Torres Rojas, Genara FOI #14930

From: ttraverso@modernclean.com
Sent: Friday, May 23, 2014 2:05 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree; American, Heavyn-Leigh
Subject: Freedom of Information Online Request Form

Information:

First Name: Talehia
Last Name: Traverso
Company: Modern Facilities Services, Inc
Mailing Address 1: 733 Ridgedale Ave
Mailing Address 2:
City: East Hanover
State: NJ
Zip Code: 07054
Email Address: ttraverso@modernclean.com
Phone: 9735999393
Required copies of the records: Yes

List of specific record(s):
FOI REF No. 14930 General Cleaning contract for all terminals at La Guardia International Airport to obtain information on contract amount and term of contract

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 20, 2014

Ms. Talehia Traverso
Modern Facilities Services, Inc.
733 Ridgedale Avenue
East Hanover, NJ 07936

Re: Freedom of Information Reference No. 14930

Dear Ms. Traverso:

This is in response to your May 19, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code") for a copy of the "General Cleaning contract for all terminals at La Guardia International Airport to obtain information on contract amount and term of contract."

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/14930-C.pdf. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (1) and (4) of the Code.

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

Very truly yours,

Daniel D. Duffy
FOI Administrator

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

September 1, 2013

VIA REGULAR MAIL AND FAX (212) 645-4163

Guardian Service Industries, Inc.
161 Avenue of the Americas
New York, NY 10013
ATTN: Tony Della Bovie – Senior Vice President

RE: GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT CENTRAL TERMINAL BUILDING (CTB) CONTRACT #4600009641/PO #4500064401

Dear Mr. Della Bovie:

Your proposal addressing the subject Contract has been accepted. The term of this Contract shall be for one (1) year effective December 1, 2013 through November 30, 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, you shall submit an original Certificate of Insurance to the Contract Administrator, Thomas Hatton, Port Authority of NY & NJ, LaGuardia Airport, Elmhurst, NY 11371. This Certificate must also be annotated with CITS tracking number #2826N.

Your facility contact person is Thomas Hatton who can be reached at (718) 533-5654. If you have any questions concerning the award of this Contract, please contact Selene Ortega at (201) 395-3407.

For invoicing and correspondence purposes, Purchase Order #4500064401 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

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

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.

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. City Payroll Tax

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

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

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

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

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: Guardian Service Industries, Inc. Date: April 25, 2013

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

_X_ 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.

_____ Alan Bressler Name 4-25-13 Date

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c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

10. Contractor Staff Background Screening

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

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

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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

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

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services/Flood Response Services performed by the Contractor hereunder, the applicable price per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month, shall yield the monthly amount.

iii) For Administrative Clerk Services required by Exhibit A of this Contract, the applicable price per hour inserted by the Contractor on the Cost Proposal Form for the appropriate Contract Year, times the actual number of hours of performance of such Administrative Clerk Services.

iv) For each item of Extraordinary Cleaning Services performed by the Contractor, the price per hour, price per square foot or price per item, as applicable, for such services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned or hours of work performed by the Contractor in the month.

b. The compensation indicated above is full compensation for all Work

Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the one year of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in Part III, Paragraph 2 "Duration" , hereof) The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first Option Period of the Contract, the Price Index shall be determined for the months of May 2013 and May 2014. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second Option Period of the Contract, the Price Index shall be determined for the months of May 2014 and May 2015. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2015 and the denominator of which is the Price Index for May 2014. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

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

applicable service and year, multiplied by the number of hours of performance of such services or number of square feet or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for policing/cleaner services quoted by the Contractor on the Pricing Sheets for the applicable year multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

2. If the Contractor fails to satisfactorily perform any Snow Removal/Flood Response Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Pricing Sheets, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

3. If the Contractor fails to satisfactorily perform any Administrative Clerk Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Pricing Sheets, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered.

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

5. If any Resident Manager or Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Resident Manager or Supervisor fails to respond.

6. If the Contractor fails to have a Resident Manager or Supervisor on duty during the specified hours hereunder, then the monthly installment payable

hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any such snow blower is not so provided and operable.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

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

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

6. Insurance

In accordance with insurance requirements CITS #2826N.

7. 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.

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.

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

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PRICING SHEET 5

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)
Alan Bressler	Chief Operating Officer	
Samuel Herzfeld	Chief Executive Officer	

Ex. 1

Guardian Service Industries, Inc.

PRICING SHEET

Routine and Periodic Cleaning Annual Lump Sum Price $ 4,853,489.37

Snow Removal	**Estimated Annual No. of Hours**		**Unit Price Per Hour**		**Total Est. Contract Price**
Snow Removal/ Flood Response	2,000	X	$ 22.37	=	$ 44,740.00
Administrative Clerk Services	1500	X	$ 25.28	=	$ 37,920.00

Extraordinary Cleaning Services	**Estimated Annual Hours/Sq.Ft./Item**		**Unit Price Per Hours/Sq. Ft/Item**		**Total Estimated Contract Price**
Policing/Cleaner Services	2,500 hrs.	X	$ 22.37 per hr.	=	$ 55,925.00
Spray Buff Vinyl/ Resilient Tile	32,000 sq. ft.	X	$ .0874 per sq. ft	=	$ 2,796.80
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/Concrete	34,000 sq. ft.	X	$ .0778 per sq. ft	=	$ 2,645.20
Machine Scrub Terrazzo/Concrete	60,000 sq. ft.	X	$ .0327 per sq. ft	=	$ 1,962.00
Wash and Rinse Windows, Glass Surfaces	10,000 sq. ft.	X	$ .0546 per sq. ft	=	$ 546.00
Steam Clean Concrete/ Terrazzo Floor/Ground/ Wall Surfaces	50,000 sq. ft.	X	$ .0389 per sq. ft	=	$ 1,945.00
Shampoo Carpeted Floor Surfaces	24,000 sq. ft.	X	$ .0286 per sq. ft	=	$ 686.40
Thorough Clean Offices, Lunch Rooms	10,000 sq.ft.	X	$ .0393 per sq. ft	=	$ 393.00
Thorough Clean Lavatories, Lounges, Locker Rooms	10,000 sq. ft.	X	$ .0170 per sq. ft	=	$ 170.00
Stainless Steel Bollard Cleaning (13"X42")	575 items	X	$ 5.24 per item	=	$ 3,013.00

Total Estimated Contract One Year Contract Price: $ 5,006,231.77

Bidder Name: Guardian Service Industries, Inc.

Cleaner
Year 1

ITEM #1			
Average Hourly Direct Wages	$	12.26	
Number of Employees		91	
ITEM #2			
Average Health Benefits	$	2.88	
ITEM #3			
Average Supplemental Benefits(Items not required by Law)			# of Days
Holiday Allowance	$	0.52	11
Vacation Allowance	$	0.71	15
Sick Time Allowance	$	0.42	9
Pension			
Welfare			
Other Supplemental Benefits			
Specify _____			
Sub Total (Items 1, 2 &3)	$	16.78	
ITEM #4			
Average Taxes & Insurance (Items required by Law)			
F.I.C.A.	$	1.28	
NYSUI / NJSUI	$	0.31	
FUI	$	0.05	
Workers Compensation	$	0.82	
General Liability Insurance	$	0.65	
Disability Insurance	$	0.06	
Other Taxes & Insurance			
Specify _____			
ITEM #5			
Average Additional Components (If Applicable)			
Vehicle / MTCE / Fuel	$	0.16	
Uniforms	$	0.09	
Equipment	$	0.47	
Materials - Restroom	$	0.96	
Supplies	$	0.28	
Relief			
Roll Call			
Other Components Not Specified	$	0.21	
-Training			
-Parking / Shuttle Bus			
Average General Administrative Costs, Overhead and Profit	$	1.11	
TOTAL (Items #1, 2, 3, 4 and 5)	$	23.24	

Bidder Name: Guardian Service Industries, Inc.

Supervisor
Year 1

ITEM #1		
Average Hourly Direct Wages	$ 22.00	
Number of Employees	8	
ITEM #2		
Average Health Benefits	$ 2.30	
ITEM #3		
Average Supplemental Benefits(Items not required by Law)		# of Days
Holiday Allowance	$ 0.93	11
Vacation Allowance	$ 1.27	15
Sick Time Allowance	$ 0.85	10
Pension		
Welfare		
Other Supplemental Benefits		
Specify _____		
Sub Total (Items 1, 2 &3)	$ 27.35	
ITEM #4		
Average Taxes & Insurance (Items required by Law)		
F.I.C.A.	$ 2.09	
NYSUI / NJSUI	$ 1.78	
FUI	$ 0.33	
Workers Compensation	$ 1.34	
General Liability Insurance	$ 1.07	
Disability Insurance	$ 0.06	
Other Taxes & Insurance		
Specify _____		
ITEM #5		
Average Additional Components (If Applicable)		
Vehicle / MTCE / Fuel		
Uniforms	$ 0.09	
Equipment		
Materials		
Supplies		
Relief		
Roll Call		
Other Components Not Specified	$ 0.89	
-Phone		
-Training		
Average General Administrative Costs, Overhead and Profit	$ 1.75	
TOTAL (Items #1, 2, 3, 4 and 5)	$ 36.73	

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paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

1) Health benefits shall be provided to Employees and their families.
2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:
   i. up to and including family coverage, as applicable
   ii. inpatient hospital services
   iii. outpatient surgical facility
   iv. emergency room services
   v. prenatal services
   vi. well visits/immunizations/routine visits for illness
   vii. prescription drug benefit
3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.
4) The Contractor shall demonstrate to the satisfaction of the Port Authority that health benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees:

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

   The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

   The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

4. Routine and Periodic Cleaning

Exhibit A Scope of Work, attached hereto and made a part of these Specifications enumerate those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and

The Contractor shall also assign sufficient supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below, whose presence at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

1. On the 7:00 a.m. to 3:30 p.m. shift, five (5) days per week (holidays included), one (1) Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building.

2. On the 7:00 a.m. to 3:30 p.m. shift two (2) days per week Saturday, Sundays and holidays included, one (1) male Supervisor and one (1) female Supervisor to supervise the Contractors personnel performing cleaning work at the Central Terminal Building.

3. On the 3:00 p.m. to 11:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) male Supervisor and one (1) female Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building. Of these supervisors, one (1) must have the ability to make decisions in the absence of the Resident Manager.

4. On the 11:00 p.m. to 7:30 a.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) male Supervisor and one (1) female Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building. Of these supervisors, one must have the ability to make decisions in the absence of the Resident Manager.

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

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

C. All Resident Managers and Supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

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

C. All Resident Managers and Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility Manager may request. The Contractor shall provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

8. Administrative Clerk Services

The Contractor shall provide the services of an Administrative Clerk, as required by the Manager, who shall possess a minimum of two (2) years experience in data input for Janitorial activities similar to those required by the Port Authority. The Administrative Clerk shall perform record keeping duties to ensure adherence to all contractual obligations as they relate to the day to day activities of the Contractor. Such duties include, but are not limited to, input of routine and periodic work orders, input of data relative to the performance of work required by each work order, preparation of reports and maintaining of records and such other related duties as may be specified by the Manager or his/her representative. It is currently anticipated that at the start of the Contract, the Administrative Clerk will perform these services Monday thru Friday between the hours of 7:30 a.m. and 3:30 p.m., exclusive of holidays identified in the clause hereof entitled "Holidays". The Administrative Clerk shall not perform duties such as payroll or Contractor invoice preparation.

9. Staffing Requirements

Staffing requirements shall be submitted in accordance with the requirements of the scope of work.

10. Materials, Supplies and Equipment

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provide by the Contractor hereunder shall include, but shall not be limited to a minimum of the following: detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the

H. The following specification covers single ply toilet in roll form to be provided by the Contractor:

1. Requirements: Toilet tissue shall be white, unglazed, soft, strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fiber. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

a. Basic Weight (minimum)	10.5
b. Tensile Strength, dry 02./inch machine direction (minimum)	14
c. Absorbency (maximum)	25 seconds
d. Brightness (minimum)	78%

3. Workmanship: Toilet tissue shall be in accordance with specifications and shall be uniform in color; trimmed with clear smooth edges (no protrusion of tissue beyond the core ends will be permitted; non-perforated to allow even flow of tissue and shall conform to levels of quality established herein.

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

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fit properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

   Toilet Tissue Dimensions: Each roll of tissue shall not be less than 2,200 linear feet and shall have a width of not less than 3-15/16 inches, with a diameter of 9.0 inches around the core. The core shall be approximately 3.0 inches (inside diameter).

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

	Minimum	Maximum

inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

11. Approval of Equipment, Materials and Supplies

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

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

12. Employee Uniforms and Appearance

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall the Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. In addition, the Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests.

The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. All uniforms, colors, types and styles shall be subject to the prior approval of the

procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

15. Site Specific Recycling and Trash Removal

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, the Port Authority has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to various dumpsters throughout the Facility to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters.

16. Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager.

   All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

   Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

this numbered clause. The Manager shall notify the Contractor when its services for snow removal or flood response are no longer needed.

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

In addition to the materials, supplies and equipment referred to in Section 9, the Contractor shall further provide all snow blowers, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal and Flood Response Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal and Flood Response Services separately quoted by the Contractor under Snow Removal and Flood Response.

Photo Identification Cards for Contractor's Additional Employees - (snow emergency) - The Contractor shall provide photo identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

Sand/or deicing materials shall be applied by the Contractor to such exterior areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work that is designated by the Manager. The Contractor shall also submit daily usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the day covered.

19. Safety Provisions

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary

STATIONS

Station #A1 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Concourse A Ladies and Men's Lavatories, Second Floor Eastside Departures Ladies and Men's Lavatory and Family Assist Lavatories #1 and # 2.

Duties: Thoroughly Clean / Policing

Station #A2 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Concourse B Ladies and Men's Lavatories (B-2 Gate Area), Concourse B, Two (2) Ladies Lavatories across from Gate B-5, Rear corridor A–B Ladies and Men's lavatories.

Duties: Thoroughly Clean / Policing

Station #A3 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Concourse C Ladies and Men's Lavatories (Gate C-10 Area), Concourse C Security Area Ladies and Men's Lavatories, Rear Corridor C-D Ladies and Men's Lavatory

Duties: Thoroughly Clean / Policing

Station #A4 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Concourse D Ladies and Men's Lavatory, Independent Ladies Lavatory (Westside Rear Corridor), Arrivals Area D Ladies and Men's Lavatory.

Duties: Thoroughly clean / Policing

Station #A5 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

FLOOR CARE

Station #A6

11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB - Concourses A thru D Center Corridors, all Concourse Staircases to First Floor and Third Floor Corridor East to West.

Duties:

Dust Mop, Machine scrub and rinse, wet mop concourse floor surfaces. Concourse staircases leading to first level will be swept and mopped weekly.

Preparation: All gum and debris shall be removed from the floor surface and hand swept and wet mopped, if necessary. Baseboards, corners, protrusions of the floor of any kind shall be cleaned or scrubbed if necessary.

Station #A7

11:00 p.m. to 7:30 a.m. - Two (2) Workers - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB Third Floor West Connector, Third Floor West Escalator Lobby, West Escalator Lobby (Seating Area), C to D Rear Corridor, Concourse Ramps C and D, all Transverse Corridor Stairs leading to and from Arrivals and Departures, C to D Common Corridor Arrivals area, and Arrivals Transverse Corridors. Basement Corridor including Elevator Lobbies and Escalator Treadmaster Cleaning.

Duties:

Machine scrub and rinse. All staircases shall be wet mopped nightly. The Treadmaster machine shall be run on at least one escalator per night for a minimum of thirty (30) minutes in accordance with a Port Authority approved schedule or as directed by the Manager.

Preparation: All gum and debris shall be removed from the floor surface and hand swept and wet mopped, if necessary. Baseboards, corners, protrusions of the floor of any kind shall be cleaned or scrubbed if necessary.

Station #A8

11:00 p.m. to 7:30 a.m. - Two (2) Workers - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB Third Floor East Connector, Third Floor East Escalator Lobby, East Connector Escalator Lobby (Seating Area), A to B Rear Corridor, Concourse Ramps

hand scrubbed as necessary. The Contractor shall machine scrub and rinse the assigned section of an entire area assigned using a "ride on" automatic floor triple action scrubber.. With a clean mop, the Contractor shall mop any solution tracks, pools or debris left by the operation, paying special attention to corner, baseboards or protrusions from the floor of any kind. This work must be performed to the satisfaction of the Manager. The Contractor shall remove and replace all furniture, portable signs, trash cans and other moveable objects in the assigned area.

Single Action/Hand Scrub

Single action and/or hand scrubbing is required in areas too small for the ride-on machine, as it pertains to baseboards or any item protruding from or attached to the sidewalk. The Manager may request hand scrubbing in any area or on an item. Upon completion of scrubbing duties, The cleaner shall clean the machine getting it ready for the next days' use. Upon completion of machine cleaning, the first cleaner will also rove the station keeping the area clean until relieved on the public floor by appropriate B tour cleaner.

Station #A10 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: All Areas-Trash - Stockroom

Duties: Pick up all trash except lavatories and offices, depositing trash into assigned disposal areas. Transport all collected trash nightly to the Westside trash compactors. All trash and debris must be separated and placed in appropriate trash containers. Prepare carts for B-Tour with a full setup of products and equipment needed for each station. Store, inventory and reorder contractor supplies. Maintain neat and clean appearance in storage area nightly. Clean PE-1, PE-2, FE-1 and FE-2 elevator floors, walls and door tracks nightly.

Station #A11 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) Concourses A thru D, Third Floor Corridor East to West.

Duties: Spray buffing resilient tile floors and A thru D concourse corridors twice weekly or as directed by Manager. Assist station A6 as directed by Manager.

STATIONS

Station #B1 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Station #B5	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B Men's Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse B Passenger Elevator, Doors, Door Tracks, Eastside Second Floor Sidewalk Departures Area A to Departures Area B
Duties:	Lavatory Attendant/ Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator, Walls, Doors, Door Tracks, Policing Eastside Second Floor Sidewalk Departures Area A to Departures Area B
Station #B6	7:00 a.m. to 3:30 p.m. - Two (2) Female Workers - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse B, One Cleaner, Gate B2 Ladies Lavatory, B4 Passenger Loading Bridge, Seating Area and Common Corridor from TSA Security to Gate B4. Gate B5, One Cleaner, Ladies Lavatories #1 and #2, B5 Seating Area, Gate B5 Passenger Loading Bridge and Common Corridor to GateB4.
Duties:	Lavatory Attendant / Policing of Ladies Lavatories, Common Corridors, Gate Seating Areas and Passenger Loading Bridges B4 and B5.
Station #B7	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse B, Men's Lavatory, Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs

Station #B11	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse C, Security Men's Lavatory, and Gate C-10 Men's Lavatory, Policing Concourse C Common Corridor from Security Area to Gate C10 including all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 and all Exit Stairs
Station #B12	7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Ladies Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor and all Exit Stairs
Station #B13	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Men's Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor from Gate D8 to Security Area and all Exit Stairs
Station #B14	7:00 a.m. to 3:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Sidewalk from Eastside to Westside Service Corridor, Passenger Drop-off Islands and East and West Freight Elevator Lobbies
Duties:	Policing of Sidewalks, Passenger Drop-off Islands, West Service Corridor, Clean Glass Doors and East and West Freight Elevator Lobby Floors including the Cleaning

Duties: Lavatory Attendant / Policing Common Corridor Arrivals Area B to Arrivals Area A including First Floor Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine

Station #B18 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrivals Area B Men's Lavatory, First Floor Operations Ladies and Men's Lavatories, Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Duties: Lavatory Attendant/ / Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Station #B19 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrival Area C Ladies Lavatory, Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Duties: Lavatory Attendant / Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Station #B20 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D Ladies Lavatory, Arrivals Area D to the Welcome Center, including Arrival Area D Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines.

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, loading bridges, office areas, storage areas, concourses, gates, common corridor arrival areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and cigarette butt receptacles shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, including the area from curb line to three (3) feet of roadway.

Note: All Sidewalk Station Personnel Must Wear an Approved Safety Vest at all times.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

B Passenger Elevator, and Escalator #2.

Duties: Lavatory Attendant Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator Floor, Walls, Doors, Door Tracks and Escalator #2 surfaces

Station #C5 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B Men's Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse B Passenger Elevator, Doors, Door Tracks, Eastside Second Floor Sidewalk Departures Area A to Departures Area B

Duties: Lavatory Attendant/ Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator, Walls, Doors, Door Tracks, Policing Eastside Second Floor Sidewalk Departures Area A to Departures Area B

Station #C6 3:00 p.m. to 11:30 p.m. – Two (2) Female Workers - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Concourse B, One Cleaner, Gate B2 Ladies Lavatory, B4 Passenger Loading Bridge, Seating Area and Common Corridor from TSA Security to Gate B4. Gate B5, One Cleaner, Ladies Lavatories #1 and #2, B5 Seating Area, Gate B5 Passenger Loading Bridge and Common Corridor to GateB4.

Duties: Lavatory Attendant / Policing of Ladies Lavatories, Common Corridors, Gate Seating Areas and Passenger Loading Bridges B4 and B5.

Station #C7 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Concourse B, Men's Lavatory, Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs

Areas:	Central Terminal Building (CTB) - Second Floor Concourse C, Security Men's Lavatory, and Gate C-10 Men's Lavatory, Policing Concourse C Common Corridor from Security Area to Gate C10 including all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 and all Exit Stairs
Station #C12	3:00 p.m. to 11:30 p.m. – One Female Worker - (7 days, Including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Ladies Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor and all Exit Stairs
Station #C13	3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Men's Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor from Gate D8 to Security Area and all Exit Stairs
Station #C14	3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Sidewalk from Eastside to Westside Service Corridor, Passenger Drop-off Islands and East and West Freight Elevator Lobbies
Duties:	Policing of Sidewalks, Passenger Drop-off Islands, West Service Corridor, Clean Glass Doors and East and West Freight Elevator Lobby Floors including the Cleaning and Empting of Cigarette Butt Receptacles

Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine

Station #C18 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrivals Area B Men's Lavatory, First Floor Operations Ladies and Men's Lavatories, Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Duties: Lavatory Attendant/ / Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Station #C19 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrival Area C Ladies Lavatory, Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Duties: Lavatory Attendant / Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Station #C20 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D Ladies Lavatory, Arrivals Area D to the Welcome Center, including Arrival Area D Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines.

Duties: Lavatory Attendant / Policing of Arrivals Area D from the Common Corridor to the Welcome Center. Clean

Station #C24	3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) – Rear Corridor Female Lavatory (Independent Lavatory), Concourse D Ramp, Transverse Corridor and including Westside Service Corridor
Duties:	Lavatory Attendant / Policing
Station #C25	3:00 p.m. to 11:30 p.m. – One Female Worker - (5 days, Mon thru Friday including holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse D Ladies Lavatory and Common Corridor from Gate D8 to Security area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Common Corridor and all Exit Stairs

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, loading bridges, office areas, storage areas, concourses, gates, common corridor arrival areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and cigarette butt receptacles shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and

CENTRAL TERMINAL BUILDING (CTB)

PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas at the frequencies set forth below; however, such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glassing cleaning, which shall be performed between the hours of 7:00 a.m. and 7:00 p.m., all periodic cleaning shall be performed between the hours of 11:00 p.m. and 7:00 a.m., unless otherwise determined by the Manager, shall include the following:

1. PERIODIC CLEANING OF LAVATORIES

Areas and Approximate Size: (Sq. Ft.)

CONCOURSE A LADIES ROOM
Floor 329 sq. ft., Walls 703 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE A MENS ROOM
Floor 268 sq. ft., Walls 692 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B LADIES LAVATORY
Floor 166 sq. ft., Walls 545 sq. ft.
Including Ceilings, Light Fixtures and Vents

SECOND FLOOR DEPARTURES LEVEL FAMILY ASSISTED LAVATORY #1
Concourse A Ticketing TSA Security)
Floor 128 sq. ft., Walls 531 sq. ft.
Ceilings, Light Fixtures and Vents
Including Ceilings, Light Fixtures and Vents

SECOND FLOOR DEPARTURES LEVEL FAMILY ASSISTED LAVATORY #2

Concourse A Ticketing TSA Security)
Floor 72 sq. ft., Walls 324 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B LADIES LAVATORY
Floor 280 sq. ft., Walls 774 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B MEN'S LAVATORY
Floor 258 sq. ft., Walls 774 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE D MEN'S LAVATORY
Floor 600 sq. ft., Walls 1,593 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM D LADIES LAVATORY
Floor 375 sq. ft., Walls 416 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM D MEN'S LAVATORY
Floor 352 sq. ft., Walls 391 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM C LADIES LAVATORY

Floor 252 sq. ft., Walls 813 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM C MEN'S LAVATORY
Floor 288 sq. ft., Walls 828 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM B LADIES LAVATORY
Floor 216 sq. ft., Walls 639 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM B MEN'S LAVATORY
Floor 198 sq. ft., Walls 608 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM A LADIES LAVATORY
Floor 270 sq. ft., Walls 748 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM A MEN'S LAVATORY
Floor 234 sq. ft., Walls 700 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR LADIES LAVATORY CENTER SECTION
Floor 240 sq. ft., Walls 660 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR MEN'S LAVATORY CENTER SECTION
Floor 245 sq. ft., Walls 577 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CENTER CORRIDOR FAMILY LAVATORY
Floor 77 sq. ft., Walls 302 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE C TRANSVERSE CORRIDOR
Approximate Area Sq. Ft. = 2,420

REAR CORRIDOR C - D INCLUDES WEST ESCALATOR SEATING AREA
Approximate Area Sq. Ft. = 6,350
Includes Walls, Painted Ceiling, Light Fixtures and Vents

CONCOURSE D TRANSVERSE CORRIDOR/ INCLUDES CONCOURSE D RAMP
Approximate Area Sq. Ft. = 5,000
Walls, Ceilings and Vents

CONCOURSE D
Approximate Area Sq. Ft. = 12,250
Walls, Vents / ONLY

ARRIVALS AREA C TO D / INCLUDES PATRON SEATING AREAS
Approximate Area Sq. Ft. = 17,240
Includes Walls, Painted Ceilings, Metal Pan Ceilings, Light Fixtures and Vents

ARRIVALS AREA A TO B / INCLUDES PATRON SEATING AREAS
Approximate Area Sq. Ft. = 19,700
Includes Walls, Painted Ceilings, Metal Pan Ceilings, Light Fixtures and Vents

THIRD FLOOR EAST CONNECTOR / THIRD FL. EAST ESCALATOR LOBBY
Approximate Area Sq. Ft. = 10,170
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

THIRD FLOOR WEST CONNECTOR / THIRD FL. WEST ESCALATOR LOBBY
Approximate Area Sq. Ft. = 10,520
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR
Approximate Area Sq. Ft. = 9,100
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3577 OPERATIONS CLASSROOM AND CORRIDOR
Approximate Area Sq. Ft. = 431
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3870 MEETING ROOM
Approximate Area Sq. Ft. = 1,420
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3801 OPERATIONS STAFF OFFICE COMPLEX
Approximate Area Sq. Ft. = 2,820
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents
Men's Lavatory: = 90 sq. ft.
Ladies Lavatory: = 80 sq. ft.

3. **SHAMPOOING OF CARPETED FLOOR SURFACES USING EITHER A HIGH IMPACT LIQUID EXTRACTION METHOD OR WET FOAM BONNET METHOD AS DIRECTED BY THE MANAGER**

Areas and Approximate Size (Sq. Ft.):

Room 3870 Meeting Room 1,100 sq. ft.
Room 3801 Operations Staff Office Complex 2,820 sq. ft.
Room 3677 Contract Services Office Complex 2,525 sq. ft.
Room 3570A Security I.D. Office Complex 1st Fl. 3,300 sq. ft.
Room 3570C CTB Resident Engineer's Office 3,620sq. ft.
Room 3577 Operations Classroom and Corridor 431 sq. ft

Approximate Total. Ft.
Frequency of Cleaning: 1 x yr.

PASSENGER LOADING BRIDGES / GATE SEATING AREAS CONCOURSE B / SHAMPOOING OF CARPETED FLOOR SURFACES USING EITHER A HIGH IMPACT LIQUID EXTRACTION METHOD OR WET FOAM BONNET METHOD AS DIRECTED BY THE MANAGER

Concourse B Lounge and Loading Bridge Gate B4 1,500 sq. ft.
Concourse B Lounge and Loading Bridge Gate B5 1,500 sq. ft.

Approximate Total 3,000 Sq. Ft.
Frequency of Cleaning: 4 x yr.

PROCEDURES:
The Contractor shall move all furniture, vacuum, pre-treat spots, remove gum and any foreign debris from the carpet surface using either a high impact liquid extraction method or wet foam bonnet method, shampoo all carpets. Any areas too small for shampoo unit shall be done by hand.

The Contractor shall report all rips, wear spots or non-cleanable areas to the Manager. Carpets must be dry by 5:00 a.m. immediately following each frequency of cleaning. Additional extraction shall be required to ensure that carpets will be dry by 5:00 a.m. in the Lounges immediately following each frequency of cleaning. Areas must be coned or cautioned taped until dry.

PROCEDURES:
Thorough cleaning of the above areas shall include, but not be limited to the following: remove all debris; gum, steam clean and degrease walls; floors, columns, ramps, steps and all items in the area, wash and rinse light fixtures. The Contractor shall not leave standing water inside caged areas and depressions/craters. The Contractor shall use anti-icing agent provided by the Authority in all areas where there is a potential for freezing conditions.

Note: The Contractor shall utilize an Authority provided anti-icing agent when potential for freezing exists.

Areas and Approximate Size (Sq. Ft.)

Second Floor Interior Surfaces (includes glass, mullions and ledges)

East Escalator Lobby (includes high glass) (975), Concourse B Ramp (480), Concourse C Ramp (805), West Escalator Lobby (includes high glass) (975), Concourse D Ramp (840), West End Service Corridor, Concourse A Ramp (480), B5 Lounge (250)

Third Floor Interior Glass Surfaces: East Connector (792), West Connector (792)

Approximate Total: 7,309 Square Feet
Frequency of Cleaning: 12-x yr.

HIGH PRESSURE STEAM CLEANING / WASHING OF MASONRY SIDEWALK SURFACES UTILIZING HIGH PRESSURE WATER WITH AN AUTHORITY APPROVED DETERGENT AND MAINTAINING HIGH PRESSURE OF AT LEAST 3,000 P.S.I. DURING THE CLEANING OPERATION WHICH SHALL BE SELF CONTAINED WITH WATER, HEATING EQUIPMENT AND ELECTRICAL POWER TO PERFORM THIS HIGH PRESSURE WASHING FUNCTION. PRESSURE WASHING WILL BE PERFORMED BETWEEN APRIL 15TH AND NOVEMBER 15TH ANNUALLY FOR THE DURATION OF THE CONTRACT TERM

FIRST FLOOR SIDEWALKS

CTB FRONTAGE FIRST FLOOR SIDEWALK / INCLUDES WESTSIDE TAXI HOLD AREA

Approximate Total: 38,900 Square Feet

CTB FIRST FLOOR MIDDLE ISLAND

Approximate Total: 5,100 Square Feet

CTB FIRST FLOOR OUTER ISLAND

Approximate Total: 7,300 Square Feet

SECOND FLOOR SIDEWALKS

CTB FRONTAGE SECOND FLOOR SIDEWALK

Approximate Total: 17,750 Square Feet

CTB FRONTAGE SECOND FLOOR OUTER ISLAND SIDEWALK

Approximate Total: 16,650 Square Feet

Frequency of Cleaning: 16x yr.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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.

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

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

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

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

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.

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

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:

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled

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.

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

September 1, 2013

VIA REGULAR MAIL AND FAX (212) 645-4163

Guardian Service Industries, Inc.
161 Avenue of the Americas
New York, NY 10013
ATTN: Tony Della Bovie – Senior Vice President

RE: GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT CENTRAL TERMINAL BUILDING (CTB) CONTRACT #4600009641/PO #4500064401

Dear Mr. Della Bovie:

Your proposal addressing the subject Contract has been accepted. The term of this Contract shall be for one (1) year effective December 1, 2013 through November 30, 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, you shall submit an original Certificate of Insurance to the Contract Administrator, Thomas Hatton, Port Authority of NY & NJ, LaGuardia Airport, Elmhurst, NY 11371. This Certificate must also be annotated with CITS tracking number #2826N.

Your facility contact person is Thomas Hatton who can be reached at (718) 533-5654. If you have any questions concerning the award of this Contract, please contact Selene Ortega at (201) 395-3407.

For invoicing and correspondence purposes, Purchase Order #4500064401 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

INVITATION FOR BID

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

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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Facility Inspection

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

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. M/WBE Subcontracting Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Certification of Recycled Materials

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

Recycling Definitions:

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

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

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

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

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

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

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

19. City Payroll Tax

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

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

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

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

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: Guardian Service Industries, Inc. Date: April 25, 2013

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

_X_ 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.

_____ Alan Bressler Name 4-25-13 Date

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PART II - CONTRACT SPECIFIC INFORMATION FOR BIDDERS

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

1. **Service(s) Required**
   Continuation of Contract #4600006835/PO #4500052592 for general cleaning and limited snow removal services

2. **Location(s) Services Required**
   Central Terminal Building 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 December 1, 2013

4. **Contract Type**
   Unit price and lump sum

5. **Duration of Contract**
   One (1) year, expiring on or about November 30, 2014

6. **Option Period(s)**
   There shall be up to two (2) one (1) year option periods.

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

8. **Extension Period**
   120 day extension applicable

9. **Bidder's Additional Submittal Requirements**
   Bidders are strongly encouraged to retain current employees for this Contract and to provide for a stable workforce. Bidders are requested to submit additional documentation as follows:

   a. A statement that an employee who performed a similar role at a Facility under the current Port Authority contract would suffer no diminution in wage rate under this Contract;

   b. Supporting documentation that it provides or is capable of providing Health Benefits for its full time employees, who will be performing the services hereunder in compliance with the Health Benefit requirements set forth in Section V, clause entitled "Health Benefits for Full-Time Employees", with such Health Benefits to be provided within thirty (30) days of award of this Contract;

c. The "Calculation of Hourly Rate" forms included in Part IV detailing its allowance for holiday, vacation and sick days, health, retirement, and other supplemental benefits implemented and administered by the Bidder.

In preparing the "Calculation of Hourly Rate Form" for this Contract, the Bidder shall take into consideration the costs of all required benefits hereunder, including but not limited to: holiday, vacation, sick, health and retirement. Please note that all calculations should be based on 2080 annual hours.

10. Contractor Staff Background Screening

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

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

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

Subject to all of the terms and conditions of this Contract, the undersigned (hereinafter called the "Contractor") hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the 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

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

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services/Flood Response Services performed by the Contractor hereunder, the applicable price per hour inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month, shall yield the monthly amount.

iii) For Administrative Clerk Services required by Exhibit A of this Contract, the applicable price per hour inserted by the Contractor on the Cost Proposal Form for the appropriate Contract Year, times the actual number of hours of performance of such Administrative Clerk Services.

iv) For each item of Extraordinary Cleaning Services performed by the Contractor, the price per hour, price per square foot or price per item, as applicable, for such services inserted by the Proposer in the Cost Proposal Form for the appropriate Contract Year, as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned or hours of work performed by the Contractor in the month.

b. The compensation indicated above is full compensation for all Work

whatsoever required by this Contract excluding compensation for Extra Work assigned pursuant to the clause entitled "Extra Work," compensation for which shall be in accordance with the provisions of said clause.

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

i) On or after the fifth day of each month of this Contract starting with the second month and including the month following the month in which this Contract expires or is terminated, the Contractor shall submit to the Manager an invoice setting forth the amount due to the Contractor for the preceding calendar month as described above, accompanied by such information as may be required by the Manager for verification, and including a separate calculation for Extra Work.

ii) Payment to the Contractor by the Authority will be made within thirty (30) calendar days following its receipt of the invoice.

iii) Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

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

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective. The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the

Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be applicable to the one year of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in Part III, Paragraph 2 "Duration" , hereof) The Port Authority shall adjust the compensation due to the Contractor utilizing the Consumer Price Index for all Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ_CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index").

For the first Option Period of the Contract, the Price Index shall be determined for the months of May 2013 and May 2014. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for May 2014 and the denominator of which is the Price Index for May 2013. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second Option Period of the Contract, the Price Index shall be determined for the months of May 2014 and May 2015. The amounts payable to the Contractor in the first Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2015 and the denominator of which is the Price Index for May 2014. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

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

Authority its plan to insure its compliance with the employee payments requirement in effect during such coming Option Period. In the event that the Consumer Price Index is not available for any specified month as herein above set forth within the time set forth for payment, such Consumer Price Index for the last month then published shall be used to constitute the Consumer Price Index. In the event that adjustment is calculated to be zero or negative, the effective adjustment shall be zero for that period with respect to the Average Hourly Direct Wages and the Supplemental Benefits required herein. Nothing herein shall prevent a contractor from raising wages or increasing benefits at its own discretion.

In the event of a change in the basis for the computation of the said Index or the discontinuance of its publication, such other appropriate index shall be substituted as may be agreed upon by the Authority and the Contractor as properly reflecting changes in the value of the current United States money in a manner similar to that established in the said Price Index. In the event of the failure of the parties to so agree, the Port Authority may select and use such index, as it seems appropriate. Notwithstanding the provisions of this section, in no event shall any adjustment hereunder be greater than three (3%) per annum.

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

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

5. Liquidated Damages

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

1. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Pricing Sheets for "Extraordinary Cleaning Services" as appropriate for the

applicable service and year, multiplied by the number of hours of performance of such services or number of square feet or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for policing/cleaner services quoted by the Contractor on the Pricing Sheets for the applicable year multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

2. If the Contractor fails to satisfactorily perform any Snow Removal/Flood Response Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Pricing Sheets, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

3. If the Contractor fails to satisfactorily perform any Administrative Clerk Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Pricing Sheets, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered.

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

5. If any Resident Manager or Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hour thereafter in which any Resident Manager or Supervisor fails to respond.

6. If the Contractor fails to have a Resident Manager or Supervisor on duty during the specified hours hereunder, then the monthly installment payable

hereunder will be reduced by $40.00 per hour for each hour the Supervisor is not on duty.

6.

7. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the contract within twenty (20) days of the contract start date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

8. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages and Supplemental Benefits", then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

9. 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.

10. If the Contractor fails to provide any documentation required by the Contract that is requested by the Manager within two (2) days of such request, then the monthly installment payable hereunder shall be reduced by $250.00 for each day such documentation is past due.

11. If the any employee of the Contractor hereunder fails to wear the proper uniform, then the monthly installment payable hereunder shall be reduced by $50.00 for each day when such employee is not so properly attired.

12. If the Contractor fails to provide and maintain in good running and operating condition as determined by the Manager any pickup truck or motor vehicle for the exclusive use of the Contractor's personnel for inspections and/or transporting of personnel and/or materials and furnishing services hereunder, then the monthly installment payable hereunder shall be reduced by $150.00 for each day or part thereof during such month which such motor vehicle is not so provided and operable.

13. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any triple action machine, ride-on tractor with snow plow, single or triple action machine, vacuum cleaner or other major item of equipment required hereunder, then the monthly installment payable hereunder shall be reduced by $75.00 for each day, or part thereof during said month which any sweeper, triple action machine, single action machine or vacuum cleaner is not provided and operable.

14. If the Contractor fails to provide and maintain any snow blower in proper working order as determined by the Manager, the monthly installment payable

hereunder shall be reduced by $100.00 for each day, or part thereof during said month which any such snow blower is not so provided and operable.

In addition, where any item of work scheduled at a frequency of less than once a month has not been satisfactorily performed during the month in which it has been scheduled, the Authority shall have the right to assess an additional one hundred percent (100%) of the monthly liquidated damages deduction for such work, each month until such time as it has been satisfactorily performed.

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

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

6. Insurance

In accordance with insurance requirements CITS #2826N.

7. 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.

8. Extra Work

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

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

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

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

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

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

the Manager such bills of sale and other instruments as the Manger may require,, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

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

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

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

If the Contractor deems work to be Extra Work, the Contractor shall give written notice to the Manager within twenty-four (24) hours of performing the work that it so considers as Extra Work, and failure of the Contractor to provide said notice shall 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.

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PRICING SHEET 5

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 Guardian Service Industries, Inc.

Bidder's Address 161 Avenue of the Americas, 4th Floor

City, State, Zip New York, NY 10013

Telephone No. 646-442-1026 FAX 212-645-4163

Email tdellabovie@guardian-service.com EIN# Ex. 1/4

SIGNATURE _____ Date 4-25-13

Print Name and Title Alan Bressler, Chief Operating Officer

ACKNOWLEDGEMENT:

STATE OF: New York

COUNTY OF: _____

On this 25 day *of* April, 20 13, personally came before me, ALAN BRESSLER, 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.

ERIC MORELL
Notary Public, State of New York
No. 01MO6067137
Qualified in Richmond County
Commission Expires Dec. 3, 2013

Eric Morell
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)
Alan Bressler	Chief Operating Officer	
Samuel Herzfeld	Chief Executive Officer	Ex. 1

3. PRICING SHEET(S)

Entry of Prices

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

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

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

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

e. In the event that a Bidder quotes an amount in the 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".

Guardian Service Industries, Inc.

PRICING SHEET

Routine and Periodic Cleaning Annual Lump Sum Price $ 4,853,489.37

Snow Removal	**Estimated Annual No. of Hours**		**Unit Price Per Hour**		**Total Est. Contract Price**
Snow Removal/ Flood Response	2,000	X	$ 22.37	=	$ 44,740.00
Administrative Clerk Services	1500	X	$ 25.28	=	$ 37,920.00

Extraordinary Cleaning Services	**Estimated Annual Hours/Sq.Ft./Item**		**Unit Price Per Hours/Sq. Ft/Item**		**Total Estimated Contract Price**
Policing/Cleaner Services	2,500 hrs.	X	$ 22.37 per hr.	=	$ 55,925.00
Spray Buff Vinyl/ Resilient Tile	32,000 sq. ft.	X	$ .0874 per sq. ft	=	$ 2,796.80
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/Concrete	34,000 sq. ft.	X	$ .0778 per sq. ft	=	$ 2,645.20
Machine Scrub Terrazzo/Concrete	60,000 sq. ft.	X	$ .0327 per sq. ft	=	$ 1,962.00
Wash and Rinse Windows, Glass Surfaces	10,000 sq. ft.	X	$ .0546 per sq. ft	=	$ 546.00
Steam Clean Concrete/ Terrazzo Floor/Ground/ Wall Surfaces	50,000 sq. ft.	X	$ .0389 per sq. ft	=	$ 1,945.00
Shampoo Carpeted Floor Surfaces	24,000 sq. ft.	X	$ .0286 per sq. ft	=	$ 686.40
Thorough Clean Offices, Lunch Rooms	10,000 sq.ft.	X	$ .0393 per sq. ft	=	$ 393.00
Thorough Clean Lavatories, Lounges, Locker Rooms	10,000 sq. ft.	X	$ .0170 per sq. ft	=	$ 170.00
Stainless Steel Bollard Cleaning (13"X42")	575 items	X	$ 5.24 per item	=	$ 3,013.00

Total Estimated Contract One Year Contract Price: $ 5,006,231.77

Bidder Name: Guardian Service Industries, Inc.

Cleaner
Year 1

ITEM #1

Average Hourly Direct Wages	$	12.26
Number of Employees		91

ITEM #2

Average Health Benefits	$	2.88

ITEM #3
Average Supplemental Benefits(Items not required by Law)

			# of Days
Holiday Allowance	$	0.52	11
Vacation Allowance	$	0.71	15
Sick Time Allowance	$	0.42	9
Pension			
Welfare			
Other Supplemental Benefits			
Specify _____			
Sub Total (Items 1, 2 &3)	$	16.78	

ITEM #4
Average Taxes & Insurance (Items required by Law)

F.I.C.A.	$	1.28
NYSUI / NJSUI	$	0.31
FUI	$	0.05
Workers Compensation	$	0.82
General Liability Insurance	$	0.65
Disability Insurance	$	0.06
Other Taxes & Insurance		
Specify _____		

ITEM #5
Average Additional Components
(If Applicable)

Vehicle / MTCE / Fuel	$	0.16
Uniforms	$	0.09
Equipment	$	0.47
Materials - Restroom	$	0.96
Supplies	$	0.28
Relief		
Roll Call		
Other Components Not Specified	$	0.21
-Training		
-Parking / Shuttle Bus		
Average General Administrative Costs, Overhead and Profit	$	1.11
TOTAL (Items #1, 2, 3, 4 and 5)	$	23.24

Bidder Name: Guardian Service Industries, Inc.

Resident Manager
Year 1

			# of Days
ITEM #1			
Average Hourly Direct Wages	$	36.00	
Number of Employees		1	
ITEM #2			
Average Health Benefits	$	4.89	
ITEM #3			
Average Supplemental Benefits(Items not required by Law)			
Holiday Allowance	$	-	0
Vacation Allowance	$	2.08	15
Sick Time Allowance	$	1.38	10
Pension			
Welfare			
Other Supplemental Benefits			
Specify _____			
Sub Total (Items 1, 2 &3)	$	44.35	
ITEM #4			
Average Taxes & Insurance (Items required by Law)			
F.I.C.A.	$	3.39	
NYSUI / NJSUI	$	2.88	
FUI	$	0.53	
Workers Compensation	$	2.17	
General Liability Insurance	$	1.73	
Disability Insurance	$	0.06	
Other Taxes & Insurance			
Specify _____			
ITEM #5			
Average Additional Components (If Applicable)			
Vehicle / MTCE / Fuel			
Uniforms			
Equipment			
Materials			
Supplies			
Relief			
Roll Call			
Other Components Not Specified	$	0.74	
Phone			
Average General Administrative Costs, Overhead and Profit	$	2.79	
TOTAL (Items #1, 2, 3, 4 and 5)	$	58.65	

Bidder Name: Guardian Service Industries, Inc.

Supervisor
Year 1

ITEM #1			
Average Hourly Direct Wages	$	22.00	
Number of Employees		8	
ITEM #2			
Average Health Benefits	$	2.30	
ITEM #3			
Average Supplemental Benefits(Items not required by Law)			# of Days
Holiday Allowance	$	0.93	11
Vacation Allowance	$	1.27	15
Sick Time Allowance	$	0.85	10
Pension			
Welfare			
Other Supplemental Benefits			
Specify _____			
Sub Total (Items 1, 2 &3)	$	27.35	
ITEM #4			
Average Taxes & Insurance (Items required by Law)			
F.I.C.A.	$	2.09	
NYSUI / NJSUI	$	1.78	
FUI	$	0.33	
Workers Compensation	$	1.34	
General Liability Insurance	$	1.07	
Disability Insurance	$	0.06	
Other Taxes & Insurance			
Specify _____			
ITEM #5			
Average Additional Components (If Applicable)			
Vehicle / MTCE / Fuel			
Uniforms	$	0.09	
Equipment			
Materials			
Supplies			
Relief			
Roll Call			
Other Components Not Specified	$	0.89	
-Phone			
-Training			
Average General Administrative Costs, Overhead and Profit	$	1.75	
TOTAL (Items #1, 2, 3, 4 and 5)	$	36.73	

Bidder Name: Guardian Service Industries, Inc.

Administrative Clerk
Year 1

ITEM #1

Average Hourly Direct Wages	$ 17.15	
Number of Employees	1	

ITEM #2

Average Health Benefits	$ 2.30	

ITEM #3

Average Supplemental Benefits(Items not required by Law)		# of Days
Holiday Allowance	$ -	0
Vacation Allowance	$ -	0
Sick Time Allowance	$ -	0
Pension		
Welfare		
Other Supplemental Benefits		
Specify _____		
Sub Total (Items 1, 2 &3)	$ 19.45	

ITEM #4

Average Taxes & Insurance (Items required by Law)	
F.I.C.A.	$ 1.49
NYSUI / NJSUI	$ 1.26
FUI	$ 0.23
Workers Compensation	$ 0.95
General Liability Insurance	$ 0.76
Disability Insurance	$ 0.06
Other Taxes & Insurance	
Specify _____	

ITEM #5

Average Additional Components (If Applicable)	
Vehicle / MTCE / Fuel	
Uniforms	
Equipment	
Materials	
Supplies	
Relief	
Roll Call	
Other Components Not Specified	$ 0.15
-Training	
Average General Administrative Costs, Overhead and Profit	$ 1.22
TOTAL (Items #1, 2, 3, 4 and 5)	$ 25.57

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1. **Specific Definitions**

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from any and all surfaces to the satisfaction of the Manager.

The term "Full Time Employee" (F.T.E.) shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) day requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written approval.

The terms "LaGuardia Airport" or "Facility" shall mean the following portions of LaGuardia Airport: The Central Terminal Building.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

2. **Work Required by the Specifications**

These Specifications relate generally to the performance of janitorial and general cleaning services and limited snow removal at the LaGuardia Airport Central Terminal Building, to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

3. **Health Benefits for Full-Time Employees**

A. Definition:

Full-Time Employees shall be defined as any person employed by the Contractor or its subcontractors who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this

paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

1) Health benefits shall be provided to Employees and their families.
2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:
   i. up to and including family coverage, as applicable
   ii. inpatient hospital services
   iii. outpatient surgical facility
   iv. emergency room services
   v. prenatal services
   vi. well visits/immunizations/routine visits for illness
   vii. prescription drug benefit
3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.
4) The Contractor shall demonstrate to the satisfaction of the Port Authority that health benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees:

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

   The Contractor's and subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);

   The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.
5) Health Benefits shall be provided to Full Time Employees and their families no later than thirty (30) days from the first date of Employee performance under the Contract.
6) The Contractor shall provide each Full Time Employees with written information, i.e. documents relating to each Employee's health care coverage.
7) The Contractor shall provide continued health benefits to Full Time Employees and their families of the same quality, or better as those approved by the Port Authority and initially provided under this Contract, throughout the duration of the Contract term.

4. Routine and Periodic Cleaning

Exhibit A Scope of Work, attached hereto and made a part of these Specifications enumerate those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and

frequencies set forth in Exhibit A or other hours designated by the Manager.

5. **Frequencies**

Where Exhibit A of these Specifications sets forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the term "Frequency of Cleaning" as set forth in Exhibit A, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year, but the Contractor shall allow at least 10 calendar months (298 days) but no more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

4x year - Items marked "4 x yr." shall be cleaned every other month, but the Contractor shall allow at least 80 calendar days but no more than 60 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

6. **Management and Supervision**

A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday, excluding holidays and at such other times as the Manager may require. However, the Manager reserves the right to change or rotate the work schedule on a needed basis to reflect changing job situations.

The Resident Manager so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day to day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder, overall supervision of assigned staff; scheduling of Work in a timely manner; ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager shall wear a jacket and tie and shall also be available to the Facility Manager at such times as the Facility Manager may require, to discuss any matter pertaining to this Contract, to review and/or inspect Work being performed hereunder and to receive such instructions, directives or information as the Facility Manager may wish to transmit.

The Contractor shall also assign sufficient supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below, whose presence at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

1. On the 7:00 a.m. to 3:30 p.m. shift, five (5) days per week (holidays included), one (1) Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building.

2. On the 7:00 a.m. to 3:30 p.m. shift two (2) days per week Saturday, Sundays and holidays included, one (1) male Supervisor and one (1) female Supervisor to supervise the Contractors personnel performing cleaning work at the Central Terminal Building.

3. On the 3:00 p.m. to 11:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) male Supervisor and one (1) female Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building. Of these supervisors, one (1) must have the ability to make decisions in the absence of the Resident Manager.

4. On the 11:00 p.m. to 7:30 a.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) one (1) male Supervisor and one (1) female Supervisor to supervise the Contractor's personnel performing cleaning work at the Central Terminal Building. Of these supervisors, one must have the ability to make decisions in the absence of the Resident Manager.

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

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

C. All Resident Managers and Supervisors assigned hereunder shall possess a valid driver's license and shall be able to speak and write in the English language.

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

C. All Resident Managers and Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility Manager may request. The Contractor shall provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

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

D. The Contractor's Resident Manager and any Supervisor hereunder shall be provided with a cell phone and shall respond to the Facility Manager within fifteen (15) minutes of receiving any cell phone call.

G. Primary residence telephone number and alternate phone numbers shall be made available to the Manager for the Resident Manager and Supervisor and on-site management persons on the Contractor's staff for use in emergency notifications and shall be updated as necessary.

H. The cost for the Resident Manager and all such Supervisors shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

7. Personnel Requirements

In addition to the Personnel Standard Requirements set forth in the Standard Contract Terms and Conditions, the Contractor shall be required to train all its personnel in the proper handling of blood and blood products as mandated by Federal OSHA, Bloodborne Pathogen Standard 29 CFR 1910.1030. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

The Contractor shall be required to train all its personnel in the safe use of ladders as mandated by Federal OSHA Standard 29 CFR 1926.1050-1060. Training must enable each employee to recognize hazards related to ladders and use proper procedures to minimize these hazards.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten LaGuardia Airport A.O.A. Security identification Card Application for each of its employees performing services under this Contract. No Supervisor, Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of Concourses A, B, C, D, of the Central Terminal Building will be allowed to perform any of the Work at these areas unless such personnel have been approved, in advance, by the Authority upon the Contractor's successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Authority at the Facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for training, separately quoted by the Contractor on the appropriate Cost Proposal Form for training.

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is

inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

8. Administrative Clerk Services

The Contractor shall provide the services of an Administrative Clerk, as required by the Manager, who shall possess a minimum of two (2) years experience in data input for Janitorial activities similar to those required by the Port Authority. The Administrative Clerk shall perform record keeping duties to ensure adherence to all contractual obligations as they relate to the day to day activities of the Contractor. Such duties include, but are not limited to, input of routine and periodic work orders, input of data relative to the performance of work required by each work order, preparation of reports and maintaining of records and such other related duties as may be specified by the Manager or his/her representative. It is currently anticipated that at the start of the Contract, the Administrative Clerk will perform these services Monday thru Friday between the hours of 7:30 a.m. and 3:30 p.m., exclusive of holidays identified in the clause hereof entitled "Holidays". The Administrative Clerk shall not perform duties such as payroll or Contractor invoice preparation.

9. Staffing Requirements

Staffing requirements shall be submitted in accordance with the requirements of the scope of work.

10. Materials, Supplies and Equipment

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provide by the Contractor hereunder shall include, but shall not be limited to a minimum of the following: detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the

following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

C. Equipment to be provide by the Contractor hereunder shall include, but shall not be limited to a minimum of the following: three (3) ride-on automatic triple action floor scrubbers with a minimum of 34 inch cleaning path and four (4) walk-behind battery operated type triple action floor scrubbers , one (1) Tenant battery operated automatic high speed floor burnisher, two (2) polishers (commonly known as single action floor machines), Two (2) Honda "BCS" power walk behind tractors model # GX 390 with snow blowers, snow plow and power broom attachments, three (3) two stage snow blowers, six (6) Meyers Hot Shot Professional walk behind spreaders model # 38190, twenty – four (24) heavy duty snow shovels, four (4) wet/dry vacuums with carts, twelve (12) hepa- filter upright vacuums, one (1) tenant V-BP-6 backpack battery operated vacuum, carpet shampoo equipment, steam cleaning equipment capable of delivering 180 degree water temperature at 3,000 p.s.i. which shall be self-contained with water, heating equipment and electrical power, two (2) Tread master escalator cleaning machines or an Authority approved equal, one (1) 100 gallon portable / removable water holding tank for pick–up truck, and cell phone communication devices compatible with Port Authority communication standards for each Resident Manager and Supervisor, which shall be inventoried monthly by the Contractor and reported to the Manager.

D All mechanically operated equipment must be in sound operating condition as determined by the Manager and the Contractor shall enter into Agreements for factory authorized maintenance for the ride-on and walk-behind scrubbers hereunder. In addition, all radios shall be functional at all times as determined by the Manager and subject to Port Authority inspection.

E. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, (see paragraph E below), sanitary napkins and tampons, sanitary napkin disposal drop boxes and bags and toilet seat covers and their refills which are located in the lavatories and other areas to be cleaned hereunder. The current standard soap dispenser at the Facility is Kimberly-Clarke-In-Sight Model #92551 (color smoke/gray); the current stainless steel seat cover dispenser is American Specialties, Inc. (ASI) Model #0477-SM; and the current sanitary napkin drop box is American Specialties, Inc. (ASI) Model #0852, and the Contractor shall maintain a minimum of six (6) spare units of each and the Port Authority staff will install such dispensers and containers so as to keep same in full working order.

F. Should the Manager determine that any such dispenser or container installed in accordance with Paragraph C above is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

G. The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work.

H. The following specification covers single ply toilet in roll form to be provided by the Contractor:

1. Requirements: Toilet tissue shall be white, unglazed, soft, strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fiber. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

a. Basic Weight (minimum)	10.5
b. Tensile Strength, dry 02./inch machine direction (minimum)	14
c. Absorbency (maximum)	25 seconds
d. Brightness (minimum)	78%

3. Workmanship: Toilet tissue shall be in accordance with specifications and shall be uniform in color; trimmed with clear smooth edges (no protrusion of tissue beyond the core ends will be permitted; non-perforated to allow even flow of tissue and shall conform to levels of quality established herein.

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

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fit properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

   Toilet Tissue Dimensions: Each roll of tissue shall not be less than 2,200 linear feet and shall have a width of not less than 3-15/16 inches, with a diameter of 9.0 inches around the core. The core shall be approximately 3.0 inches (inside diameter).

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

	Minimum	Maximum

Roll Width	7-3/4"	8.25"
Linear feet/roll	420	475'
Rolls per case	12/rolls/case	16 rolls/case
Basis Weight	24 lbs.	34 lbs.
Absorbency	--	20 sec.
Brightness	78%	--
Color	white	white
Tensile Strength-Dry	36 oz./inch Average Both Directions	
Tensile Strength-Wet	9 oz./inch Average Both Directions	
Recycled Content	40% Post Consumer Waste	

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

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

	Minimum	Maximum
Basis Weight	24 lbs.	34 lbs.
Absorbency	--	20 sec.
Brightness	78%	--
Color	white	white
Tensile Strength-Dry	36 oz./inch Average Both Directions	
Tensile Strength-Wet	9 oz./inch Average Both Directions	
Recycled Content	40% Post Consumer Waste	

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the

inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

11. Approval of Equipment, Materials and Supplies

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

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

12. Employee Uniforms and Appearance

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall the Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all times to the Manager's approval. In addition, the Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests.

The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. All uniforms, colors, types and styles shall be subject to the prior approval of the

Manager. The Contractor will also be responsible for ensuring that its employees are wearing ANSI approved shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform.

The Contractor will be granted a five (5) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder the following as a minimum: the Contractor's identification badge and vest.

The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work or to furnish the required number of employees at each location at the premises as specified.

13. Breakdown, Malfunction or Damage

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

14. Contractor's Vehicles – Parking - Licenses

A. The Contractor's vehicle requirements for the duration of this contract shall be the following:

1. A pickup truck, with the capability to transport a minimum of six (6) passengers and equipment that shall remain on the Facility premises at all times. This vehicle shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition.

2. A second vehicle, a pickup truck, with the capability to transport a minimum of six (6) passengers and equipment that shall remain on the Facility premises at all times. This vehicle shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition.

   All vehicles provided hereunder must have proper lights, proper lettering, be registered, pass state inspection, have no obvious physical damage and be maintained in accordance with manufacturer's requirements or specifications. No personal vehicles shall be used in the performance of this Contract. This vehicle shall be kept clean and neat at all times

B. At the Manager's discretion, the Port Authority may permit the Contractor during the effective period of this Contract to park the required motor vehicle described in A. above of this numbered clause in such locations as may from time to time or at any time be designated by the Manager.

C. The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and

procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

15. Site Specific Recycling and Trash Removal

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, the Port Authority has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to various dumpsters throughout the Facility to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters.

16. Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager.

   All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

   Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

The Contractor hereby further agrees to furnish to the Authority from time to time such other written reports in connection with its operations hereunder as the Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the facility.

17. Space Provided the Contractor

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

18. Inclement Weather Requirements – Snow Removal/Flood Response

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, sleet or flooding from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include but shall not be limited to, sidewalks, building entrance, emergency exits, bus stops, pedestrian crosswalks. Exterior areas will not include snow removal from actual Roadways. It may be required that the Contractor shall respond to areas on the facility as directed by the Manager to remove all water, debris, etc. associated with a flooded area. Squeegee mop, shop vacuum (wet and dry) may be needed to perform this function.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such personnel in the performance of such services shall be at the appropriate Price per Hour as same is set forth in the Contractor's Cost Proposal. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such record as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by

this numbered clause. The Manager shall notify the Contractor when its services for snow removal or flood response are no longer needed.

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

In addition to the materials, supplies and equipment referred to in Section 9, the Contractor shall further provide all snow blowers, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal and Flood Response Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal and Flood Response Services separately quoted by the Contractor under Snow Removal and Flood Response.

Photo Identification Cards for Contractor's Additional Employees - (snow emergency) - The Contractor shall provide photo identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

Sand/or deicing materials shall be applied by the Contractor to such exterior areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work that is designated by the Manager. The Contractor shall also submit daily usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the day covered.

19. Safety Provisions

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary

precautions for the safety of, and shall provide the necessary protection to prevent damage to or loss of property or injury to any person including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

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

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall, at his own expense and as an included cost, be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the Facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

20. Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform requested extraordinary cleaning services at the unit prices inserted by the Proposer in the attached Cost Proposal Form for "Extraordinary Cleaning Services." "Extraordinary Cleaning Services" shall not include the repetition of prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Such work shall include services in additional areas. It shall also include work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's request must specifically identify the work as Extraordinary Cleaning before such unit prices are payable.

21. EXHIBIT A - PART 1

SCOPE OF WORK

Routine Cleaning

1. **Station Cleaning**

This numbered clause of these Specifications enumerates those stations at the Site of Work which are to be cleaned hereunder on a regular basis and sets forth for each station, the days and times at which it is to be cleaned, the functions to be performed therein and the number of employees to be assigned thereto. Station cleaning shall be performed in full compliance with such requirements and in accordance with the provisions of these Specifications.

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

STATIONS

Station #A1	11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Concourse A Ladies and Men's Lavatories, Second Floor Eastside Departures Ladies and Men's Lavatory and Family Assist Lavatories #1 and # 2.
Duties:	Thoroughly Clean / Policing
Station #A2	11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Concourse B Ladies and Men's Lavatories (B-2 Gate Area), Concourse B, Two (2) Ladies Lavatories across from Gate B-5, Rear corridor A–B Ladies and Men's lavatories.
Duties:	Thoroughly Clean / Policing
Station #A3	11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Concourse C Ladies and Men's Lavatories (Gate C-10 Area), Concourse C Security Area Ladies and Men's Lavatories, Rear Corridor C-D Ladies and Men's Lavatory
Duties:	Thoroughly Clean / Policing
Station #A4	11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Concourse D Ladies and Men's Lavatory, Independent Ladies Lavatory (Westside Rear Corridor), Arrivals Area D Ladies and Men's Lavatory.
Duties:	Thoroughly clean / Policing
Station #A5	11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas:	Central Terminal Building (CTB) –Arrivals Area A Ladies and Men's Lavatory, Arrivals Area B Ladies and Men's Lavatory, Arrivals Area C Ladies and Men's Lavatory, Operation 1st Fl Ladies and Men's Lavatories.
Duties:	Thoroughly Clean / Policing

PROCEDURES:

The thorough cleaning of lavatories shall consist of the following as a minimum: refill all soap, paper towel, toilet paper, commode seat covers and sanitary napkin dispensers, dust, clean, deodorize and sanitize all surfaces of all items such as walls, ceilings, partitions, commodes, urinals, sinks, radiators, doors, dispensers, ledges, vents, and mirrors, etc., clean, deodorize inside and outside all sanitary napkin receptacles, trash cans, etc.; sweep, mop and deodorize floors. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations. All surfaces must be left clean, dry and streak free.

After lavatory is inspected and approved by the Supervisor to be open to the public, rove the public floor keeping the area clean and neat and periodically check each lavatory keeping it clean and stocked until relieved on the public floor by the appropriate B tour station cleaner.

FLOOR CARE

Station #A6

11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB - Concourses A thru D Center Corridors, all Concourse Staircases to First Floor and Third Floor Corridor East to West.

Duties:

Dust Mop, Machine scrub and rinse, wet mop concourse floor surfaces. Concourse staircases leading to first level will be swept and mopped weekly.

Preparation: All gum and debris shall be removed from the floor surface and hand swept and wet mopped, if necessary. Baseboards, corners, protrusions of the floor of any kind shall be cleaned or scrubbed if necessary.

Station #A7

11:00 p.m. to 7:30 a.m. - Two (2) Workers - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB Third Floor West Connector, Third Floor West Escalator Lobby, West Escalator Lobby (Seating Area), C to D Rear Corridor, Concourse Ramps C and D, all Transverse Corridor Stairs leading to and from Arrivals and Departures, C to D Common Corridor Arrivals area, and Arrivals Transverse Corridors. Basement Corridor including Elevator Lobbies and Escalator Treadmaster Cleaning.

Duties:

Machine scrub and rinse. All staircases shall be wet mopped nightly. The Treadmaster machine shall be run on at least one escalator per night for a minimum of thirty (30) minutes in accordance with a Port Authority approved schedule or as directed by the Manager.

Preparation: All gum and debris shall be removed from the floor surface and hand swept and wet mopped, if necessary. Baseboards, corners, protrusions of the floor of any kind shall be cleaned or scrubbed if necessary.

Station #A8

11:00 p.m. to 7:30 a.m. - Two (2) Workers - (7 days, including Saturday, Sunday and holidays)

Areas:

CTB Third Floor East Connector, Third Floor East Escalator Lobby, East Connector Escalator Lobby (Seating Area), A to B Rear Corridor, Concourse Ramps

A and B, all Transverse Corridor stairs leading to and from Arrivals and Departures, A to B Common Corridor Arrivals areas, and Arrivals Transverse Corridors. Basement Corridor including Elevator Lobbies and Escalator Treadmaster Cleaning.

Duties:

Machine scrub. All staircases shall be mopped nightly. The Treadmaster machine shall be run on at least one escalator per night for a minimum of thirty (30) minutes in accordance with an Authority approved schedule or as directed by the Manager.

Preparation: All gum and debris shall be removed from the floor surface and dusting, if necessary. Baseboards, corners, protrusions of the floor of any kind shall be cleaned or scrubbed if necessary.

PROCEDURES:

Machine Scrubbing and Rinsing of Floor Surfaces

All gum and debris shall be removed from the floor surface, hand swept and wet mopped if necessary. Baseboards, corners, protrusions of the floor of any kind should be cleaned or hand scrubbed as necessary. The Contractor shall machine scrub and rinse the assigned section of an entire area assigned using a "walk behind" automatic triple action floor scrubber.. With a clean mop, the Contractor shall mop any solution tracts, pools or debris left by the operation, paying special attention to corners, baseboards or protrusions from the floor of any kind. This work must be performed to the satisfaction of the Manager. The Contractor shall remove and replace all furniture, portable signs, trash cans and other moveable objects in the assigned area.

Station #A9 11:00 p.m. to 7:30 a.m. – Two (2) Workers - (7 days, including Saturday, Sunday and holidays)

Areas: CTB First Floor and Second Floor Sidewalks, Hotel Pickup Island, First Floor Passenger Pickup Island and Second Floor Sidewalk and Second Floor Passenger Drop-off Island.

Duties: Machine Scrub / Power Sweep nightly or as directed by the Manager

PROCEDURES

Machine Scrubbing and Rinsing of Floor Surfaces

All gum and debris shall be removed from the floor surface, hand swept and wet mopped if necessary. Baseboards, corners, protrusions of the floor of any kind should be cleaned or

hand scrubbed as necessary. The Contractor shall machine scrub and rinse the assigned section of an entire area assigned using a "ride on" automatic floor triple action scrubber.. With a clean mop, the Contractor shall mop any solution tracks, pools or debris left by the operation, paying special attention to corner, baseboards or protrusions from the floor of any kind. This work must be performed to the satisfaction of the Manager. The Contractor shall remove and replace all furniture, portable signs, trash cans and other moveable objects in the assigned area.

Single Action/Hand Scrub

Single action and/or hand scrubbing is required in areas too small for the ride-on machine, as it pertains to baseboards or any item protruding from or attached to the sidewalk. The Manager may request hand scrubbing in any area or on an item. Upon completion of scrubbing duties, The cleaner shall clean the machine getting it ready for the next days' use. Upon completion of machine cleaning, the first cleaner will also rove the station keeping the area clean until relieved on the public floor by appropriate B tour cleaner.

Station #A10 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: All Areas-Trash - Stockroom

Duties: Pick up all trash except lavatories and offices, depositing trash into assigned disposal areas. Transport all collected trash nightly to the Westside trash compactors. All trash and debris must be separated and placed in appropriate trash containers. Prepare carts for B-Tour with a full setup of products and equipment needed for each station. Store, inventory and reorder contractor supplies. Maintain neat and clean appearance in storage area nightly. Clean PE-1, PE-2, FE-1 and FE-2 elevator floors, walls and door tracks nightly.

Station #A11 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) Concourses A thru D, Third Floor Corridor East to West.

Duties: Spray buffing resilient tile floors and A thru D concourse corridors twice weekly or as directed by Manager. Assist station A6 as directed by Manager.

STATIONS

Station #B1 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas:	Central Terminal Building (CTB)- Second Floor - Concourse A Ladies Lavatory, Concourse A Common Corridor from Post TSA Security Area to Gate A-5, and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Concourse A
Station #B2	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB)- Second Floor - Concourse A Men's Lavatory, Policing of Common Corridor from Post TSA Security Area to Gate A-5, and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Concourse A
Station #B3	7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor- Concourse A Ladies Lavatory Departures Level Ticketing (TSA Security), Family Assist lavatory # 1, Transverse Corridor from TSA Security Door to Escalators #5 and #6, Concourse A Baggage Area Ladies Lavatory, Escalator surfaces on Escalators #5 and #6.
Duties:	Lavatory Attendant / Policing, Clean Concourse-A Elevator Floor, Walls, Doors and Door Tracks. Wipe down Escalator surfaces on Escalators #5 and #6.
Station #B4	7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B, Ladies Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse B Passenger Elevator, and Escalator #2.
Duties:	Lavatory Attendant Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator Floor, Walls, Doors, Door Tracks and Escalator #2 surfaces.

Station #B5	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B Men's Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse B Passenger Elevator, Doors, Door Tracks, Eastside Second Floor Sidewalk Departures Area A to Departures Area B
Duties:	Lavatory Attendant/ Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator, Walls, Doors, Door Tracks, Policing Eastside Second Floor Sidewalk Departures Area A to Departures Area B
Station #B6	7:00 a.m. to 3:30 p.m. - Two (2) Female Workers - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse B, One Cleaner, Gate B2 Ladies Lavatory, B4 Passenger Loading Bridge, Seating Area and Common Corridor from TSA Security to Gate B4. Gate B5, One Cleaner, Ladies Lavatories #1 and #2, B5 Seating Area, Gate B5 Passenger Loading Bridge and Common Corridor to GateB4.
Duties:	Lavatory Attendant / Policing of Ladies Lavatories, Common Corridors, Gate Seating Areas and Passenger Loading Bridges B4 and B5.
Station #B7	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse B, Men's Lavatory, Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs

Station #B8 7:00 a.m. to 4:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Area: Central Terminal Building (CTB) - Second Floor C-D Rear Corridor and Ladies Lavatory, C-D Ladies Lavatory (Independent Lav.), Concourse D Ramp, Transverse Corridor, Elevator, Elevator Lobby, West Escalator Lobby and all Exit Stairs

Duties: Lavatory Attendant / Policing - Second Floor C-D Rear Corridor and Ladies Lavatory, C-D Ladies Lavatory (Independent Lav.), Concourse D Ramp, Transverse Corridor, Elevator, Elevator Lobby, West Escalator Lobby and all Exit Stairs

Station B9 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor Rear Corridor C-D, Men's Lavatory, West Escalator Lobby to Concourse C Ramp, Policing Westside Second Floor Sidewalk from Concourse C to West Service Corridor and Exit Stairs

Duties: Lavatory Attendant / Policing of Rear Corridor C-D including, Elevators, Escalators West Escalator Lobby, Policing Westside Second Floor Sidewalk from Concourse C to West Service Corridor all Exit Stairs

Station #B10 7:00 a.m. to 3:30 p.m. – Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor Concourse C, Security Ladies Lavatory and Gate C-10 Ladies Lavatory, Policing Concourse C Common Corridor

Duties: Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 including all Exit Stairs

Station #B11	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse C, Security Men's Lavatory, and Gate C-10 Men's Lavatory, Policing Concourse C Common Corridor from Security Area to Gate C10 including all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 and all Exit Stairs
Station #B12	7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Ladies Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor and all Exit Stairs
Station #B13	7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Men's Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor from Gate D8 to Security Area and all Exit Stairs
Station #B14	7:00 a.m. to 3:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Sidewalk from Eastside to Westside Service Corridor, Passenger Drop-off Islands and East and West Freight Elevator Lobbies
Duties:	Policing of Sidewalks, Passenger Drop-off Islands, West Service Corridor, Clean Glass Doors and East and West Freight Elevator Lobby Floors including the Cleaning

and Empting of Cigarette Butt Receptacles

Station #B15 7:00 a.m. to 3:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - All Floors, and Stockroom, Elevators PE-1, PE-2, FE-1, FE-2 and Policing of Basement Corridor. Saturday and Sunday Policing Third Floor Corridor and Lavatories. Restock and Remove Trash

Duties: Trash Removal, Stockroom Duties and Re-supplying Carts, Daily Cleaning of Elevator Interior Floors, Walls, Doors, Door Tracks in PE-1, PE-2, FE-1, FE-2 and Policing of Basement Corridor

NOTE: Saturday and Sunday Policing of Third Floor East and West Connectors, Third Floor Corridors and Lavatories Once per Tour. Restock and Remove Trash or as Directed by Manager

Station #B16 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrivals Area A Men's Lavatory, Men's Lavatory Second Floor Concourse A Ticketing (TSA Security), including Family Assist lavatory # 2, First Floor Central Heating Plant

Note: Daily Policing of the Heating Plant Kitchen, all Lavatories and Office Areas Twice Daily.

Duties: Lavatory Attendant / Policing of Heating Plant Kitchen, Lavatories and Office Areas Twice Daily.

Station #B17 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrival Area B Ladies Lavatory, Policing Common Corridor Arrivals Area B to Arrivals Area A, First Floor Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines

Duties: Lavatory Attendant / Policing Common Corridor Arrivals Area B to Arrivals Area A including First Floor Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine

Station #B18 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrivals Area B Men's Lavatory, First Floor Operations Ladies and Men's Lavatories, Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Duties: Lavatory Attendant/ / Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Station #B19 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrival Area C Ladies Lavatory, Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Duties: Lavatory Attendant / Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Station #B20 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D Ladies Lavatory, Arrivals Area D to the Welcome Center, including Arrival Area D Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines.

Duties: Lavatory Attendant / Policing of Arrivals Area D from the Common Corridor to the Welcome Center, Clean Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine.

Station #B21 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D and C Men's Lavatories, Arrivals Area D and Arrivals Area C Common Corridor, including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines

Duties: Lavatory Attendant / Policing of Arrivals Area D and Arrivals Area C Common Corridor including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines

Station #B22 7:00 a.m. to 3:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) First Floor Arrivals Area Sidewalk from Eastside to Westside, including Islands (Inner Island and Outer Island)

Duties: Policing of Sidewalk, Islands (Inner Island and Outer Island), Cleaning Chrome Handrails, Columns, Cleaning and Empting Cigarette Butt Receptacles, Gum and Trash Removal

Station #B23 7:00 a.m. to 3:30 p.m. - One Worker - (5 days, Mon thru Friday including holidays)

Areas: Central Terminal Building (CTB) - Third Floor -Corridor from East to West End, East Connector Corridor, West Connector Corridor, Family Assisted Lavatory, Ladies Lavatory, Men's Lavatory, East Escalator Lobby, West Escalator Lobby, Port Operations Staff Office, Contract Services Office, Lavatory, I.D. Office and Lavatories, Taxi Dispatchers Male and Female Lavatories, and all Exit Stairs

Duties: Policing / Trash Removal

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, loading bridges, office areas, storage areas, concourses, gates, common corridor arrival areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and cigarette butt receptacles shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, including the area from curb line to three (3) feet of roadway.

Note: All Sidewalk Station Personnel Must Wear an Approved Safety Vest at all times.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

STATIONS

Station #C1	3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB)- Second Floor - Concourse A Ladies Lavatory, Concourse A Common Corridor from Post TSA Security Area to Gate A-5, and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Concourse A
Station #C2	3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB)- Second Floor - Concourse A Men's Lavatory, Policing of Common Corridor from Post TSA Security Area to Gate A-5, and all Exit Stairs
Duties:	Lavatory Attendant / Policing of Concourse A
Station #C3	3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor- Concourse A Ladies Lavatory Departures Level Ticketing (TSA Security), Family Assist lavatory # 1, Transverse Corridor from TSA Security Door to Escalators #5 and #6, Concourse A Baggage Area Ladies Lavatory and First Floor Eastside Arrivals Area Common Corridors.
Duties:	Lavatory Attendant / Policing Eastside Second Floor Sidewalk Departures Area A to Departures Area B, Clean Concourse-A Elevator Floor, Walls, Doors and Door Tracks. Wipe down Escalator surfaces on Escalators #5 and #6.
Station #C4	3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B, Ladies Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse

B Passenger Elevator, and Escalator #2.

Duties: Lavatory Attendant Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator Floor, Walls, Doors, Door Tracks and Escalator #2 surfaces

Station #C5 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Rear Corridor A-B Men's Lavatory, Rear Corridor A-B Escalator Lobby, Rear Corridor from TSA Security Area to Concourse B Transverse Corridor, Stairs, Concourse B Passenger Elevator, Doors, Door Tracks, Eastside Second Floor Sidewalk Departures Area A to Departures Area B

Duties: Lavatory Attendant/ Policing of Rear Corridor, Transverse Corridors, Stairs, Concourse B Passenger Elevator, Walls, Doors, Door Tracks, Policing Eastside Second Floor Sidewalk Departures Area A to Departures Area B

Station #C6 3:00 p.m. to 11:30 p.m. – Two (2) Female Workers - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Concourse B, One Cleaner, Gate B2 Ladies Lavatory, B4 Passenger Loading Bridge, Seating Area and Common Corridor from TSA Security to Gate B4. Gate B5, One Cleaner, Ladies Lavatories #1 and #2, B5 Seating Area, Gate B5 Passenger Loading Bridge and Common Corridor to GateB4.

Duties: Lavatory Attendant / Policing of Ladies Lavatories, Common Corridors, Gate Seating Areas and Passenger Loading Bridges B4 and B5.

Station #C7 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - Second Floor - Concourse B, Men's Lavatory, Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs

Duties:	Lavatory Attendant / Policing of Gate B-4 Seating Area, Common Corridor, Concourse B Ramp Level Corridor and all Exit Stairs
Station # C8	3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Area:	Central Terminal Building (CTB) - Second Floor C-D Rear Corridor and Ladies Lavatory and all Exit Stairs
Duties:	Lavatory Attendant / Policing - Second Floor C-D Rear Corridor, Ladies Lavatory, West Escalator Lobby and all Exit Stairs
Station # C9	3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Rear Corridor C-D, Men's Lavatory, West Escalator Lobby to Concourse C Ramp, Policing Westside Second Floor Sidewalk from Concourse C to West Service Corridor and Exit Stairs
Duties:	Lavatory Attendant / Policing of Rear Corridor C-D including, Elevators, Escalators West Escalator Lobby, Policing Westside Second Floor Sidewalk from Concourse C to West Service Corridor all Exit Stairs
Station #C10	3:00 p.m. to 11:30 p.m. – Female Workers - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse C, Security Ladies Lavatory and Gate C-10 Ladies Lavatory, Policing Concourse C Common Corridor
Duties:	Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 including all Exit Stairs
Station #C11	3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas:	Central Terminal Building (CTB) - Second Floor Concourse C, Security Men's Lavatory, and Gate C-10 Men's Lavatory, Policing Concourse C Common Corridor from Security Area to Gate C10 including all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse C Common Corridor from Security Area to Gate C-10 and all Exit Stairs
Station #C12	3:00 p.m. to 11:30 p.m. – One Female Worker - (7 days, Including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Ladies Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor and all Exit Stairs
Station #C13	3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Concourse D Men's Lavatory and Policing Concourse D Common Corridor from Gate D8 to Security Area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Concourse D Common Corridor from Gate D8 to Security Area and all Exit Stairs
Station #C14	3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - Second Floor Sidewalk from Eastside to Westside Service Corridor, Passenger Drop-off Islands and East and West Freight Elevator Lobbies
Duties:	Policing of Sidewalks, Passenger Drop-off Islands, West Service Corridor, Clean Glass Doors and East and West Freight Elevator Lobby Floors including the Cleaning and Empting of Cigarette Butt Receptacles

Station #C15	3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - All Floors, and Stockroom, Elevators PE-1, PE-2, FE-1, FE-2 and Policing of Basement Corridor. Saturday and Sunday Policing Third Floor Corridor and Lavatories. Restock and Remove Trash
Duties:	Trash Removal, Stockroom Duties and Re-supplying Carts, Daily Cleaning of Elevator Interior Floors, Walls, Doors, Door Tracks in PE-1, PE-2, FE-1, FE-2 and Policing of Basement Corridor **NOTE: Saturday and Sunday Policing of Third Floor East and West Connectors, Third Floor Corridors and Lavatories Once per Tour. Restock and Remove Trash or as Directed by Manager**
Station #C16	3:00 p.m. to 11:30 p.m. – One Male Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - First Floor Arrivals Area A Men's Lavatory, Men's Lavatory Second Floor Concourse A Ticketing (TSA Security), including Family Assist lavatory # 2, First Central Heating Plant **Note: Daily Policing of the Heating Plant Kitchen, all Lavatories and Office Areas Twice Daily.**
Duties:	Lavatory Attendant / Policing of Heating Plant Kitchen, Lavatories and Office Areas Twice Daily.
Station #C17	3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) - First Floor – Arrivals Area B Ladies Lavatory, Policing Common Corridor Arrivals Area B to Arrivals Area A including First Floor Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines
Duties:	Lavatory Attendant / Policing Common Corridor Arrivals Area B to Arrivals Area A including First Floor

Corridor to Loading Dock Glass Doors including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine

Station #C18 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrivals Area B Men's Lavatory, First Floor Operations Ladies and Men's Lavatories, Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Duties: Lavatory Attendant/ / Policing of First Floor Sidewalks from Eastside Arrivals Area A to Eastside Arrivals Area B

Station #C19 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor – Arrival Area C Ladies Lavatory, Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Duties: Lavatory Attendant / Policing of Arrivals Area C Common Corridor including Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines, Arrivals Area C Elevator and Escalator, Policing of Arrivals Area C to Arrivals Area D Sidewalk Including Westside American Taxi Hold Sidewalk

Station #C20 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D Ladies Lavatory, Arrivals Area D to the Welcome Center, including Arrival Area D Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines.

Duties: Lavatory Attendant / Policing of Arrivals Area D from the Common Corridor to the Welcome Center. Clean

Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machine.

Station #C21 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) - First Floor Arrivals Area D and C Men's Lavatories, Arrivals Area D and Arrivals Area C Common Corridor, including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, Money Changing Machines

Duties: Lavatory Attendant / Policing of Arrivals Area D and Arrivals Area C Common Corridor including Escalators, Elevators, Welcome Center Kiosks, Cash Machines, Glass, Doors, and Money Changing Machines

Station #C22 3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Central Terminal Building (CTB) First Floor Arrivals Area Sidewalk from Eastside to Westside, including Islands (Inner Island and Outer Island)

Duties: Policing of Sidewalk, Islands (Inner Island and Outer Island), Cleaning Chrome Handrails, Columns, Cleaning and Empting Cigarette Butt Receptacles, Gum and Trash Removal

Station #C23 3:00 p.m. to 11:30 p.m. - One Worker - (5 days, Mon thru Friday including holidays)

Areas: Central Terminal Building (CTB) - Third Floor - Corridor from East to West End, East Connector Corridor, West Connector Corridor, Family Assisted Lavatory, Ladies Lavatory, Men's Lavatory, East Escalator Lobby, West Escalator Lobby, Port Operations Staff Office, Contract Services Office, Lavatory, I.D. Office and Lavatories, Taxi Dispatchers Male and Female Lavatories, and all Exit Stairs

Duties: Policing / Trash Removal

Station #C24	3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)
Areas:	Central Terminal Building (CTB) – Rear Corridor Female Lavatory (Independent Lavatory), Concourse D Ramp, Transverse Corridor and including Westside Service Corridor
Duties:	Lavatory Attendant / Policing
Station #C25	3:00 p.m. to 11:30 p.m. – One Female Worker - (5 days, Mon thru Friday including holidays)
Areas:	Central Terminal Building (CTB) - Second Floor - Concourse D Ladies Lavatory and Common Corridor from Gate D8 to Security area, Exit Corridor and all Exit Stairs
Duties:	Lavatory Attendant / Policing Common Corridor and all Exit Stairs

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, loading bridges, office areas, storage areas, concourses, gates, common corridor arrival areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and cigarette butt receptacles shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and

cigarette butts, including the area from curb line to three (3) feet of roadway.

Note: All Sidewalk Station Personnel Must Wear an Approved Safety Vest at all times.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

CENTRAL TERMINAL BUILDING (CTB)

PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas at the frequencies set forth below; however, such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glassing cleaning, which shall be performed between the hours of 7:00 a.m. and 7:00 p.m., all periodic cleaning shall be performed between the hours of 11:00 p.m. and 7:00 a.m., unless otherwise determined by the Manager, shall include the following:

1. PERIODIC CLEANING OF LAVATORIES

Areas and Approximate Size: (Sq. Ft.)

CONCOURSE A LADIES ROOM
Floor 329 sq. ft., Walls 703 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE A MENS ROOM
Floor 268 sq. ft., Walls 692 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B LADIES LAVATORY
Floor 166 sq. ft., Walls 545 sq. ft.
Including Ceilings, Light Fixtures and Vents

SECOND FLOOR DEPARTURES LEVEL FAMILY ASSISTED LAVATORY #1
Concourse A Ticketing TSA Security)
Floor 128 sq. ft., Walls 531 sq. ft.
Ceilings, Light Fixtures and Vents
Including Ceilings, Light Fixtures and Vents

SECOND FLOOR DEPARTURES LEVEL FAMILY ASSISTED LAVATORY #2

Concourse A Ticketing TSA Security)
Floor 72 sq. ft., Walls 324 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B LADIES LAVATORY
Floor 280 sq. ft., Walls 774 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR A – B MEN'S LAVATORY
Floor 258 sq. ft., Walls 774 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE B LADIES LAVATORY
Floor 334 sq. ft., Walls 840 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE B MEN'S LAVATORY
Floor 268 sq. ft., Walls 984 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE B GATE B5 AREA LADIES LAVATORY # 1
Floor 78 sq. ft., Walls 365 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE B GATE B5 AREA LADIES LAVATORY # 2
Floor 101 sq. ft., Walls 357 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE C LADIES LAVATORY
Floor 267 sq. ft., Walls 680 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE C MEN'S LAVATORY
Floor 280 sq. ft., Walls 654 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE C LADIES SECURITY LAVATORY
Floor 303 sq. ft., Walls 832 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE C MEN'S SECURITY LAVATORY
Floor 334 sq. ft., Walls 848 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR C – D LADIES LAVATORY
Floor 504 sq. ft., Walls 990 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR C – D MEN'S LAVATORY
Floor 384 sq. ft., Walls 66 sq. ft.
Including Ceilings, Light Fixtures and Vents

REAR CORRIDOR C – D INDEPENDENT LADIES LAVATORY
Floor 308 sq. ft., Walls 756 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE D LADIES LAVATORY
Floor 737 sq. ft., Walls 1,704 sq. ft.
Including Ceilings, Light Fixtures and Vents

CONCOURSE D MEN'S LAVATORY
Floor 600 sq. ft., Walls 1,593 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM D LADIES LAVATORY
Floor 375 sq. ft., Walls 416 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM D MEN'S LAVATORY
Floor 352 sq. ft., Walls 391 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM C LADIES LAVATORY

Floor 252 sq. ft., Walls 813 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM C MEN'S LAVATORY
Floor 288 sq. ft., Walls 828 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM B LADIES LAVATORY
Floor 216 sq. ft., Walls 639 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM B MEN'S LAVATORY
Floor 198 sq. ft., Walls 608 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM A LADIES LAVATORY
Floor 270 sq. ft., Walls 748 sq. ft.
Including Ceilings, Light Fixtures and Vents

BAGGAGE CLAIM A MEN'S LAVATORY
Floor 234 sq. ft., Walls 700 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR LADIES LAVATORY CENTER SECTION
Floor 240 sq. ft., Walls 660 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR MEN'S LAVATORY CENTER SECTION
Floor 245 sq. ft., Walls 577 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR CENTER CORRIDOR FAMILY LAVATORY
Floor 77 sq. ft., Walls 302 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR TAXI DISPATCHER'S FEMALE LAVATORY
Floor 200 sq. ft., Walls 448 sq. ft.
Including Ceilings, Light Fixtures and Vents

THIRD FLOOR TAXI DISPATCHER'S MALE LAVATORY
Floor 156 sq. ft., Walls 440 sq. ft.
Including Ceilings, Light Fixtures and Vents

Frequency of Cleaning: 2 x yr

Each Lavatory must be cleaned in its entirety at each frequency.

PROCEDURES:
Periodic cleaning of lavatories shall consist of the following as a minimum: dust, scrub, wash and rinse, clean deodorize and sanitize all surfaces of all items within the lavatory, such as but not limited to; walls, ceilings, vents, light fixtures inside and out, partitions, commodes, urinals, sinks, radiators, doors, dispensers, ledges, mirrors etc., clean, sanitize and deodorize inside and out, all trash receptacles, cans, sweep, machine scrub and deodorize floors. All surfaces of all items must be left clean and streak free. Note: Painted ceilings shall not be washed.

2. **WALL AND CEILING SURFACE CLEANING COMMON USE AREAS ONLY**
Areas and Approximate Sq. Ft.

CONCOURSE A
Approximate Area Sq. Ft. = 11,900
Includes Walls, Ceiling (Metal Slat), Light Fixtures and Vents

CONCOURSE A TRANSVERSE CORRIDOR
Approximate Area Sq. Ft. = 1,850

REAR CORRIDOR A – B- INCLUDES EAST ESCALATOR SEATING AREA
Approximate Area Sq. Ft. = 4060
Includes Walls, Painted Ceiling, Light Fixtures and Vents

CONCOURSE B TRANSVERSE CORRIDOR
Approximate Area Sq. Ft. = 2,200

CONCOURSE B
Approximate Area Sq. Ft. =10,425
Includes Walls, Ceiling (Metal Slat), Light Fixtures and Vents

EAST AND WEST SECOND FLOOR FREIGHT ELEVATOR LOBBY
Approximate Area Sq. Ft. = 210
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

CONCOURSE C
Approximate Area Sq. Ft. = 10,360
Includes Walls, Ceiling (Metal Slat), Light Fixtures and Vents

CONCOURSE C TRANSVERSE CORRIDOR
Approximate Area Sq. Ft. = 2,420

REAR CORRIDOR C - D INCLUDES WEST ESCALATOR SEATING AREA
Approximate Area Sq. Ft. = 6,350
Includes Walls, Painted Ceiling, Light Fixtures and Vents

CONCOURSE D TRANSVERSE CORRIDOR/ INCLUDES CONCOURSE D RAMP
Approximate Area Sq. Ft. = 5,000
Walls, Ceilings and Vents

CONCOURSE D
Approximate Area Sq. Ft. = 12,250
Walls, Vents / ONLY

ARRIVALS AREA C TO D / INCLUDES PATRON SEATING AREAS
Approximate Area Sq. Ft. = 17,240
Includes Walls, Painted Ceilings, Metal Pan Ceilings, Light Fixtures and Vents

ARRIVALS AREA A TO B / INCLUDES PATRON SEATING AREAS
Approximate Area Sq. Ft. = 19,700
Includes Walls, Painted Ceilings, Metal Pan Ceilings, Light Fixtures and Vents

THIRD FLOOR EAST CONNECTOR / THIRD FL. EAST ESCALATOR LOBBY
Approximate Area Sq. Ft. = 10,170
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

THIRD FLOOR WEST CONNECTOR / THIRD FL. WEST ESCALATOR LOBBY
Approximate Area Sq. Ft. = 10,520
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

THIRD FLOOR CORRIDOR
Approximate Area Sq. Ft. = 9,100
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3577 OPERATIONS CLASSROOM AND CORRIDOR
Approximate Area Sq. Ft. = 431
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3870 MEETING ROOM
Approximate Area Sq. Ft. = 1,420
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM 3801 OPERATIONS STAFF OFFICE COMPLEX
Approximate Area Sq. Ft. = 2,820
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents
Men's Lavatory: = 90 sq. ft.
Ladies Lavatory: = 80 sq. ft.

ROOM 3677 CONTRACT SERVICES OFFICE COMPLEX
Approximate Area Sq. Ft. = 2,525
Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

Lavatory: 150 sq. ft.

ROOM 3570C - CTB RESIDENT ENGINEER'S OFFICE
Approximate Area Sq. Ft. = 3,620

Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

ROOM OPS1 OPERATIONS OFFICE COMPLEX 1st. fl.
Approximate Area Sq. Ft. = 6,500

Includes Walls, Acoustic Ceilings, Light Fixtures and Vents

Men's Lavatory = 200 sq. ft.
Ladies Lavatory = 200 sq. ft.

NOTE: Corridors include ramps to Concourses, the Escalator and Elevator Lobby on the same floor and halls to Ticket Counters.

Frequency of Cleaning: 1 x yr.

PROCEDURES:
Thorough cleaning of walls and ceilings shall include the following: the thorough cleaning of all surfaces of all items of the ceiling and walls; ceiling to include lights, vents, joints, fascias, soffits, etc., attached to the ceiling. Ceilings designated as acoustic tile, commercial shall be dusted and vacuumed. All other surfaces (with the exception of painted ceiling surfaces) shall be washed and rinsed. Walls shall include joints, doors, windows and frames, pipes, hoses, signs, etc. attached to the walls. All surfaces of all items must be left clean and streak free. Desks and storage cabinets are not included as part of the periodic work.

Thorough cleaning of lavatories shall consist of the following as a minimum: dust, scrub, wash and rinse, clean deodorize and sanitize all surfaces of all items within the lavatory, such as but not limited to; walls, ceilings, vents, light fixtures inside and out, partitions, commodes, urinals, sinks, radiators, doors, dispensers, ledges, mirrors etc., clean, sanitize and deodorize inside and out, all trash receptacles, cans, sweep, machine scrub and deodorize floors. All surfaces of all items must be left clean and streak free. Note: Painted ceilings shall not be washed.

Square footage for walls includes, glass and mullions, fascias, soffits, returns, partitions anything and everything attached to the wall and between the ceiling and floor.

Square footage of ceiling includes vents, lights, signs, facias, soffits and anything attached to the ceiling between the walls. Square footage stops or starts at security roll down gate. Each area listed above shall be cleaned in its entirety at each frequency.

3. **SHAMPOOING OF CARPETED FLOOR SURFACES USING EITHER A HIGH IMPACT LIQUID EXTRACTION METHOD OR WET FOAM BONNET METHOD AS DIRECTED BY THE MANAGER**

Areas and Approximate Size (Sq. Ft.):

Room 3870 Meeting Room 1,100 sq. ft.
Room 3801 Operations Staff Office Complex 2,820 sq. ft.
Room 3677 Contract Services Office Complex 2,525 sq. ft.
Room 3570A Security I.D. Office Complex 1st Fl. 3,300 sq. ft.
Room 3570C CTB Resident Engineer's Office 3,620sq. ft.
Room 3577 Operations Classroom and Corridor 431 sq. ft

Approximate Total. Ft.
Frequency of Cleaning: 1 x yr.

PASSENGER LOADING BRIDGES / GATE SEATING AREAS CONCOURSE B / SHAMPOOING OF CARPETED FLOOR SURFACES USING EITHER A HIGH IMPACT LIQUID EXTRACTION METHOD OR WET FOAM BONNET METHOD AS DIRECTED BY THE MANAGER

Concourse B Lounge and Loading Bridge Gate B4 1,500 sq. ft.
Concourse B Lounge and Loading Bridge Gate B5 1,500 sq. ft.

Approximate Total 3,000 Sq. Ft.
Frequency of Cleaning: 4 x yr.

PROCEDURES:
The Contractor shall move all furniture, vacuum, pre-treat spots, remove gum and any foreign debris from the carpet surface using either a high impact liquid extraction method or wet foam bonnet method, shampoo all carpets. Any areas too small for shampoo unit shall be done by hand.

The Contractor shall report all rips, wear spots or non-cleanable areas to the Manager. Carpets must be dry by 5:00 a.m. immediately following each frequency of cleaning. Additional extraction shall be required to ensure that carpets will be dry by 5:00 a.m. in the Lounges immediately following each frequency of cleaning. Areas must be coned or cautioned taped until dry.

PROCEDURES:
Thorough cleaning of the above areas shall include, but not be limited to the following: remove all debris; gum, steam clean and degrease walls; floors, columns, ramps, steps and all items in the area, wash and rinse light fixtures. The Contractor shall not leave standing water inside caged areas and depressions/craters. The Contractor shall use anti-icing agent provided by the Authority in all areas where there is a potential for freezing conditions.

Note: The Contractor shall utilize an Authority provided anti-icing agent when potential for freezing exists.

4. **WASHING, RINSING, DRYING AND POLISHING OF EXTERIOR SURFACES INCLUDING AREAS LOCATED AT A HEIGHT OF ABOVE TEN (10) FEET UTILIZING SPECIAL EQUIPMENT IN COMPLIANCE WITH FEDERAL OSHA REGULATIONS**

Areas and Approximate Size (Sq. Ft.):

PLEXIGLASS SKYLIGHTS
Second Floor Island including; 3 skylights,
First Floor Island including; 3 skylights

STAINLESS STEEL COLUMNS AND ELECTRICAL CABINETS (EXTERIOR)
First Floor Islands 51 Columns - 5 electrical cabinets 15,300 sq. ft.
Includes all affixed upward facing lighting fixtures

Second Floor Islands 35 columns - 4 electrical cabinets 11,100 sq. ft.

5. **POWER WASHING AND RINSING OF PAINTED APPLE SCULPTURE FENCE**

Area and Approximate Size (Linear Feet):

Apple Sculpture Fence First Floor (3,604), Apple Sculpture Fence Second Floor (3,268)

Approximate Total: 6,873 Linear Feet
Frequency of Cleaning: 2 x yr.

6. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Note: Areas at a height above ten (10) feet shall be cleaned utilizing equipment in compliance with Federal OSHA Regulations.

Areas and Approximate Size (Sq. Ft.)

First Floor Interior and Exterior Surfaces (includes glass, mullions, handrails, chrome fascias, soffits, columns, marble fascia at sidewalk) (19,200 Sq. Ft.)

Second Floor - Exterior and Interior Surfaces (includes exterior glass, mullions, marble fascia near sidewalk, blue ceramic wall at lobby, second floor lobby interior and exterior east and west automatic doors, interior and exterior of doorframes, handrails, chrome fascias, and soffits (21,000)

Note: The Contractor shall remove all stickers, leave all items clean and dry and mop excess water from sidewalk as accumulated.

Approximate Total: 40,200 Square Feet

Frequency of Cleaning: 26-x yr.

Areas and Approximate Size (Sq. Ft.)

Second Floor Interior Surfaces (includes glass, mullions and ledges)

East Escalator Lobby (includes high glass) (975), Concourse B Ramp (480), Concourse C Ramp (805), West Escalator Lobby (includes high glass) (975), Concourse D Ramp (840), West End Service Corridor, Concourse A Ramp (480), B5 Lounge (250)

Third Floor Interior Glass Surfaces: East Connector (792), West Connector (792)

Approximate Total: 7,309 Square Feet
Frequency of Cleaning: 12-x yr.

HIGH PRESSURE STEAM CLEANING / WASHING OF MASONRY SIDEWALK SURFACES UTILIZING HIGH PRESSURE WATER WITH AN AUTHORITY APPROVED DETERGENT AND MAINTAINING HIGH PRESSURE OF AT LEAST 3,000 P.S.I. DURING THE CLEANING OPERATION WHICH SHALL BE SELF CONTAINED WITH WATER, HEATING EQUIPMENT AND ELECTRICAL POWER TO PERFORM THIS HIGH PRESSURE WASHING FUNCTION. PRESSURE WASHING WILL BE PERFORMED BETWEEN APRIL 15TH AND NOVEMBER 15TH ANNUALLY FOR THE DURATION OF THE CONTRACT TERM

FIRST FLOOR SIDEWALKS

CTB FRONTAGE FIRST FLOOR SIDEWALK / INCLUDES WESTSIDE TAXI HOLD AREA

Approximate Total: 38,900 Square Feet

CTB FIRST FLOOR MIDDLE ISLAND

Approximate Total: 5,100 Square Feet

CTB FIRST FLOOR OUTER ISLAND

Approximate Total: 7,300 Square Feet

SECOND FLOOR SIDEWALKS

CTB FRONTAGE SECOND FLOOR SIDEWALK

Approximate Total: 17,750 Square Feet

CTB FRONTAGE SECOND FLOOR OUTER ISLAND SIDEWALK

Approximate Total: 16,650 Square Feet

Frequency of Cleaning: 16x yr.

22. EXHIBIT A - PART 2

Administrative Clerk Services

The Contractor shall provide the services of an Administrative Clerk, as required by the Manager, who shall possess a minimum if two (2) years experience in data input for Janitorial activities similar to those required by the Port Authority. The Administrative Clerk shall perform recordkeeping duties to ensure adherence to all contractual obligations as they relate to the day to day activities of the Contractor. Such duties include, but are not limited to, input of routine and periodic work orders, input of data relative to the performance of work required by each work order, preparation of reports and maintaining of records and such other related duties as may be specified by the Manager or his/her representative. It is currently anticipated that at the start of the Contract, the Administrative Clerk will perform these services five (5) days per week i.e. Monday thru Friday, between the hours of 7:30 a.m. and 3:30 p.m., exclusive of holidays identified in the clause hereof entitled "Holidays". The Administrative Clerk shall not perform duties such as payroll or Contractor invoice preparation.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. **Personal Non-Liability**

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

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

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

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

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

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

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

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

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

d. The right to money damages.

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

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

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

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

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

18. General Obligations

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

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

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

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

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

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

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

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

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

manner.

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

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

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

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

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

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

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

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

- Compliance with the Port Authority Information Security Handbook

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

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

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

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

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

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

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

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

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

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

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

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

42. General Uniform Requirements for Contractor's Personnel

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

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. M/WBE Good Faith Participation

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

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

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

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

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

a. been indicted or convicted in any jurisdiction;
b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Bidder;
c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Bid;
e. had any business or professional license suspended or revoked or, within the five years prior to bid opening, had any sanction imposed in excess of $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

May 21, 2007

OVERNIGHT MAIL AND VIA FAX (201) 883-1212

Ricardo Lopez, Vice President, Chief Operating Officer
Cristi Cleaning Service Corp.
77 Trinity Place
Hackensack, NJ 17601

RE: GENERAL CLEANING AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGER 11, POLICE EMERGENCY GARAGE AND BUILDING 84; PROPOSAL # 11223; CONTRACT #460006756; PO #4500051822

Dear Mr. Lopez:

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

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

1. this Letter of Acceptance.

2. the Contractor's Best and Final Offer dated February 8, 2007 and February 16, 2007.

3. the Contractor's response to the Port Authority's Request for Clarification dated January 30, 2007.

4. the following sections of the Contractor's Proposal dated January 16, 2007: Section B - Executive Summary; Section F – Attachment C – Calculation of Hourly Rates; Staffing Plan, Management Plan/Approach, Technical Expertise; Section F.3.C - Qualification Requirements of Key Personnel; Section F. 3. D. - Technical Expertise and Experience; Section F.3.E – Identity Check/Background Cleaning.

5. the Port Authority's Request for Proposal (RFP) entitled "General Cleaning at LaGuardia Airport Marine Air Terminal, Hanger 7, Hanger 11, Police Emergency

One Madison Avenue, 7th Floor
New York, NY 10010
T: 212 435 3981

Garage and Building 84" and Addenda #1, #2 , #3, #4, #5, #6 and #7 thereto issued by the Port Authority.

This Agreement shall be in effect for a three (3) year period commencing on August 1, 2007 and terminating on July 31, 2010 subject to earlier termination or extension as provided in the Agreement. For payment, invoicing and administrative purposes, Purchase Order #4500051822 will be assigned to the Contract.

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

Very truly yours,

The Port Authority of New York & New Jersey

By: Andrea Rothman
Title: Director of Procurement Department
Date: 6/1/07

Agreed:
Cristi Cleaning Service Corp

By: [illegible]
Title: President
Date: 5/23/07

February 8, 2007

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

RE: GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE TERMINAL-
PROPOSAL #11223; REQUEST FOR BEST AND FINAL OFFER (BAFO)

Dear Ms. Whelan:

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

A. Estimated Annual Contract Price First Year	$1,279,341.75
B. Estimated Annual Contract Price Second Year	$1,314.457.90
C. Estimated Annual Contract Price Third Year	$1,350,463.35
Total Estimated Contract Price Three (3) Years	**$3,944,263.00**

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

Sincerely,

Ricardo Lopez
Vice President

Cristi Cleaning

77 Trinity Place
Hackensack, NJ 07[illegible]

p: 201 [illegible]
f: 201 [illegible]

February 16, 2007

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

RE: GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE TERMINAL-PROPOSAL #11223; REQUEST FOR BEST AND FINAL OFFER (BAFO)

Dear Ms. Whelan:

Enclosed please find break down sheets for cleaner's hourly rate 2nd and 3rd year and for Supervisor's hourly rate 2nd and 3rd year increase. Also, Attachment B-Part III, Cost Proposal form for second and third year is hereby attached.

Please note that we have increased vacation from 5 days to 10 days for all employees without compromising employees' base salaries. Cristi Cleaning Service will absorb this cost. Also, the head supervisor has a salary difference of $3.57 more per hour.

If we at Cristi Cleaning Service can be of any further assistance please contact us at (201) 883-1717.

Sincerely,

Ricardo Lopez
Vice President

ATTACHMENT B – PART III

COST PROPOSAL FORM

FIRST YEAR

Routine and Periodic Cleaning — **Annual Lump Sum Price**

$ 1,252,901.75

Snow Removal	Estimated Annual No. of Hours	X	Price Per Hour	=	Estimated Annual Price
Snow Removal/ Flood Response	600	x	$19.50	=	$11,700.00
Training	120	x	$15.00	=	$ 1,800.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Policing/Cleaner Services	500 hrs.	X	$19.50 per hr.	=	$9,750.00
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$ 0.01 per sq. ft	=	$ 160.00
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$ 0.05 per sq. ft	=	$ 600.00
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$ 0.03 per sq. ft	=	$ 900.00
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$ 0.05 per sq. ft	=	$ 250.00
Mop Various Floor Surfaces	15,000 sq.ft.	X	$ 0.01 per sq. ft	=	$ 150.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$ 0.05 per sq. ft	=	$600.00
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$ 0.01 per sq. ft	=	$50.00
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$ 0.01 per sq. ft	=	$50.00
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$ 0.01 per sq. ft	=	$50.00
Thorough Clean Escalators	500 sq. ft.	X	$ 0.01 per sq. ft	=	$5.00
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$ 0.02 per sq. ft	=	$100.00
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$ 0.05 per sq. ft	=	$25.00
Wash and Rinse Vents	50 items	X	$ 2.00 per item	=	$100.00
Wash and Rinse Lights/Fixtures	100 items	X	$ 1.25 per item	=	$125.00
Thorough Clean Elevators	1 elevator cab	X	$ 25.00 per item	=	$25.00
			Total Estimated Annual Price		$ 26,440.00

A. Estimated Annual Contract Price First Year $ 1,279,341.75
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

SECOND YEAR

1. Routine and Periodic Cleaning — **Annual Lump Sum Price**

$ 1,288,017.90

Snow Removal	Estimated Annual No. of Hours	X	Price Per Hour	=	Estimated Annual Price
Snow Removal/ Flood Response	600	x	$ 19.50	=	$ 11,700.00
Training	120	x	$ 15.00	=	$ 1,800.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Policing/Cleaner Services	500 hrs.	X	$ 19.50 per hr.	=	$ 9,750.00
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$ 0.01 per sq. ft	=	$ 160.00
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$ 0.05 per sq. ft	=	$ 600.00
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$ 0.03 per sq. ft	=	$ 900.00
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$ 0.05 per sq. ft	=	$ 250.00
Mop Various Floor Surfaces	15,000 sq.ft.	X	$ 0.01 per sq. ft	=	$ 150.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$0.05 per sq. ft	=	$ 600.00
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$0.01 per sq. ft	=	$ 50.00
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$0.01 per sq. ft	=	$ 50.00
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$0.01 per sq. ft	=	$ 50.00
Thorough Clean Escalators	500 sq. ft.	X	$0.01 per sq. ft	=	$ 5.00
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$0.02 per sq. ft	=	$ 100.00
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$0.05 per sq. ft	=	$ 25.00
Wash and Rinse Vents	50 items	X	$2.00 per item	=	$ 100.00
Wash and Rinse Lights/Fixtures	100 items	X	$1.25 per item	=	$ 125.00
Thorough Clean Elevators	1 elevator cab	X	$25.00 per item	=	$ 25.00
			Total Estimated Annual Price		$ 26,440.00

A. Estimated Annual Contract Price Second Year $ 1,314,457.90
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

THIRD YEAR

1. Routine and Periodic Cleaning — **Annual Lump Sum Price**

$1,324,023.35

Snow Removal	Estimated Annual No. of Hours	X	Price Per Hour	=	Estimated Annual Price
Snow Removal/ Flood Response	600	x	$19.50	=	$11,700.00
Training	120	x	$15.00	=	$ 1,800.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Policing/Cleaner Services	500 hrs.	X	$19.50 Per hr.	=	$9,750.00
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$0.01 per sq. ft	=	$160.00
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$0.05 per sq. ft	=	$600.00
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$0.03 per sq. ft	=	$900.00
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$0.05 per sq. ft	=	$250.00
Mop Various Floor Surfaces	15,000 sq.ft.	X	$0.01 per sq. ft	=	$150.00

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$ 0.05 per sq. ft	=	$600.00
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$ 0.01 per sq. ft	=	$50.00
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$ 0.01 per sq. ft	=	$50.00
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$0.01 per sq. ft	=	$50.00
Thorough Clean Escalators	500 sq. ft.	X	$ 0.01 per sq. ft	=	$5.00
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$ 0.02 per sq. ft	=	$100.00
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$ 0.05 per sq. ft	=	$ 25.00
Wash and Rinse Vents	50 items	X	$ 2.00 per item	=	$ 100.00
Wash and Rinse Lights/Fixtures	100 items	X	$ 1.25 per item	=	$ 125.00
Thorough Clean Elevators	1 elevator cab	X	$ 25.00 per item	=	$ 25.00
			Total Estimated Annual Price		$26,440.00

A. Estimated Annual Contract Price Third Year $ 1,350,463.35
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

A. Estimated Annual Contract Price First Year	$1,279,341.75
B. Estimated Annual Contract Price Second Year	$1,314,457.90
C. Estimated Annual Contract Price Third Year	$1,350,463.35
Total Estimated Contract Price Three (3) Years	$3,944,263.00

PROPOSER NAME: CRISTI CLEANING SERVICE

CALCULATION OF HOURLY RATE
GENERAL CLEANING
AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
CLEANER

2ND YEAR

ITEM #1 **DIRECT WAGES**	$ 12.67	
ITEM #2 **SUPPLEMENTAL BENEFITS** **(ITEMS NOT REQUIRED BY LAW)**		**NUMBER OF DAYS PROVIDED**
HOLIDAY ALLOWANCE	$ .349	6
VACATION ALLOWANCE	$ .291	10
SICK TIME ALLOWANCE	$ .175	3
PENSION	$	
WELFARE	$ 1.62	
OTHER SUPPLEMENTAL BENEFITS **SPECIFY** _____	$	
SUB TOTAL (ITEMS #1 & 2)	$ 15.10	
ITEM #3 **TAXES AND INSURANCE** **(ITEM REQUIRED BY LAW)**		
F.I.C.A.	$ 1.15	
N.Y.S.U.I.	$ 0.51	
F.U.I.	$ 0.12	
WORKERS' COMPENSATION	$ 0.90	
GENERAL LIABILITY INSURANCE	$ 0.89	
DISABILITY INSURANCE	$ 0.11	
OTHER TAXES AND INSURANCE **SPECIFY** _____	$	
ITEM #4 **ADDITIONAL COMPONENTS** **(IF APPLICABLE)**		
VEHICLE/MTCE/FUEL	$ 1.25	
UNIFORMS	$ 0.20	
EQUIPMENT	$ 0.15	
MATERIALS	$ 0.75	
SUPPLIES	$ 0.65	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE **SPECIFY** _____	$	
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.14	
TOTAL (ITEMS #1, 2, 3 AND 4)	$ 22.925	

PROPOSER NAME: CRISTI CLEANING SERVICE

CALCULATION OF HOURLY RATE
GENERAL CLEANING
AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
CLEANER
3rd YEAR

ITEM #1 **DIRECT WAGES**	$ 13.10	
ITEM #2 **SUPPLEMENTAL BENEFITS** **(ITEMS NOT REQUIRED BY LAW)**		**NUMBER OF DAYS PROVIDED**
HOLIDAY ALLOWANCE	$ .360	6
VACATION ALLOWANCE	$ .300	10
SICK TIME ALLOWANCE	$ .180	3
PENSION	$	
WELFARE	$ 1.62	
OTHER SUPPLEMENTAL BENEFITS **SPECIFY** _____	$	
SUB TOTAL (ITEMS #1 & 2)	$ 15.56	
ITEM #3 **TAXES AND INSURANCE** **(ITEM REQUIRED BY LAW)**		
F.I.C.A.	$ 1.19	
N.Y.S.U.I.	$ 0.52	
F.U.I.	$ 0.13	
WORKERS' COMPENSATION	$ 0.93	
GENERAL LIABILITY INSURANCE	$ 0.92	
DISABILITY INSURANCE	$ 0.12	
OTHER TAXES AND INSURANCE **SPECIFY** _____	$	
ITEM #4 **ADDITIONAL COMPONENTS** **(IF APPLICABLE)**		
VEHICLE/MTCE/FUEL	$ 1.25	
UNIFORMS	$ 0.20	
EQUIPMENT	$ 0.15	
MATERIALS	$ 0.75	
SUPPLIES	$ 0.65	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE **SPECIFY** _____	$	
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.14	
TOTAL (ITEMS #1, 2, 3 AND 4)	$ 23.510	

PROPOSER NAME: CRISTI CLEANING SERVICE

CALCULATION OF HOURLY RATE
GENERAL CLEANING
AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
SUPERVISOR

2ND YEAR

ITEM #1		
DIRECT WAGES	$ 18.36	
ITEM #2		
SUPPLEMENTAL BENEFITS		
(ITEMS NOT REQUIRED BY LAW)		**NUMBER OF DAYS PROVIDED**
HOLIDAY ALLOWANCE	$ 0.49	6
VACATION ALLOWANCE	$ 0.41	10
SICK TIME ALLOWANCE	$ 0.24	3
PENSION	$	
WELFARE	$ 2.00	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS #1 & 2)	$ 21.50	
ITEM #3		
TAXES AND INSURANCE		
(ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 1.64	
N.Y.S.U.I.	$ 0.73	
F.U.I.	$ 0.17	
WORKERS' COMPENSATION	$ 1.29	
GENERAL LIABILITY INSURANCE	$ 1.29	
DISABILITY INSURANCE	$ 0.15	
OTHER TAXES AND INSURANCE	$	
SPECIFY		
ITEM #4		
ADDITIONAL COMPONENTS		
(IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$	
UNIFORMS	$	
EQUIPMENT	$ 0.20	
MATERIALS	$	
SUPPLIES	$	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$	
SPECIFY		
GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.14	
TOTAL (ITEMS #1, 2, 3 AND 4)	$ 28.11	

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601

CCS

PROPOSAL FOR GENERAL CLEANING

AT

LA GUARDIA AIRPORT
MARINE AIR TERMINAL

NUMBER 11223

CLARIFICATIONS AND CONCERNS
RESPONSE

PRESENTED TO

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Cristi Cleaning

January 30, 2007

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

RE: PROPOSAL FOR GENERAL CLEANING SERVICES AT LA GUARDIA AIRPORT MARINE AIR TERMINAL – PROPOSAL #11223

Dear Ms. Whelan:

On behalf of Cristi Cleaning Service, I am pleased to respond to your letter dated January 25, 2007 concerning the above referenced proposal. We have addressed each area and all issues as listed. We hope the responses provided herein satisfy your request.

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

Sincerely,

Ricardo Lopez
Vice President

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

Direct Labor	$71,798.19
Insurance and Taxes	$19,277.81
Paper Supplies	$3,567.06
Cleaning Supplies	$1,201.08
Equipment	$ 780.00
Vehicle Insurance/Maintenance/Gas	$ 600.00
Uniforms	$1,141.88
Miscellaneous	$ 300.00
O/P	$5,742.46
	$104,408.48

All these figures are monthly

2. What is your plan for the employees currently working on Port Authority site? Will they receive any salary increase?

Our employees at LGA-MAT have had an increase as of April 1, 2006 of 4.486% as mandated for CPI salaries and benefits. The next three years should reflect the requirements of wages and supplemental benefits dictated in the RFP. Or future negotiations with Union Local 348-S.

Head Supervisor- $24.44
Supervisors- $20.87
Cleaners- $14.67

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

The supplemental benefits are already in effect under current contract due to general labor agreement with Local 348

4. Submit a listing of equipment and vehicle(s) that will be used for the performance of this contract and a vehicle/equipment maintenance plan.

Enclosed please find spreadsheet: Equipment Maintenance Plan; John Earl Co. Vehicle maintenance Plan: Beyer Bros.

5. Clarify your M/WBE plan by specifying who will perform the subcontracting services you identified in your proposal and the percentage associated with each.

We are not planning to subcontract any part of this project. Our company is currently M/WBE, however, our supply purchasing will be done with WBE supplier "John Earl Company" of Hackensack, NJ.

6. What are your intentions regarding labor organizations as it applies to the site and contract?

   At this present time a Labor Organization Local 348-S UFCW is representing Cristi Cleaning Service employees and is our intentions to keep harmony with this organization as we did for the last six years.

7. What if any, Contractual agreements do you presently have with any labor organization (and name them), that may affect the work and harmony clauses that are in port Authority's RFP document?

   We have a contract agreement with Local 348-S UFCW. This agreement will not affect the work and harmony clauses that are in the Port Authority's RFP document.

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

   Our quality control program is part of the Head Supervisor responsibilities and directly supervised by Mr. Ricardo Lopez, vice president of Cristi Cleaning Service, with frequent visits to the LGA site.

9. The staffing plan you submitted indicates two (2) periodic workers. We feel this number may be low. Please describe your expected level of productivity for these workers.

   For the last six years we have provided two periodic workers. The level of productivity is up to the standards called for in the RFP and we expect the same productivity in the next contract period. Please take under consideration that all the glass cleaning periodic work is done with a separate crew as needed.

10. Your proposal mentions twenty (20) full time and fourteen (14) part time employees. Please describe in detail how these part time employees will be used.

    The 14 part-time employees will be used as follows:
    - 10 stations (weekends)
    - 3 supervisors (weekends)
    - 1 thorough Cleaner (weekends)

11. On your calculation of hourly wage form the allotted days for holiday, vacation, and sick seems low? Please explain.

    In our calculation form the allotted days for holiday, vacation and sick days represent our labor agreement with Local 348-S UFCW.

12. In our RFP document, we require that cleaners receive a minimum combined average wage and supplemental benefit rate of $14.67. Your proposal allows for $14.66. This is not acceptable. Please revise your calculation of hourly rate form.

In our calculation of hourly rate form, we made a mistake in the health benefits. It reads $1.62 and should read $1.63 as we indicate for subtotal (item 1 and 2) $14.67

Cristi Cleaning Service Equipment List

EQUIPMENT	QUANTITY
walk-behind battery operated type triple action floor scrubbers	*2*
high speed buffing machines	*3*
power sweeper (billy goat)	*1*
two stage snowblowers	*2*
ice choppers	*4*
salt spreaders	*6*
snow shovels	*12*
wet/dry vacuums	*2*
vacuums	*8*
backpack battery operated vacuums	*2*
carpet shampoo machine	*1*
nextel radio	*2*
hp computer	*1*
2004 gmc 6 passenger pick up truck with tail gate	*1*

CRISTI CLEANING SERVICE
77 TRINITY PLACE
HACKENSACK, NJ 07601

CCS

PROPOSAL FOR GENERAL CLEANING

AT

LA GUARDIA AIRPORT
MARINE AIR TERMINAL

NUMBER 11223

PROPOSAL DUE DATE: JANUARY 16, 2007

PRESENTED TO

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY

Port Authority

Customer Care

BEST PERFORMANCE

Cleanliness, Condition and Functionality

B. EXECUTIVE SUMMARY

CRISTI was founded in 1980 and is headquartered in Hackensack, New Jersey. CRISTI is a minority, woman-owned company, and a graduate of the Small Business Administration's 8(a) program. We are certified as a Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) by the State of New Jersey.

In the year 2005 CRISTI was approved by the Federal Government to be included on the GSA SCHEDULE and was awarded Contract No. GS-07F-5996P

CRISTI was started with a primary focus on the housekeeping business, with emphasis on cleaning commercial office buildings, schools, Government installations, hospitals and medical facilities. Since our inception, we have diversified and now provide of a wider variety of services including:

- Custodial/Janitorial services
- Hospital Housekeeping services
- Commissary Shelf Stocking
- Custodial/Warehousing services

Our Mission Statement embodies the basic principles upon which the company has directed its resources to ensure continued growth and to provide stability through appropriate financial management. Our Mission Statement is: *To provide a safe, healthy, convenient and cost effective service with a skilled team of employees dedicated to our customers needs and committed to excellence.*

CRISTI is dedicated to developing and maintaining an outstanding professional organization in an environment that allows individuals to grow professional from mutual association with our company. The following objectives guide all of our company activities and decision:

To maintain a high standard of achievement and conduct through excellence in the work performed for our client and to promote integrity and dependability in relationships with clients and colleagues

- To maintain stability through financial management
- To encourage mutual esteem and respect among all members of the firm
- To ensure the highest quality of services performed on behalf of the firm
- To promote professional growth by keeping abreast of developments in the state-of-the-art and expanding into areas appropriate to organizational goals

Key to our steady and consistent growth over they years has been our long-running ability to attract, cultivate, nurture and sustain an ever-growing work force of dedicated, career-oriented professionals across a broad spectrum of disciplines. Coupled with this is our willingness to provide our personnel with the resources and training they need to consistently achieve and maintain superior contract performance. Our key personnel to be assigned to a project are carefully screened and handpicked and among the very best in the custodial services industry at their respective disciplines.

All general cleaning and project work, management and control tasks at our contract location, as well as project-directed tasks that may arise throughout the life of a contract are performed by CRISTI's full-time contract personnel in strict accordance with time

frames, frequencies and quality standards set forth in the individual contract, commensurate with the best commercial practices. We use our personnel, methods, equipment, processes and supplies to clean, service, manage, and maintain the facility affected by a contract, with an emphasis on superior customer service and a strong initiative towards improving the quality of cleaning and cleaning-related services we provide.

Why CRISTI

CRISTI is a model of stability, having never defaulted on a contract of any kind, nor having ever missed a payroll for our personnel. Our executive directors and hands-on working managers have extensive experience administering and managing a multitude of contracts. Because we treat our employees with dignity and respect and because we reward exceptional performance at every level of functional and administrative activities, personnel turnover throughout the course of a typical CRISTI contract is virtually non-existent.

In short, CRISTI is eminently qualified, perfectly positioned and totally prepared to provide the personnel, methods, equipment, supplies, management and supervision necessary to ensure world-class service on our contracts, without delay and immediately upon contract award.

Corporate Commitment to Partnering

At the corporate level, we view our relationship with our clients as a "partnership in solution." Toward that end, we are firmly committed to establishing with our clients a working partnership based on cooperation, understanding, and trust and mutual respect.

One of the key missions we undertake during the first month of a contract is to initiate a dialog with the designated client representative(s), regarding information necessary to form a successful partnership alliance. We believe that such an alliance should be structured to draw on the strengths of both the client and CRISTI in our mutual quest for world-class service at every functional level of performance.

The success of CRISTI depends upon the quality of the relationships between our company, our employees, and our customers, our suppliers and the general public. Our customers' impressions and their willingness to deal with us are greatly influenced by the people who serve them. In other words, regardless of position, every company employee is a direct representative of our company. In that sense, the more goodwill promoted by each company employee, the better received that our services are. We insist on a number of steps/directives for each employee to utilize to help promote the image of our company and, in conjunction with that, the images of the clients for whom we provide services. Those steps/directives are:

- Act competently and deal with customers in a courteous and respectful manner Communicate pleasantly and respectfully with customers and other employees at all times
- Take great pride in your work and enjoy doing your very best
- Provide businesslike replies to inquiries and requests
- Perform all duties in an orderly and professional manner
- Follow-up on questions promptly

These are the building blocks that CRISTI utilizes for our personnel in order to ensure success. We fully realize that our personnel, in the performance of their

duties, are seen by the public on a daily basis and that they must, at all times, represent both our company and our client in the most professional manner possible. Therefore, our own, internal goals fall directly in line with the goals of our clients in the initiative(s) to enhance and provide customer service

Green Cleaning

CRISTI uses Green Cleaning to benefit our customers and the public. The past several years have given way to new technologies in products and processes that have allowed Green Cleaning to be more effective, in a near or cost-neutral manner that is good for the environment and the occupants of buildings we service.

CRISTI is using equipment and supplies approved by the Green Cleaning Seal to protect indoor air quality.

Customer Service and Satisfaction

As part of our intensive training program, which not only covers cleaning basics, but safety, health, environmental concerns and other items, which affect custodial personnel on a daily basis, we also provide training in customer relations and customer service. In order to provide a superior partnering relationship with our clients, we stress customer service initiatives in the training given to the personnel we assign to any contract. As a service company, we firmly believe that first appearances, as well as continuous superior services, are items, which have allowed us to grow and prosper since our beginnings in 1980.

The training we provide all of our assigned personnel encompasses, first and foremost, our client's primary objectives. Our personnel are informed that they are expected to not only know those objectives, but that they are to live up to them in the day-to-day performance of their assigned duties. We stress attitude,

appearance and knowledge as they apply to both the client's desires and the daily performance of their jobs.

CRISTI believes firmly in the philosophy that "the customer always comes first" and we stand ready to respond to customer needs at any time. We reinforce our commitment to quality service and performance through the use of an aggressive Customer Satisfaction Survey Program. This program is administered by our administrative assistant in the project office and is closely monitored by our on-site manager and our corporate Vice-President. The program focuses exclusively on the quality and timeliness of services we provide to our customer.

Professional Staff and Training

Our staff consists of Certified Housekeeping Professionals, as recognized by the International Executive Housekeepers Association. We are also certified to service hospitals and medical facilities, as approved by the National Housekeepers Association and we are knowledgeable in all phases of the building maintenance industry.

CRISTI's management group maintains an ongoing educational program with recognized organizations in the housekeeping industry. We maintain a continuous training program for all personnel, introducing new technological advances in cleaning methods, quality control and safety programs. We have in place an Affirmative Action Program, which has satisfied both our commercial clients, and the federal government as attested to by contracts currently underway for those organizations. CRISTI is a professional organization, committed to a cleaner, safer and healthier environment, specializing in the following areas:

- Airports
- Porter Service
- Floor maintenance program
- General office cleaning
- Interior/exterior window cleaning
- Power sweeping streets and parking lots
- Dry carpet cleaning (Host System)
- Computer aided maintenance plan (carpets)
- Malls/shopping centers
- Schools
- Hospitals
- Medical Facilities
- Blood and Emergency clean-up
- Seven day, 24 hour service
- Commissaries

Memberships & Certifications

- International Executive Housekeepers Association (IEHA)
- Building Service CRISTI's Association International (BSCAI)
- Cleaning Management Institute
- Certified Executive Housekeeper
- State of New Jersey Certification
- GSA Schedule Holder - Contract No. GS-07F-5996P
- Minority Business Enterprise Certified

- The Port Authority of New York/New Jersey Certified
- United States Government Certified

F. PROPOSAL

COST PROPOSAL

F.1.A Cost Proposal Forms

We are submitting:

Attachment B – Part III – Cost Proposal Form

Attachment C – Calculation of Hourly Rates

Cristi Cleaning Service
La Guardia Airport-MAT
Staffing Plan

1	Head Supervisor	5 Days a Week	8 Hours per Day	40 Hours per Week
2	Supervisors	5 Days a Week	16 Hours per Day	80 Hours per Week
3	Weekend Supervisors	2 Days a Week	24 Hours per Day	48 Hours per Week
2	Station A1 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station A2 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station B1 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station B2 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station B3 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station B4 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station C1 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station C2 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station C3 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Station C4 Cleaners	7 Days a Week	8 Hours per Day	56 Hours per Week
1	Thourough Cleaners	5 Days a Week	8 Hours per Day	40 Hours per Week
1	Thourough Cleaner	7 Days a Week	8 Hours per Day	56 Hours per Week
2	Policing Cleaners	5 Days a Week	16 Hours per Day	80 Hours per Week
1	Policing Cleaner	5 Days a Week	8 Hours per Day	40 Hours per Week
2	Periodic Cleaners	5 Days a Week	16 Hours per Day	80 Hours per Week

Total Hours per Week: 1024 Hours per Week

Management

F.2.A Current Staff

CRISTI currently has 450 full time-part-time employees and has had 410 full time-part-time employees in 2005 and 375 in 2004.

F.2.B Staffing Plan

See Attachment

F.2.C Management Approach

This section of our proposal document contains our technical proposal, which outlines our proposed methods, plans and procedures to ensure world-class performance of all general cleaning requirements for LaGuardia Airport – MAT. We present in the first section of our technical proposal our management approach. This encompasses staffing, wages and supplemental benefits; our proposed health coverage plan; holiday, vacation and sick allowance; wage/benefit compliance plan; our rational for our recommended staffing and implementation of that staffing; previous staff turnover on similar contracts and our plan to minimize that turnover in this instance; our procedures for modifying staffing for both short and long-term requirements; and our plan for managing the responsibilities inherent in a contract of this size and scope.

The second portion of our technical proposal presents our proposed quality assurance plan and customer service initiatives. We present our methodologies for providing customer service initiative and the implementation of those initiatives; our methods for addressing the Port Authority Manager's complaints; provides sample inspection and rating forms, as well as sample quality assurance reports; our action plan to remedy deficiencies discovered through utilization of our quality assurance plan; number of proposed quality assurance staff and their proposed work schedules; and other relevant information which will assure evaluators that we fully understand the need and desire of

the Port Authority to engage a contract who is both willing and able to provide superior service.

The third portion of our technical proposal addresses our technical expertise and experience. Here we present our utilization of technological advances in the cleaning industry and the benefits realized by those advancements; our experience with cleaning and managing cleaning in similar facilities, including those with a high level of customer activity and presence; and our experience with the utilization of computers in scheduling, reporting and other facets of a comprehensive custodial service contract.

The forth portion of our technical proposal discusses our proposed work plan for this effort. We outline our proposed daily, nightly and periodic cleaning performance to ensure meeting all contract requirements within both schedule and budget; and a description of the services we will provide as the contractor selected for performance of this requirement. We understand the solicitation and the level of service desired by the Port Authority and are fully prepared to provide not only successful, but highly superior, performance in all facets of this contract.

The fifth and final part of our technical proposal discusses other reasons for which we believe Cristi Cleaning Service is the logical choice for award of this contract. We are dedicated, experienced, capable and highly successful in our field and believe that these attributes provide all of our clients with outstanding service, superior to that provided by most contractors in this field.

This section of our proposal details our proposed management approach to successfully performing the various requirements contained in the solicitation including station cleaning, routine cleaning, periodic cleaning, extraordinary cleaning and snow removal/flood response. We discuss our proposes staff, their wages and supplemental benefits; our proposed health coverage plan for both full and part-time personnel; our allowance for holiday, vacation and sick days and how this is implemented and administered; our wage and benefit compliance plan; the rationale we used for our

proposed staffing and its implementation; our past staff turnover ratios and plan to minimize that on this contract; our procedures for modifying staffing to meet contingencies and/or future needs on either a temporary or permanent basis; and our plan for managing the responsibilities of this contract from the worker level up through our corporate headquarters. We believe the information we are presenting below shows a comprehensive understanding of the solicitation and its requirements and presents the Port Authority with viable, effective means for our management of this contract to their complete satisfaction.

Staff, Wages and Supplemental Benefits

In order to meet the various requirements contained in the solicitation, we propose to assign a total of 20 full-time and 14 part-time personnel to this contract. These personnel will include the Head Supervisor, Supervisors, General Cleaners and Lavatory Policers/Porters as shown below. We are presenting our staffing by position, number of full-time or part-time personnel and productive labor hours (PLH) for each category. Understanding of the solicitation requirements, coupled with our vast experience, ensures the Port Authority that we are assigning the proper numbers and types of personnel to meet and exceed all requirements.

The Head Supervisor will be the primary individual with responsibility for proper performance of all contract requirements. He will report directly to our corporate Vice President on all contract matters. Working closely in conjunction with the Head Supervisor will be our assigned Quality Control Inspector. Although he will work daily with the Head Supervisor, he will report directly to the Vice President at corporate headquarters on all matters pertaining to the quality of performance on this contract. This direct reporting to corporate ensures unbiased reporting of contract status and allows us to take proactive steps to make corrections, suggestions, etc. should that become necessary.

The assigned Supervisors will work for, and report directly to, the Head Supervisor. They will be assigned the various shifts as outlined in the solicitation, with one supervisor on-site at all times. These individuals will function in a purely supervisory capacity due to the size and scope of this contract, ensuring the personnel assigned to work for them are providing the Port Authority, its travelers and visitors with the best cleaning services available at all times. Our General Cleaners will work directly for their Supervisors and will be responsible for performing all assigned tasks in a professional and courteous manner at all times.

Insurance

CRISTI will procure and maintain the following insurance: (a) Workmen's Compensation and Employer's Liability insurance as required by law, limits to be statutory; (b) Commercial General Liability insurance with limits of liability of not less than the amount required by P.A (c) Automobile Liability insurance (covering owned, hired and non-owned vehicles used in or in connection with performance of the services) with limits of liability of not less than the amount required by P.A

Conditions of Insurance

All insurance maintained by CRISTI pursuant to this Agreement shall provide that it may not be cancelled or changed in coverage without at least ten (10) days' prior written notice to the PA. The PA may request CRISTI to furnish certificates of insurance evidencing the coverage's required hereunder.

Personnel will be assigned according to function, with a breakout between full and part-time for station cleaning, routine cleaning, periodic work, extraordinary work (as needed) and snow removal/flood response (also as needed). Many of the personnel we assign to

this contract will perform part-time duties in more than one function, which enables us to move personnel as necessary to meet all requirements and has the added benefit of aiding with cross-training, enabling us to assign personnel where and when necessary to meet contingencies, unexpected increases in work loads, adverse weather requirements and other factors which could otherwise disrupt the work force. Others listed, as part-time employees will be just those individuals who desire to work less than 40 hours per week. To the maximum extent possible, we will utilize personnel as closely to full-time as possible and desired.

F.2.D Supplemental Benefits

To ensure continuity of staff and to preclude large personnel turnover, Cristi Cleaning Service will provide a comprehensive wage and benefit plan for employees assigned to this contract. This will include not only mandated wages insurance taxes required by law, but also includes vacation, holidays, sick days and a medical plan which is available for both full and part-time employees. For this contract, we will provide the following supplemental benefits to our employees:

- One (1) week paid vacation annually
- Six (6) paid holidays annually
- Three (3) paid sick days annually
- Medical plan Local 348 Health & Welfare Fund

Employee eligibility for benefits will start on the first day of the contract for all employees. If an employee is terminated or resigns, he or she will be entitled to accrued money for vacation, sick days, etc. depending on his or her time with the company. All full and part-time employees will receive the combined average hourly wage and supplemental benefits we have proposed for this contract.

F.2.E. Wage/Benefit Compliance Plan

It has always been the philosophy of Cristi Cleaning Service to look for better ways of rewarding our work force in a competitive industry where salaries and benefits are not always the best available. Cristi Cleaning Service understands very strongly the desire of the Port Authority to help small businesses grow and give the opportunity to offer better wages to our employees. We do not possibly contemplate on not providing our personnel with the wages and benefits they are entitled to. Our wage and benefit plan is overseen by the company President, Vice President and Office Administrator. Wages and benefits are reviewed on a weekly basis, with records available for customer review upon request to ensure compliance with prevailing wage and benefit rates. Since we have started performing services for the Port Authority, our compliance record in this function is impeccable and one that we are proud of providing our personnel.

F.2.F. Self –Assessment Plan

Part of our Payroll Department duties on this contract will be to maintain contact with the US Department of Labor to ensure we are in receipt of the latest Wage Determinations and that our personnel, wherever located, are being paid according to scale, at a minimum. This contact will be made at a minimum of monthly and on current and previous contract has allowed us to maintain currency with wages and benefits, regardless of the location and will do the same in this instance. Should we, for any reason, be found delinquent and/or responsible for having underpaid any employee as pertains to wages, benefits, pension plans, or other employee incentive programs, we would immediately increase each affected employee's salary a pro-rated amount in order to cover the deficiency. This would be in addition to any increase(s) mandated by law and would continue until each affected employee has received the full benefits due to him or her. Ours is a company with highly dedicated employees and we take great care to ensure that all pay and benefits are at or above those mandated by relevant laws and regulations.

Our rationale for our proposed staffing is two-fold. The solicitation mandates a certain number of employees for station work, with which we concur; secondly, the remainder of the staff is proposed upon production rates that are accepted throughout the cleaning industry and through our own experience gained throughout the years we have been in operation. We have made our determination of required staffing levels based upon the following:

- Defined work area requirements, i.e. dedicated personnel to cover specific areas and duties during specific time frames (station work).
- Many tasks and areas are staffed based upon the square footage of a particular service being performed and the square footage of that service which can be performed in a productive hour.
- Levels of difficulty in performing a specific task, i.e. sweeping/dust mopping a large, open area as opposed to sweeping/dust mopping stairs or other difficult areas.
- The amount of traffic in a particular area, i.e. what are the times when traffic is at its highest and lowest levels.
- Seasons of the year to consider weather conditions, i.e. snow, slush etc. in winter and the rainy season in the spring.
- Consideration of the busiest travel times of the year, so as to attempt not to schedule periodic work during those times.
- The abilities of the various trained personnel. One person may be very productive as a glass cleaner, while another may be better suited as a porter.
- Consideration of the capabilities of the equipment proposed for use, at the same time looking at new technologies to improve productivity and services.
- Utilization of those personnel who prefer to work only particular hours. Scheduling those personnel to areas that support those part-time positions.

Scheduling of personnel will be performed by our Head Supervisor, with input provided by the Supervisors. This input is vital to ascertain those personnel who will be unavailable for work for reasons such as vacation, holiday, sick day, etc. and will ensure that only available personnel are scheduled. We will also maintain an "on-call" roster of personnel to fill unexpected absences, i.e. illness, family emergency, etc. which happen on any type of contract. This enables us to quickly provide a replacement for the absent individual, ensuring all scheduled work is completed on time.

We firmly believe that our proposed staffing will not only meet the various requirements contained in the solicitation and in strict accordance with the Port Authority's Airport Service Standards, but will enable us to function in a manner that will enhance the appearance of LaGuardia Airport – MAT. To provide a superior level of surroundings for the travelers, visitors and employees who are in the airport on a daily basis. We have performed to this level in the past, as the Port Authority well knows, and fully intend to continue our history of excellence performance on this contract.
Cristi Cleaning Service's staff turnover on contracts of this magnitude has historically been approximately eight percent.

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

In order to assist with the possibility of modifying the staffing pattern on either a temporary or permanent basis to satisfy contingencies or future needs. A specially trained recruiter at our headquarters in Hackensack will conduct interviews with potential employees on a regular basis to ensure we maintain a constant reserve pool of personnel

who can be mobilized quickly in the event of surge and/or emergency requirements. Additionally, our corporate Human Resource Department will maintain and continually update resume files on qualified candidates to ensure quick replacement of any key project personnel lost due to long term illness, termination, resignation, or other cause. In those instances of unavoidable personnel absence where there is no notice, our Head Supervisor will have full authority to schedule overtime hours to cover any temporary lapse in full staff capability. Prequalified replacements can also be called-up, trained and mobilized quickly to fill vacated positions.

To provide superior General Cleaning Services for LaGuardia Airport – MAT, Cristi Cleaning Service's operational objective will be *sustained capability and readiness.* Toward that end, we have skillfully structured a staffing plan that not only provide the best value to the Port Authority, but also addresses what we believe are the two most critical keys to success on any large-scale support services endeavor such as this. Those keys are:

- The systematic, orderly accomplishment of work--on time, within budget and to the complete satisfaction of our client.
- The continuous, uninterrupted gathering and dissemination of critical project information--accurately, in real time and across all project lines.

To help accomplish our operational objective, we have organized and staffed our program to respond successfully to the following major technical and management issues:

The need to ensure continuous, uninterrupted, high-quality services.

- The need to ensure continuous, uninterrupted, quality supervision.
- The need to provide a high level of responsiveness to all requirements.

- The need to work in partnership with the Port Authority.
- The need to exercise strong cost and schedule controls.
- The need to maintain flexibility in response to new and/or changing situations.

Cristi Cleaning Service's tradition of successful accomplishment in addressing these major technical and management issues has allowed our continuous growth since inception and permitted us to provide our clients with the best possible services available in this industry. We fully intend to build on that tradition in this instance and provide LaGuardia Airport – MAT with exceptional service, performed by highly trained and motivated personnel, within cost and schedule as proposed throughout the duration of this contract.

Management Approach

Our management approach will be similarly directed toward the above objectives. To the greatest possible extent, we will entrust our full-time, on-site key supervisory personnel with the autonomy and flexibility necessary to make critical personnel and workload-based decisions at the project level. At the same time, we will provide those management personnel with the finest administrative, technical and resource support capabilities in the service industry, which will emanate from our headquarters and be fully supported at all times by our highest level corporate personnel. This proven management approach allows our key personnel to spend their time on-site concentrating on matters of importance, ensuring successful performance. Cristi Cleaning Service will provide all management, labor, supervision, materials, tools, supplies, equipment and transportation necessary to perform the requirements outlined. All services will be performed within designated time frames, will be reported in accordance with contract reporting requirements and will be inspected thoroughly to ensure compliance with prescribed standards for quality, timeliness and completeness.

Personnel Approach

Our staffing levels, as proposed in section F.2.B of our technical proposal, will meet the stipulated contract requirements of level of effort. Salaries and benefits for both retained and newly hired personnel at all levels will be in accordance with Port Authority requirements and our bonus, incentive and awards programs based on performance will help us attract and retain the most qualified and experienced personnel. Our immediate personnel objective is to field a fully trained and qualified staff of supervisors and cleaners a minimum of ten days prior to contract start. Ongoing, our objective will be to eliminate personnel turnover to the greatest extent possible, which will not only maximize our ability to maintain peak performance, but will also substantially reduce the productions ebbs typically associated with new-hire orientation and training.

We propose to provide the full array of our expertise, experience and oversight to ensure to Port Authority the highest level of quality custodial services available. We propose to provide the optimum mix of skilled and unskilled personnel, all dedicated to establishing and maintaining the highest standards and ensuring customer satisfaction throughout the life of the contract. For the day-to-day, routine and recurring contract services, our supervisors will be highly trained and sufficiently motivated to ensure complete work force compliance with the highest standards for quality, safety, timeliness, cleanliness and personal integrity.

Commitment to the Project

Cristi Cleaning Service has the financial resources in place and personnel reserves on hand to assume the duties and responsibilities of the General Cleaning Services contract at LaGuardia Airport – MAT immediately upon notice of contract award. While our organizational structure provides for successful performance by our on-site personnel, it also builds in a system of corporate oversight controls. Mr. Ricardo Lopez, our corporate Vice President, is at the core of our corporate oversight team. Mr. Lopez will oversee all program activities from our corporate headquarters, monitoring contract performance and providing management insight and support, as necessary, to ensure cost-effective performance commensurate with all contract requirements.

Additionally, Mr. Lopez will conduct regular personnel evaluations to ensure that contract performance meets and/or exceeds all goals, expectations and objectives set forth by the Port Authority. With direct and ongoing involvement at this level from our corporate offices, this contract will receive the highest level of management attentions and corporate support throughout the life of the contract.

TECHNICAL EXPERIENCE

F.3.A. Listing of Cleaning Contractors

NAME: ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

PLACE OF PERFORMANCE:	JFK AIRPORT PARKING LOTS, NY
CONTACT:	JEFF AGOGLIA 718-244-3652
E-MAIL ADDRESS:	JAGOGLIA@PANYNJ.GOV
WORK PERFORMED:	CUSTODIAL SERVICES OF PARKING LOTS
DATE COMPLETED:	6/1/01 TO 5/31/07
PRICE:	2,400.000.00

NAME: ***JOHN F. KENNEDY INTERNATIONAL AIRPORT***

PLACE OF PERFORMANCE:	JFK AIRPORT BUILDING 14
CONTACT:	DAVE HOLT 718-244-3556
WORK PERFORMED:	GENERAL CLEANING SERVICES
EMAIL ADDRESS:	DHOLT@PANYNJ.GOV
DATE COMPLETED:	MARCH 2003 TO DATE
PRICE:	1,800.000.00

NAME: ***LAGUARDIA AIRPORT***

PLACE OF PERFORMANCE:	LAGUARDIA AIRPORT PARKING LOTS, NY
CONTACT:	ROBERT BARNES 718-533-3483 TEL
E-MAIL ADDRESS:	RBARNES@PANYNJ.COM
WORK PERFORMED:	PARKING LOT CLEANING AND POLICING
DATE COMPLETED:	11/1/01 TO 10/31/07
PRICE:	1,800.000.00

NAME: ***LAGUARDIA AIRPORT-MARINE AIR TERMINAL***

PLACE OF PERFORMANCE:	LAGUARDIA AIRPORT-MARINE AIR TERMINAL
CONTACT:	ROBERT BARNES 718-533-3483
E-MAIL ADDRESS:	RBARNES@PANYNJ.COM
WORK PERFORMED:	GENERAL CLEANING SERVICES
DATE COMPLETED:	4/1/01 TO 3/31/07
PRICE:	1,400.000.00

NAME: ***LESTER ENTIN ASSOCIATES***
PLACE OF PERFORMANCE: KINNELON MALL/WEEHAWKEN MALL
CONTACT: PAUL WATERS (973) 773-1010
DATE COMPLETED: 1985-CONTINUOUS YEARLY AUTOMATIC RENEWAL

NAME: ***JOURNAL SQUARE PLAZA***
PLACE OF PERFORMANCE: ONE JOURNAL SQUARE PLAZA, JERSEY CITY, NJ
CONTACT: JOE DECRISTO (201) 653-4000
DATE COMPLETED: AUTOMATIC RENEWAL

NAME: ***PARAGON FEDERAL CREDIT UNION***
PLACE OF PERFORMANCE: MONTVALE, NJ, - UNION CITY, NJ – MAHWAH, NJ – ENGLEWOOD, NJ – WEST ORANGE, NJ MAHWAH, NJ AND ENGLEWOOD, NJ
CONTACT: GERI VAN SANT (201) 263-3923
DATE COMPLETED: 9/20/04 TO DATE

NAME: ***AVPORTS TETERBORO AIRPORT***
PLACE OF PERFORMANCE: TETERBORO AIRPORT, NJ
CONTACT: JOHN PANARELLO, MANAGER (201) 288-1775
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 3/28/03 TO 03/31/06
PRICE: 51,600.00

F.3.B Key Employee Resumes

We are including the resumes of the proposed management for this contract.

Exemption (1)

JOSE A. CASTILLO

PROFESSIONAL EXPERIENCE

04/01 to Present **Cristi Cleaning Service Corp.**
Hackensack, New Jersey

Project Supervisor

- Oversee contract at LaGuardia Marine Air Terminal
- Manage Personnel
- Schedule Project Work
- Maintain and Order Inventory
- Payroll
- Respond to the needs of The Port Authority of NY & NJ
- Snow Removal

08/98 to Present **Cristi Cleaning Service Corp.**
Hackensack, New Jersey

Supervisor

- Supervise weekend crew at JFK Airport Parking Lots
- Oversee Policing and Trash Removal of all Parking Lots
- Respond to the needs of The Port Authority of NY & NJ

05/96 to 08/98 **Collins and Aikman Floor Covering**

Floor Supervisor

- Responsible of floor samples, installation and demonstration.
- Supervision and Maintenance of all floor installation of Carpet, Hardwood floors, Tiles, etc.
- Managed a crew of 12 employees

LANGUAGES

Able to speak, read and write Spanish fluently

OBJECTIVE

To secure a challenging position where I can utilize my education and skills within your organization.

WILLIAM MERCADO

Exemption (1)

Work Experience:

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

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

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

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

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

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

Education:

Aviation High School
Graduated: 1997

Skills:

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

References Available Upon Request.

Exemption (1)

Carmen Castillo

Experience

2001-Present Cristi Cleaning Service Queens, NY

Supervisor/Maintenance

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

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

Home Attendance Supervisor

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

1987-1995 Dr. Harri Shuckla Office Brooklyn, NY

Receptionist

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

Education

1969-1972 141 High School Bronx, NY

- High School Diploma/Nurse.

Skills and Abilities

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

Jose Angel Vega

Exemption (1)

EMPLOYMENT

11/01-Present ***Maintenance/Supervisor: Cristi Cleaning Services***
Responsible of supervised cleaning of various offices and building, stripping and cleaning tile and marble floors with various chemicals and buffing machines situated in Marine Air Terminal at LaGuardia Airport. Also ensuring that employees are performing there duties and maintaining a safe and clean work area at all times.

9/96-10/01 ***Maintenance: Beacon Metal & Marble.***
In charge of striping, cleaning, and polishing architectural metals utilizing special chemicals. Repaired and installed marble in various motels and restaurants. In charge of ordering chemicals necessary to complete work orders. Utilized company vehicle to and from job sites. Clients included various motels, nursing homes and office buildings.

5/95-9/96 ***Motor Coach Operator: Academy Bus Tours***
Responsible for transporting to and from various destinations (Atlantic City, Chicago, Boston, Montreal, and Quebec). Followed Scheduled developed to ensure punctual arrival and departures. Provided transportation for passengers traveling in and out of Manhattan. Maintained a clean and safe environment for passengers.

3/92-5/95 ***Security Officer: Defender Security Services, Inc.***
Responsible of foot patrolling campus buildings, Conducted hourly rounds of assigned areas, Radio Called Supervisor on an hourly basis, provided a safe and secure environment for Columbia University's staff, students and visitors.

1/90-3/92 ***File Clerk: Gordon & Silber P.C.***
Responsibilities included filing company records. In charge of maintaining photocopy machines. Entered company client's photocopy and mailing charges. Ordered office supplies and sorted and distributed various departments' mail. In charge of organizing several company conference rooms for meetings and functions.

Computer Skills Windows 9x, 2000, XP Professional, Office XP, 2003, Word perfect, Excel, Works, and Outlook on a PC platform.

Education: Eastern District High School (GED)
LaGuardia Community College (25 credits)

F.3.C Qualification Requirement of Key Personnel

Training Plan

CRISTI will supply qualified personnel competent in the skills needed for their assigned positions. Both retained incumbent personnel and new hires will be selected for their demonstrated skills and experience. We will, however, provide an initial training program during phase-in to familiarize our employees with the exact equipment and systems they will be operating and to improve their overall skill levels.

During the course of the project, we will provide additional training at both the working and supervisory level. Our goal for the training program is the ongoing enhancement of work force productivity, safety, security and stability. This will be achieved by implementing a training program designed to develop an experienced, capable pool of "promotable" employees. By fostering internal promotion, we provide clearly defined career paths; increase individual employee motivation and work force stability.

All employees, including part-time and on-call personnel, will receive orientation training on the importance and necessity of strict compliance with all quality control, safety, and security policies and procedures. The orientation will occur during the initial phase-in period. Employees hired after the phase-in will be given this introductory briefing during their processing period, before they begin actual work. Training will be provided to familiarize new employees with CRISTI, our policies and procedures, and the facilities and equipment they will be using.

Our Training Program consists of five phases:

1. Classroom Training;
2. On the Job Training;
3. Supervised Practice;
4. Evaluation;
5. Follow-up.

We emphasize the use of the latest videotape material from the Building Services Contractors Association International (BSCAI) and other sources for both initial and continual training.

Our training program is the key component in providing quality service. Our goal is to thoroughly familiarize each staff member with his own job description and a description of services to be provided. Through a combination of on the job training, classroom training and visual aids, each person will be trained in the science of their respective duties and responsibilities.

The Head Supervisor and other supervisors, depending on the position involved will provide on-site training as necessary. Corporate training specialists are available to implement supervisory training programs and special instruction for non-supervisory personnel on new techniques and products.

An orientation and training program will be developed to address both categories of employees: supervisory and non-supervisory labor. The program for both categories will include topics such as standards of conduct, duties, and responsibilities, Government regulations, safety, quality control, energy conservation tactics, emergency measures, and our own company policies and procedures. CRISTI firmly believes that the orientation and initial training provided to employee's forms the foundation for a highly qualified and professional project staff. Topics

pertinent to supervisors will include subjects such as supervisory techniques, work control, time management and job-related problem solving. The personnel orientation and learning program addresses such topics as work assignment, proficient task accomplishment (by each skill category), work efficiencies, and time utilization.

In addition to the introduction of new knowledge, our training program is designed to reinforce and develop existing skills. Our comprehensive training program includes on-the-job training and an extensive library of self-instructional courses. The reference material includes handbooks, workbooks, equipment manuals, and audiovisual tapes covering a wide range of custodial maintenance topics. Reference materials are among the best and most current available.

Employee Training

Because our product is the service performed by our people, human resources are our most valuable asset. Accordingly, CRISTI is firmly committed to the constant development of our internal labor pool. We firmly believe in developing well-rounded, highly qualified, employees. During the initial training program our Service Manual will be distributed to every employee. The manual defines the procedures for regular and periodic chores we have found to be most effective in carrying out their tasks. The manual is designed as a reference guide to direct employees in the performance of contract requirements.

We require our employees to actively participate in training courses covering technical aspects related to their areas of responsibility. The training programs take many forms, including on-the-job instruction, self-instructional training courses, audiovisual programs, and group discussions. We strongly support employee

suggestions for improving operations. Topics covered during these training programs include:

1. Basic Cleaning - Detailing the systematic steps applied to daily cleaning covering desk servicing, trash removal, general dusting, and floor care, etc. Includes viewing videotape and a demonstration of the proper techniques to use. Emphasis is on quality cleaning, proper product use, and safety.

2. Ground Rules for Professional Custodians - Enforcing the establishment of a professional attitude in all custodial workers to instill pride in workmanship and total awareness of all quality requirements. The "do's and don'ts" in such areas as personal conduct, security, cleaning techniques, customer relations, and work patterns are fully emphasized.

3. Basic Rest Room cleaning - Depicting our customized step-by-step method of cleaning restrooms. Proper procedures for cleaning, disinfecting, and servicing of fixtures and accessory items found in all restrooms are covered in detail. Includes viewing a videotape and demonstration of the proper techniques. Emphasis is on quality cleaning, proper product use, and safety.

4. Floor Maintenance - Covering basic procedures to care for both carpet and tile floor surfaces using such techniques as dust mopping, spray buffing, wet and damp mopping, vacuuming, stripping, sealing and polishing.

Our training program for on-the-job instruction provides the trainee with hands-on experience. Under the close direction of a supervisor, training time usually consists of 15% explanation, 25% demonstration, and 60% practice. Although this distribution will vary according to a specific job and skill level, most emphasis is placed on practice, since the employee learns best by actual performance.

To round out our training program, we use specially developed, self-instructional courses covering various aspects of maintenance services. These courses are arranged to make subjects easy to understand and important information easy to remember. Material is presented in a concise manner. The language is simple, and the courses are aimed at trainees who are not necessarily book oriented. The programs introduce and orient personnel to:

1. Cleaning Chemicals
2. Powered Equipment
3. Carpet Care
4. Floor Care
5. Rest Room Care

Periodically, small groups of personnel will assemble with their supervisor to discuss technical topics. During these meetings, supervisors disseminate information regarding the latest improvements in maintenance techniques, products, and equipment. Workers are encouraged to present their ideas to improve methods associated with their areas of responsibility. This stimulation of ideas frequently yields economy, enhanced results, and performance that ultimately contributes to greater client satisfaction and cost effectiveness.

Aside from the tangible benefits evolving from improved methods, the personal satisfaction that employees derive from seeing their ideas being implemented is also rewarding and a strong source of job motivation.

Training of Other Personnel

CRISTI realizes that not all training can be the same. Instead, the training must be tailored to the specific needs of the personnel and their work requirements. For personnel other than supervisory and maintenance staff, we have developed the following customized training program.

Training will be geared to on-the-job training and cross training. Supervisors are responsible for all safety related training including the hazard communications program (OSHA Right-to-know Law), proper use of tools and equipment (including personal protective equipment) and task specific safety training. They will also be responsible for identifying and recommending technical seminars and training programs to keep employees' knowledge current. Training records will be placed in the official personnel files.

- Orientation. Each employee receives orientation training related to performance. Corporate training specialists explain corporate overview, policies and procedures and project mission. Each new employee will become familiar with duties pertinent to his/her job, and with the logistics of the operation, such as procedures to obtain necessary parts and materials. In addition, our high standards for quality performance will be emphasized, our quality and safety programs explained, and worker's responsibilities reviewed.

- On-the-Job Training (OJT). The most effective method of teaching is personalized on-the-job training under actual operation and maintenance conditions. Supervisors provide hands-on training tailored to new procedures, equipment, and/or the hazards of each work task. Our approach to OJT is to: determine the personnel who are to receive the training; design a course tailored to the system and the personnel involved; assign instruction and establish a training schedule that will not interfere with operations.

- Cross Training. Cross training will be used to provide personnel with more than one skill or application of skills to new processes/equipment. Emphasis will be placed on correct performance of work processes and on the production of quality results.

Training Program for Supervisory Personnel

The successful performance depends on the ability of supervisors to direct and motivate their staffs effectively. It is our policy to enhance our supervisors' management skills and technical knowledge. Topics covered in supervisory training include:

1. Basic Supervision - Outlines, in detail, the duties and responsibilities of supervisors, and the importance of supervisors and their role in our professional management structure. Areas such as job specifications, client interface, complaint handling, assignments, absentee coverage, employee discipline, rules and regulations enforcement, care and responsibility for equipment, quality inspections, enforcement of safe work practices, and administrative responsibilities are covered.

2. Motivation of Personnel - Designed to reduce unnecessary employee turnover as well as the cost arising from administrative and training expenses associated with hiring unskilled and semiskilled personnel. This topic stresses the need for supervisors to be morale-conscious, and to convey a sense of acceptance, belonging, and esteem to all subordinates. The following motivational techniques are also discussed:

   A. Giving qualified personnel additional responsibility.
   B. Creating an interest in the job.

Supervisory training will be provided on-site thorough small, informal sessions. The procedures, guidelines and concepts will be presented in a manner, which meets the specific needs of our supervisory team. Below is an overview of the major topics, which will be discussed:

1. The project organization, its goals, and objectives.
2. The Supervisor's management role.
3. Responsibility for organization goals:
   A. Workmanship
   B. Equipment reliability and condition
   C. Schedule compliance
   D. Work planning
   E. Client relations
   F. Cost Control
   G. Preventive Maintenance
   H. Safety
   I. Security

4. Supervisory Techniques:

   A. Employee development and training
   B. Morale maintenance/Motivation
   C. Work efficiency
   D. Discipline
   E. Employee Counseling
   F. Administrative requirem ents

5. Performance Evaluation Considerations

6. Pitfalls to be avoided

7. Promoting open discussion and fair exchange of ideas.

Our management development program incorporates the following:

1. A supervised management-training program.

2. Seminars sponsored by the BSCAI.

3. Certification as Registered Building Service Managers (RBSM) and Certified Building Service Executives (CBSE).

As indicated above, this program will be supplemented and tailored to the needs of our supervisory staff by corporate training specialists, incorporating the use of special-subject, audiovisual productions and seminars.

Security

Cristi Cleaning is aware of the importance of security at the LGA MAT. We will formulate and use a Security Training specifically designed for the contract. Our Head Supervisor will be our designated issuing officer for the Prospect contract. As the point-of-contact on all security matters, our Head Supervisor will be responsible for:

1. Implementing Cristi Cleaning's Security Training.
2. Applying identification passes in a timely manner and in accordance with our Security Plan.
3. Following necessary procedures for applying for security clearances.
4. Interfacing with LGA security personnel.
5. Attendance of all security seminars.

Identification

In addition, our Head Supervisor will ensure, on a daily basis, that all on-site employees working at the PA facility possesses a company identification prior to beginning his/her tour of duty.

Our Head Supervisor will ensure that each CRISTI employee is made available for photo identification badges, as required by the company, These badges will be issued individually, following the receipt of a favorable security report on the employee. CRISTI employees will sign their badge at the time they are photographed.

OSHA Compliance

CRISTI agrees that all work performed by or at the direction of CRISTI hereunder shall be performed in compliance with all laws and with the requirements of the Occupation Safety and Health Act of 1970. CRISTI shall be fully responsible for the safety and health of all persons engaged by CRISTI, and all safety training related to OSHA regulations safety, universal precaution, etc.

Employee Motivation and Incentive Programs

All CRISTI employees are constantly motivated by their immediate supervisors to perform in an excellent manner. Incentive programs are used to encourage high quality performance, good attendance and good work habits. We have developed a system of awards that are made to those that are recommended by a supervisor. The reward naturally depends on the importance of the task and the employee's reaction to it.

Quality Assurance Plan and Customer Service Initiatives

Cristi Cleaning Service's quality assurance plan for the General Cleaning Services at LaGuardia Airport – MAT applies to all services we will provide under this contract. Our plan is designed to ensure:

- Compliance with the requirements of the contract
- Quality workmanship in all areas
- Clear, precise, complete and appropriate work instructions
- Timely correction of identified deficiencies
- Procedures for preventing recurrence
- Complete customer satisfaction

Quality Assurance Organization

Overall quality assurance for this contract will fall primarily under the auspices of the Head Supervisor on-site. He will be directly assisted in this aspect of the contract by our assigned Quality Control Inspector and Supervisors, all of who will conduct regular inspections and audits of performance and meet with Port Authority representatives on a regular basis to discuss quality assurance issues. He will meet also on a scheduled basis with the Quality Control Inspector and Supervisors to discuss the results of inspections and methods for correcting deficiencies. He will have complete corporate support in all decisions regarding corrective action including personnel training, changes, obtaining additional resources and responding to customer requests. The Head Supervisor will report directly to our corporate Vice President, who will have ultimate responsibility for quality assurance of this contract at the corporate level. Additionally, our Vice President, Mr. Ricardo Lopez will have ultimate responsibility for training personnel as it pertains to this contract.

Head Supervisor Quality Assurance Responsibilities

- Review contract requirements to ensure that they are precise, clear and complete
- Ensure that quality control policies and procedures are consistent with Port Authority mandates
- Formulate, administer and modify our on-site quality control plan to deal with site-specific requirements and procedures
- Initiate and maintain lines of communication on contract quality policies, procedures and actual performance with the designated Port Authority representative
- Act in an advisory role on-site for all quality assurance matters
- Conduct required quality control audits & submit reports to company headquarters

- Conduct inspections of all custodial activities to ensure compliance with contract specifications
- Maintain quality assurance/quality control program files and records
- Recommend action to correct defects
- Monitor and inspect contract records
- Coordinate quality matters with corporate personnel

The Head Supervisor will be supported by our corporate quality assurance department, under the direction of Mr. Ricardo Lopez, as stated previously. This department provides technical support on quality issues and performs periodic quality audits of the program.

Contract Employees

It is imperative that all Cristi Cleaning Service employees pay close attention to quality workmanship. Therefore, all employees on the cleaning contract assigned to LaGuardia Airport - MAT will have the following responsibilities:

- Deliver services only in accordance with contract specifications, approved safety practices, work methods and procedures
- Report improper or unsafe conditions and practices immediately to a supervisor
- Undertake no job that is not fully understood
- Make suggestions to supervision for the improvement of quality and quantity of services provided
- Attend quality control meetings as directed

Quality Control Policies

Cristi Cleaning Service's quality control program provides management with comprehensive, objective evaluation of staff and support capability. The purpose of our program is to ensure that, on a regular and routine basis, all services are:

- Performed on schedule and to the complete satisfaction of our client
- Performed in a manner which constantly improves quality levels
- Performed using industry acceptable methods, equipment and procedures
- Inspected to identify the level of service provided
- Documented every step of the performance period

Quality Control Procedures

Our quality control program embodies high standards of management and systematic quality control methods that have been continuously improved during Cristi Cleaning Service's 26 years in the janitorial / custodial business. Our built-in quality control procedures ensure surveillance and analysis as integral parts of total contract performance and create quality standards through the assessment of specific tasks required in each contract area.

By necessity, this program must be dynamic and flexible in order to adjust to changing requirements during the execution of the contract. The following procedures will ensure that all services required under this contract are provided at a satisfactory level of performance:

- Formal inspections of the entire facility conducted by our Head Supervisor, Quality Control Inspector and Supervisors daily to ensure services are being performed completely, correctly and consistently
- The use of checklists for inspections to ensure comprehensive coverage of requirements
- Formal inspections on a monthly basis, at a minimum, by our corporate Vice President of Operations
- Head Supervisor, and Supervisors will conduct quality meetings on a regularly scheduled basis with assigned personnel to review and discuss: The results of performance, inspections, corrective actions, schedules and assignments for the preceding period; goals, strategies and objectives for the upcoming period; and

potential problems and/or obstacles which may affect the achievement of higher standards, or which may potentially contribute to diminishing quality.

- Upcoming schedules are reviewed and compared to preceding schedules to ensure that all scheduled services are complete, or re-scheduled if not up to desired standards; to plan and coordinate actions necessary to prevent any diminishing in quality levels; and to discuss methods of improving the quality of services being provided.
- Systems are developed which can pinpoint "potential" problems and/or problem areas before they become "actual" problems
- Files will be maintained in the Head Supervisor's office of all inspections conducted and the corrective actions, if any, taken. These files will be maintained throughout the length of the contract and be made available for Port Authority inspection upon request.

The above quality control procedures will apply to the full range of functions and activities within the scope of work as outlined in the solicitation and contract and are designed to provide an accurate, timely measurement of our performance.

Quality Control Inspection System

Our quality control inspection system is designed to detect and correct minor deficiencies before they become full-blown problems. Additionally, it establishes protocols for detecting, identifying and documenting discrepancies; providing corrective action(s) in a timely manner; and preventing recurrence of deficiencies. We manage this through the utilization of various types/methods of inspection. Specifically, the types of inspections our personnel will perform for this contract include:

Random Sampling

This inspection method is used as an inspection technique when the work being checked is repetitive and sufficiently voluminous to make scheduled, 100% inspection

impractical. This type of inspection would be used primarily for those services which are performed daily such as the majority of station services, routine services, etc. Periodic cleaning, extraordinary cleaning and snow removal and/or flood response would be inspected as performed.

Periodic Inspection

This method is used when work is being performed on a frequent and/or continuous basis (i.e. station work). This method is especially effective when evaluating repetitive work. Checklists are used to identify what to look for during the inspection and to provide a method for determining whether the work in progress, or the completed work is acceptable or unacceptable. The acceptability of performance is based on the number of checklist items that do or do not meet the stated standards.

100% Inspection

This method would be used when services demand a close examination of all work requirements compared against defined specifications during a pre-determined performance period. This method is especially effective in instances where requirements are critical (i.e. safety, appearance, etc.) And when inspection of specific items is practical. This method would not be utilized for overall performance in this contract as there are many ongoing services being performed repetitively throughout the airport's operating hours.

Visual/Spot Inspection

This method is probably the most important method we would use on this contract. It allows us to ensure that work is being performed to standard; enables on-the-spot corrections as directed by the inspector; can be utilized throughout one working shift to inspect a large service area; would always be unscheduled to ensure personnel are aware

that their performance may be inspected at any given time, day or night; and enables our supervisory personnel to maintain constant awareness of the condition of the facility at all times.

Corrective Action Inspection

These inspections are obviously performed in instances where performance is, or was, substandard to ensure that the service has been corrected in accordance with all specifications. These inspections are logged as they are performed, with the final inspection report being forwarded to the Head Supervisor for review and filing. These records are important as they enable us to see if and where there may be trends of poor or non-performance happening, enabling us to take the proper corrective action necessary to alleviate the problem.

Our Head Supervisor and Supervisors will perform inspections on a daily basis for work both in progress and which has been completed. These inspections will be performed by walk-throughs throughout the facility. Each of these individuals will have the complete authority to direct corrections to any deficiencies found during their inspections.

Customer Service Initiatives and Implementation

The success of Cristi Cleaning Service depends upon the quality of the relationships between our company, our employees, our customers, our suppliers and the general public. Our customers' impressions and their willingness to deal with us is greatly formed by the people who serve them. In other words, regardless of position, every company employee is a direct representative of our company. In that sense, the more goodwill promoted by each employee, the better received that our services are. We insist on a number of steps/directives for each employee to utilize to help promote the image of our company and, in conjunction with that, the image of the clients for whom we provide services. Those steps/directives are:

- Act competently and deal with customers in a courteous and respectful manner
- Communicate pleasantly and respectfully with customers and other employees at all times
- Take great pride in your work and enjoy doing your very best
- Provide businesslike replies to inquiries and requests
- Perform all duties in an orderly and professional manner
- Follow-up on questions promptly

These are the building blocks that Cristi Cleaning Service utilizes for our personnel in order to ensure success. We fully realize that our personnel, in the performance of their duties, are seen by the public on a daily basis and that they must, at all times, represent both our company and our client in the most professional manner possible. Therefore, our own, internal goals fall directly in line with the goals of the Port Authority in its initiative(s) to enhance and provide world class customer service.

As part of our intensive training program which covers not only cleaning basics, but safety, health, environmental concerns and other items which affect custodial personnel on a daily basis, we also provide training in customer relations and customer service. As a service company, we firmly believe that first appearances, as well as continuous superior service, are items that have allowed us to grow and prosper since our beginnings in 1980.

The training we will provide all of our assigned personnel will encompass, first and foremost, the Customer Service Airport Standard Manual of the Port Authority. Our personnel will be informed that they are expected to not only know those standards, but that they are to live up to them in the day-to-day performance of their assigned duties. We will stress attitude, appearance and knowledge as they apply to both the Port Authority Standards and the daily performance of their jobs.

Deficiency Reports

If immediate remedial action can not be taken to correct an identified deficiency, the inspector will prepare a Deficiency Report. This report will be forwarded immediately to our Head Supervisor who will determine and initiate the appropriate corrective action. The effectiveness of the corrective action will be monitored until the deficiency is corrected to the satisfaction of our Head Supervisor and the Port Authority. The Head Supervisor will maintain copies of all deficiency reports, which will be made available to Port Authority representatives upon request.

Follow-up action on discrepancies not readily correctable at the time of discovery is the direct responsibility of our Head Supervisor. Discrepancies such as this could entail items like faulty equipment, weather, or time restrictions. Any discrepancies or deficiencies not correctable within set time constraints will be immediately reported to our Head Supervisor. Proposed corrective actions in response to identified discrepancies will be an agenda item at each weekly quality control meeting and when corrective action can not be initiated immediately, a proposed plan of action is scheduled.

In order to ensure compliance with all contract requirements and that the facilities for which we are responsible are maintained to the highest standards, our Corporate Vice-President and Operations Manager will be fully responsible. Both our Vice-President and Operations Manager will be available as necessary and/or required to meet with Port Authority representatives to discuss any portion of the contract as it pertains to quality.

Payroll Processing

The on-site supervisor who submits time records to our Payroll Department on a weekly basis prepares information relating to payroll. All payroll records will be made available to the PA if required to assure compliance with the contract.

A time sheet located in the facility management office and at the PA facility will be used to keep an accurate accounting of actual arrival and departure times of all non-supervisory personnel to determine punctuality. Time Sheets will be checked to monitor attendance and to keep track of any overtime hours being expended. Frequent tardiness will not be accepted and individuals abusing work-reporting requirements will be counseled whenever a tardiness or early departure pattern begins to appear.

Recruitment Procedures

CRISTI will use a two-tiered approach to recruiting qualified, dedicated and professional personnel. The objective of our recruitment plan is to identify and hire personnel with the broadest capability and experience. At the management level, this provides a broad spectrum of expertise that can be used to enhance contract performance. At the working level, this allows CRISTI to assemble a permanent core staff to perform all requirements.

The first tier of our recruiting approach focuses on initial recruitment efforts. During this time we use various recruiting techniques to identify the most qualified personnel. Our first technique involves examining our employee files to determine our ability to transfer current employees working at other projects. Our second technique involves examining our Human Resources files to find any personnel

who can be used on the project. Our third technique involves placing advertisements in local area newspapers. The second tier of our recruiting approach focuses on continuous recruitment efforts. We continually advertise for qualified personnel. The resumes we receive make up a pool of qualified personnel that we maintain on file for future recruitment.

Screening and Selection

CRISTI emphasizes the importance of screening and selection when recruiting and hiring personnel. We believe that by using our initial screening process we ensure a quality and professional work force. This work force provides the highest quality performance. Professional interviewers screen applicants. We follow up with detailed reference checks. Screening includes a background check done by a third party.

Orientation and Start-Up

To further ensure superior performance, CRISTI's Human Resources specialists present all personnel with a two-day orientation session. On the first day, the orientation session allows CRISTI to present a general overview of the company. The specialists discuss what is expected of the employee and what the employee can expect from CRISTI. Particular attention is paid to reviewing our Employee Handbook. On the second day, the specialists will present a project-specific orientation. Topics discussed will include safety, quality and security.

Awards, Bonuses and Recognition Programs

In addition to the items discussed (wages and supplemental benefits), we also provide our personnel with an incentive plan. The elements of a successful incentive plan include careful planning, consistent execution and regular review. Goals should be realistic and

well defined. We are going to need a program which will be specific and achievable. One of the major goals of this program for the Port Authority will be focused on customer courtesy and responsiveness. This program will include, as a minimum, attitude, appearance and knowledge, but we will also take into consideration the following items:

- Attendance
- Punctuality
- Neatness
- Quality
- Productivity
- Safety
- Teamwork
- Training participation

Awards and bonuses for superior customer service may be presented to:

- Employee of the month
- Crew of the month
- Employee of the year

This award, bonus and recognition program allows us to reward employees who represent not only Cristi Cleaning Service, but also the Port Authority in the best possible light to the travelers and visitors who will pass through LaGuardia Airport – MAT.

Job Enrichment

Our policy is to make the employee realize that the job and the individual are very important in the performance of the overall contract. We will encourage our supervisors to praise individuals for a job well done and to stimulate independent thinking among their staffs, promoting job efficiency.

Continuous Training

Supervisory and on-the job training are effective techniques used at all of our customer sites.

Employee Participation

Effective and productive workers are essential to successful contract performance. The potential for superior productivity is enhanced by communicating to all employees that they are an integral part of a highly successful team. Our on-site supervisors emphasize the importance of "teamwork" to each employee.

Advancement Reviews

Continuing reviews for advancement tell our employees that we are keenly interested in their welfare and in retaining their service for the long term. Each employee is reviewed annually with new employees being reviewed during and at the end of their 90-day probationary period. These reviews are constructive and informative and cover broad subjects such as employee objectives and possible avenues for advancement.

Disciplinary Procedures

CRISTI will utilize every resource at our disposal to recruit, develop and retain the most highly qualified staff available for the facility. In spite of the rigorous evaluation process and generous compensation package we provide, we recognize that it may be necessary to discipline employees.

CRISTI has formal employee disciplinary procedures, which will be used whenever such action is necessary. The process consists of the following measures:

a. Verbal Warning - Delivered by Supervisor for first three (3) infractions.

b. Letter of Reprimand/Notification of Poor Work Performance - Can be initiated by Lead Custodian. Original letter is given to employee; copies are retained in on-site personnel files and Corporate Personnel Office.

c. Employee Warning/Reprimand Notice - Initiated by the Supervisor in consultation, as necessary, with the Main Office. Original copy to employee; one copy to Corporate Personnel Office.

d. Termination Notice - Issued by the Head Supervisor or other Corporate Supervisor with the authority to terminate personnel. Original and copy to Corporate Personnel Office and copy to initiating supervisor.

Typical problems leading to one or more of the above actions include unreported absence; excessive absence; lateness; poor work performance; misconduct; moral turpitude; insubordination; safety violations; and failure to follow instructions or procedures. When these situations are encountered and have not already been dealt with internally, such as in those cases where our management is unaware of the potential problem, the Supervisor is encouraged to contact the Head Supervisor to arrange a meeting in which the situation can be fully reviewed.

Professionalism and Appearance of Staff

As representatives of CRISTI and in keeping with our corporate policy, our employees' professional image is regarded as another facet of the total service

product we provide our customers. All of our employees and subcontractors (if required) personnel will be required to conduct themselves in a professional manner, and develop a congenial working relationship with tenants, visitors, and other subcontractors (if required) at the PA Facility. When the janitorial, supervisor/managerial personnel report to work each day, a presentable appearance will be expected. Good grooming and personal hygiene will be stressed and enforced. The janitorial and utility staff will be expected to keep their uniforms in good conditions and regularly laundered.

Uniforms

Although one cannot put a value on image, its importance cannot be questioned. CRISTI recognizes that to obtain new business and maintain current business we must provide a professional image to our customers, such as the PA, as well as the public. The way CRISTI employees look can add or deter greatly from that image. CRISTI has entered into an agreement with a nationwide uniform company to provide us with professional uniforms for each job classification.

F.3.d. TECHNICAL EXPERTISE AND EXPERIENCE

Cristi Cleaning Service was formed in 1980 with a primary focus in the housekeeping business, with emphasis on cleaning commercial office buildings, schools, government installations, hospitals and medical facilities. The primary objective of our company is to develop and maintain an outstanding professional organization in an environment that allows individuals to benefit and grow professionally from mutual association. The following objectives guide all company activities and decisions:

- To maintain a high standard of achievement and conduct through excellence in the work performed for our clients and to promote integrity and dependability in relationships with both clients and colleagues

- To maintain stability through appropriate financial management
- To encourage mutual esteem and respect among all members of the firm
- To ensure the highest quality of service performed on behalf of the firm

Our staff consists of Certified Housekeeping Professionals, as recognized by the International Executive Housekeepers Association; we are also certified to service hospitals and medical facilities, as approved by the National Housekeepers Association; and we are knowledgeable in all phases of the building maintenance industry.

Cristi Cleaning Service's management group maintains an ongoing educational program with recognized organizations in the housekeeping industry. We maintain a continuous training program for all personnel, introducing new technological advances in cleaning methods, quality control and safety programs. We have in place an Affirmative Action Program which has satisfied both the Port Authority and the Federal Government as attested by contracts currently underway for those organizations. Cristi Cleaning Service is a professional organization, committed to a cleaner, safer and healthier environment, specializing in the following areas:

- Airports
- Porter service
- Floor maintenance program
- General office cleaning
- Interior/exterior window cleaning
- Power sweeping streets and parking lots
- Dry carpet cleaning (Host System)
- Computer aided maintenance plan (Carpets)
- Malls/shopping centers

- Schools
- Hospitals
- Medical facilities
- Blood and emergency clean-up
- Seven day, 24 hour service

Memberships and Certifications

- International Executive Housekeepers Association (IEHA)
- Building Service Contractors Association International (BSCAI)
- Cleaning Management Institute
- Certified Executive Housekeeper
- State of New Jersey Certification
- Minority Business Enterprise Certified
- The Port Authority of New York/New Jersey Certified
- United States Government Certified

Utilization of Technological Advances and Benefits

At Cristi Cleaning Service we choose premier suppliers to support our business. One partnership that is critically important to us is that of The Butcher Company. Butcher's provides us with quality, state-of-the-art products that enable our personnel to maintain facilities to the highest level of cleanliness. Butcher's also provides the most innovative training program in the industry on the safe and proper use of its products.

The Butcher Company is a 120 year old manufacturer of quality cleaning chemicals. Back in 1880, Butcher's invented America's first floor finish, Boston Polish Past Wax. Since then, they have created a line of industrial cleaning chemicals that are regarded as some of the industry's best. Butcher's also provides us with technical support, allowing

us to get product and procedural questions answered quickly and accurately.

Cristi Cleaning Service's use of premium quality cleaning chemicals has many benefits. Most notable is the continued cleanliness of the facilities we maintain. Another important aspect is the disinfecting of restroom surfaces, floor safety and the overall appearance of the work environment. The products we use are friendly to the surfaces that we clean, the peoples using the products, other personnel in the areas being cleaned and the environment as a whole. We also ensure that we are only using the required amount of product necessary to do the job.

To be sure the products are mixed accurately, we use the latest dilution control system, Butcher's Command Center. The Command Center and its family of dilution control systems ensures that our cleaners consistently use the proper amount of product. Dilution control is simple, safe, easy to use and cost-effective. Control over product usage can be delivered through several options. Butcher's Pipeline packaging offers product measuring with specially designed bottles.KDS offers one quart to five-gallon convenience in mixing. Command Center III offers no-chemical contact and is best suited for larger facilities. Quality products are important, however, unless our staff is fully trained to use those products properly, they have no real value. The effective training that The Butcher Company provides to our staff is one of the greatest strengths we have to ensure up-to-date information, methods and overall effects of the products and their usage. We do not just give training "lip service", we invest a considerable amount of time, energy and money ensuring that our employees know how to perform their duties properly, utilizing the correct equipment, supplies, materials and methods.

We train each and every cleaner using Butcher's patented training process called **Tell, Show, Do, Review**. This training capitalizes on our understanding of adult leaning principles and it gives us the ability to deliver training in a professional and consistent

manner. During our employee training sessions, our cleaners take part in the learning process by actually performing the tasks that we will assign to them on a contract. First, our supervisor will tell the cleaner the proper process. Then he will show the cleaner the proper process. Once the cleaner has seen the supervisor perform the task, he is asked to do the task himself. When adults actually perform the task being described, their retention rises to 90%, ensuring they know the proper process. In the final step, the cleaner is asked to review what he has learned back to the supervisor, allowing the supervisor to ensure that proper learning has taken place.

We have used The Butcher Company as being representative of the up-to-date technologies, including training, that Cristi Cleaning Service employs. We take pride in the fact that we have achieved continuous growth since our inception and one major way we have done that is to ensure that we are aware of, and make our employees aware of, the latest equipment, tools, supplies, chemicals, methods and procedures are utilized on every one of our contract. This has enabled us to provide all of our clients with a superior service, bringing success to our company, our personnel, and enhancing the image of our clients.

Finally, as new technologies develop and operational procedures refine in our field, we will provide the training necessary for our personnel to ensure all contract personnel maintain proficiency in their respective disciplines, further enhancing the quality of service and improving the appearance of the facility even further.

Management of Cleaning in Similar Facilities

Cristi Cleaning Service is a minority, woman-owned small business currently enrolled in the Federal Government's 8(a) program and the Port Authority Small Business Program. Our company is firmly established, highly successful in our chosen field and fully capable of providing the services required by this solicitation. We have included below, information on similar contracts for your review. We firmly believe you will find that the services provided by Cristi Cleaning Service are superior to most of those found elsewhere in the industry.

JOHN F. KENNEDY INTERNATIONAL AIRPORT

PLACE OF PERFORMANCE: JFK AIRPORT BUILDING 14
CONTACT: DAVE HOLT, MAINTENANCE UNIT SUPERVISOR
718-244-3556
WORK PERFORMED: GENERAL CLEANING SERVICES
EMAIL ADDRESS: DHOLT@PANYNJ.GOV
DATE COMPLETED: MARCH 2003 TO DATE

LAGUARDIA AIRPORT-MARINE AIR TERMINAL

PLACE OF PERFORMANCE: LAGUARDIA AIRPORT-MARINE AIR TERMINAL
CONTACT: ROBERT BARNES 718-533-3483
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 4/1/01 TO 3/31/07

PARAGON FEDERAL CREDIT UNION

PLACE OF PERFORMANCE: MONTVALE, NJ, - UNION CITY, NJ – MAHWAH, NJ – ENGLEWOOD, NJ – WEST ORANGE, NJ
MAHWAH, NJ AND ENGLEWOOD, NJ
CONTACT: GERI VAN SANT (201) 263-3923
DATE COMPLETED: 9/20/04 TO DATE

AVPORTS TETERBORO AIRPORT

PLACE OF PERFORMANCE: TETERBORO AIRPORT, NJ
CONTACT: JOHN PANARELLO, MANAGER (201) 288-1775
WORK PERFORMED: GENERAL CLEANING SERVICES
DATE COMPLETED: 3/28/03 TO 03/31/06

G. ACKNOWLEDGMENT OF ADDENDA

We acknowledge the receipt of all addendums to this procurement

H. ACCEPTANCE OF STANDARD CONTRACT TERMS AND CONDITIONS

We have studied Attachment B, Standard Contract Terms and Conditions governing the Contract and are in full agreement.

We take no exception to the states Terms and Conditions

G. M/WBE PLAN

While CRISTI is classified as an SBE and WBE we still feel it is important to have a subcontracting plan in place for future use.

We anticipate satisfying our small/small disadvantaged business subcontracting goals by aggressively pursuing qualified concerns providing the following types of supplies and services.

- Business Equipment and Supplies
- Equipment, supplies and materials for janitorial services
- Maintenance and repair service

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, FLOOR 7TH
NEW YORK, NY 10010

ADDENDUM No. 1

September 29, 2006

TO PROSPECTIVE PROPOSERS ON PROPOSAL NO. 11223 FOR RF P-ENVLGACP1A-GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84.
DUE NO LATER THAN 2:00 PM ON OCTOBER 26TH, 2006.

Insert the following:
Information for proposers J. Union Jurisdiction as the second unreferenced paragraph b. For informational purposes only, proposers are advised that the following labor organization may claim jurisdiction over the work described in this document:
United Food And Commercial Workers. U.F.C.W. Local 348-S
9235 4TH Avenue, Brooklyn, N.Y. 11209. Telephone No. 718-745-3487

THIS COMMUNICATION SHOULD BE INITIALLED BY YOU AND ANNEXED TO YOUR BID UPON SUBMISSION.

IN CASE ANY BIDDER FAILS TO CONFORM TO THESE INSTRUCTIONS, ITS BID WILL NEVERTHELESS BE CONSTRUED AS THOUGH THIS COMMUNICATION HAD BEEN SO PHYSICALLY ANNEXED AND INITIALED.

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

9/29/06

BIDDER'S FIRM NAME: CRISTI CLEANING

INITIALED: [illegible]

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 10/19/2006

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on November 9, 2006, no later than 2:00PM

☒ Originally due on October 26, 2006, no later than 2:00PM

The following changes are hereby made in the documents:

- **THIS RFP IS HEREBY POSTPONED UNTIL NOVEMBER 9, 2006, NO LATER THAN 2:00 PM.**
- For Informational Purposes Only – A copy of the sign-in sheet for the facility site inspection is attached.
- It is anticipated but not guaranteed that an additional addendum will be issued to this RFP. All prospective Proposers will be notified accordingly.

QUESTIONS & ANSWERS

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

Question

Would it be possible to obtain a copy of the Approved Products List?

Answer:

See attached copy of the Approved Products list dated August 2, 2006.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER 10/19/06
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: CM

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 10/26/2006

ADDENDUM #3

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☐ Due back on (postponed), no later than 2:00PM

☒ Originally due on October 26, 2006 and November 9, 2006, no later than 2:00PM

The following changes are hereby made in the documents:

This RFP is postponed until further notice. Proposers shall be notified via addendum when a new deadline for submittal of proposals is set.

A. Page 6, Paragraph I, of Information for Proposers , Aid to Proposers, delete the entire chart of "Item Description" and "Number of Cases Per Year" as originally shown and replace with the following:

"Item Description	Number of Cases Per Year
Large Trash Bags	240 (150 per case)
Small Trash Bags	96 (1,000 per case)
Sanitary Bags	21 (500 per case)
C-Fold Paper Towel	144 (16 bundles per case)
Large Toilet Paper	240 (6 rolls per case- 1,000 linear feet per roll)
Clean Seat Toilet Paper	120 (20 boxes per case)
Urinal Screens	80 (12 per case)
Small Toilet Paper	240 (12 rolls per case)
Roll Paper Towels	240 (6 rolls per case)
Soap	201 (8 packages per case)
Odor Eater	24 (2 gallons per case)

Liquid Floor Cleaner	(Concentrated)	48 (2 gallons/case)
Liquid Glass Cleaner	(Concentrated	24 (2 gallons/case)
Liquid Heavy Duty Cleaner	(Concentrated)	24 (2 gallons/case)
Liquid Bathroom Detergent	(Concentrated)	24 (2 gallons/case)
Carpet Shampoo	(Concentrated)	4 (4 gallons per case
Floor Stripper	(Concentrated)	24 (5 gallon buckets)
Floor Finish (WAX)	(Concentrated)	32 (5gallon Buckets))
Carpet Rinse	(Concentrated)	4 (4 gallons per case)

B. Page 12 of Exhibit A – Scope of Work, Hangar 7 Center and South, Paragraph A. Routine Cleaning, subparagraph 1. Policing, line nineteen changes from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)".

C. Page 12 of Exhibit A – Scope of Work, Hangar 7 Center and South, Paragraph A. Routine Cleaning, subparagraph 1. Policing, line twenty: change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)".

D. Page 12 of Exhibit A – Scope of Work, Hanger 7 Center and South, Paragraph A. Routine Cleaning, subparagraph, 1. Policing: change from "Approximate Total : 28,27,336 Square Feet" to "Approximate Total : 27,336 Square Feet".

E. Page 13 of Exhibit A – Scope of Work, Paragraph A, Routine Cleaning, subparagraph 2. Thorough Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Lobbies, Reception Areas, Miscellaneous Rooms and Lunch Rooms, first paragraph, line four, change from "1:00 PM and 7:30 AM" to "7:30 AM and 11:00 PM."

F. Page 13 of Exhibit A – Scope of Work, Paragraph A, Routine Cleaning, subparagraph 2. Thorough Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Lobbies, Reception Areas, Miscellaneous Rooms and Lunch Rooms, second paragraph, line nineteen, change from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)." Additionally, in line twenty of the same paragraph, change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)"

G. Page 16 of Exhibit A – Scope of Work, "Periodic Cleaning," paragraph 1.d. "Machine Scrubbing of Ceramic Tile/Quarry Tile Floor Surfaces", third line, change from "Men's Supervisor's Locker Room (240)" to "Men's Supervisor's Lavatory (240)" and change from "Women's Supervisor's Locker Room (139)" to "Women's Supervisor's Lavatory Room (139)"

H. Page 28 of Exhibit A – Scope of Work, "Building 84," "Thorough Cleaning of offices, Lavatories, Locker Rooms, Corridors, Miscellaneous Rooms, Lunch

Rooms", First paragraph, second line, change from "seven (7) days per week" to "five (5) days per week".

I. Page 12 of Exhibit A – Scope of Work, Hangar 7 and South, First paragraph, second line, change from "seven (7) days per week" to "five (5) days per week".

J. Page 39 of Exhibit A – Scope of Work, add the following paragraph:

"8. SPOT RELAMPING

The Contractor shall perform spot re-lamping as necessary. Bulbs shall be provided by the Port Authority at no cost to the Contractor."

QUESTIONS & ANSWERS

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

Question # 1

Who is the lead entity on the insurance and workman's comp. certificates? Please provide the appropriate address.

Answer:

The lead entity on the certificate shall be the successful proposer.

Question # 2

What is the passenger/traveler count / month passing thru this terminal the last 2 years?

Answer:

The passenger flow is very small. It is not tracked.

Question # 3

What is the contract monetary amount for the current year 2006 of this contract?

Answer:

The amount is $1,300,000 per year.

Question # 4

Is background testing necessary on existing employees working at the facility? Is drug testing necessary?

Answer:

The facility has no requirement for drug testing. Background checks on existing employees are only done if they have a break in employment.

Question # 5
Verify all the configurations of the buildings (sq ft) and hours of operation for Hangar 7 Center and South on pages 12-30.
Answer:
Refer to the changes above letters B through J.

Question # 6
Is there anyone representing the Union for Small Business?
Answer:
This organization is not known to the facility.

Question # 7
Does the station worker have to be physically present at the station?
Answer:
Yes

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: [illegible]

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 12/14/2006

ADDENDUM #4

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on December 21, 2006, no later than 2:00PM

☒ Originally due on October 26, 2006 and November 9, 2006, no later than 2:00PM

The following changes are hereby made in the documents:

This Proposal is due back on December 21, 2006, no later than 2:00 PM.

For informational Purposes only, the current number of full time cleaners at this work site is 20. The average wage for these positions is $11.34.

The current number of part time cleaners at this work site is 8. The average wage for these positions is $11.34.

The current number of full time supervisors is 4. The average wage for these positions is $14.63.

The current number of part time supervisors is 2. The average wage for these positions is $14.63.

(The above dollar information pertains to wages only. It does not apply to benefits.)

A. Page 8, Section 5 of Information for Proposers , Evaluation Criteria and Ranking, delete this section in its entirety and replace with the following:

"5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the proposers' management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall include consideration of the Proposer's proposed labor and supervisory staffing, M/WBE subcontracting plan, on-site management plans and work plan for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to general liability, automobile liability and workers' compensation insurance; prior wage and benefit compliance and insurance compliance on other contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the LaGuardia Airport – MAT, Hangar 7, Hangar 11, PEG and Building cleaning. Experience of Proposer's senior management team in managing employee management programs, including, but not limited to, references for employees, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

D. Staffing Management

- The Contractor's plan in performing the service hereunder that will ensure that employees who performed similar roles under a previous Port Authority contract at the facility suffer no diminution in wage rate under the new Contract;

- The Proposer's plan to ensure compliance with the wage/benefit requirements of this Contract including the quality of the proposed benefits such as holiday, vacation and sick benefits and any other proposed benefits;
- The quality of the Proposer's employee retention plans for this contract;
- The Proposer's training and safe work environment plans for this contract.

E. Background Check Plan

The Proposer must submit a Background Check plan in accordance with this document, which will be considered pass/fail."

B. Page 12, Section 7 of Information for Proposers, Paragraph F., Proposal, delete this section in its entirety and replace with the following:

"F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, supplemental benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

   b. Financial – The Proposer shall describe in detail all compensation it expects to receive from the Port Authority for the performance of the work and any other cost factors relevant to the proposal as required in the Cost Proposal Form.

2. Management Approach

   1. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

   2. The Proposer shall show the number of full time and part time employees to be utilized in providing the services, including supervisory staff. The Proposer shall submit a plan to minimize employee turnover.

3. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at LaGuardia Airport-MAT, Hangar 7, Hangar 11, PEG and Building, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including how it will determine and maintain performance measurements.

4. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days for each of its employees performing services under this Contract including, but not limited to, how such allowance for holiday, vacation and sick days is implemented and administered by the Contractor.

3. <u>Technical Experience, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals</u>

a. The Proposer should submit a listing of all cleaning contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate dollar amount of the contract; the annual staff hours of full and part time labor expended in the performance of the contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to,

cleaning related training, security training, OSHA safety training, employee motivation and incentive programs, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

4. Staffing Management

1. Describe the Proposer's plan to ensure that an employee who performed a similar role at the facility under a previous Port Authority contract suffers no diminution in wage rate under the new Contract.

2. The Proposer shall submit a Wage and Supplemental Benefits Plan for the Contract for the positions for which average wage and benefit requirements are specified. In addition, the Proposer shall submit a self-assessment plan, applicable to all years of the Contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages and supplemental benefits. The Proposer shall submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required average wages and supplemental benefits before the end of the affected period

3. Describe the Proposer's employee retention plan for this contract.

4. Describe the Proposer's training programs and workplace safety programs for this contract.

5. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to

all years of the Contract and shall include, but not be limited to, the following:

> The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees."

The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal."

MAT, Hangar 7, Hangar 11, PEG and Building 84
This communication should be initialed by you and annexed to your bid/proposal upon submission.

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

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

INITIALED: M

DATE: 12/18/2006

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 12/19/06

ADDENDUM #5

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on January 9, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006,November 9, 2006 and December 21, 2006, no later than 2:00PM

The following changes are hereby made in the documents:
This Proposal is hereby postponed. The new proposal due date is January 9, 2007 no later than 2:00 PM.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI CLEANING

INITIALED: [illegible]

DATE: 12/28/06

PS11All

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

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 1/3/2007

ADDENDUM #6

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGAPCP1A-General Cleaning Services at LaGuardia Airport Central Terminal Building.

☒ Due back on January 16, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006, November 9, 2006, December 21, 2006 and January 9,2007 , no later than 2:00PM

The following changes are hereby made in the documents:

- **This Proposal is hereby postponed. The new proposal due date is January 16, 2007 no later than 2:00PM.**
- **It is anticipated but not guaranteed, that an additional addendum will be issued to this RFP, which may address certain concerns raised by prospective proposers. All prospective proposers will be notified accordingly.**

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI

INITIALED: _____

PS11All

DATE: _____

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

Cristi Cleaning

From: "DocumentRequested" <DocumentRequested@panynj.gov>
Sent: Thursday, January 04, 2007 9:01 AM
Attach: Addendum6_11223.pdf
Subject: RFP #11223 - ADDENDUM #6 - GENERAL CLEANING SVCS. AT LGA MARINE AIR TERMINAL, HGR. 7, HGR. 11, POLICE EMERGENCY GARAGE AND BLDG. #84 - DUE: 1/9/2007 @ 2:00PM

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY

PURCHASING SERVICES DIVISION

ONE MADISON AVENUE, 7th FLOOR

NEW YORK, NY 10010

ADDENDUM #6

January 3, 2007

To prospective bidders on **RFP #11223 - ENVLGACP1A - GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84 due January 9, 2007 at 2:00PM**

The following changes are hereby made in the subject document.

See attached.

<<Addendum6_11223.pdf>>

NOTICE: THIS E-MAIL AND ANY ATTACHMENTS CONTAIN INFORMATION FROM THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AND AFFILIATES. IF YOU BELIEVE YOU HAVE RECEIVED THIS E-MAIL IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY, PERMANENTLY DELETE THIS E-MAIL (ALONG WITH ANY ATTACHMENTS), AND DESTROY ANY PRINTOUTS.

THE PORT AUTHORITY OF NY & NJ

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 1/10/07

ADDENDUM #7

To prospective bidders/proposers on bid/RFP # 11223 for RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

☒ Due back on January 16, 2007, no later than 2:00PM

☒ Originally due on October 26, 2006,November 9, 2006, December 21, 2006 and January 9, 2007, no later than 2:00PM

The following changes are hereby made in the documents:
Change the title of addendum # 6 dated 1/3/2007 from "RFP-ENVLGACP1B - General Cleaning Services at LaGuardia Airport Central Terminal Building" to "RFP-ENVLGACP1A-General Cleaning Services at LaGuardia Airport Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84."

For informational purposes only a payroll register is attached that identifies wages that the current employees are receiving.

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority. There is no guarantee that these wages will be the same at the commencement of the new contract. Reference Addendum # 4 dated 12/14/06, Section 5. Evaluation Criteria and Ranking.

Delete the "For Informational Purposes Only" section relating to positions and average wages of Addendum # 4 dated 12/14/06.

If the Port Authority accepts your proposal, you would be required to pay any employee hired by you at least the same hourly wage rates he/she was paid by the prior Contractor even if those rates are higher than the rates on the attached payroll register.

Our existing Contract is expected to expire on July 31, 2007.

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

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

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: CRISTI

INITIALED: [illegible]

DATE: 1/12/07

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

COMPANY #	COMPANY NAME	PER CD END	CHECK DATE	VER #
CR4	CRISTI CLEANING SERVICE CORP.(PIBI)	12/29/06	01/04/07	1

ADP

PAYROLL CHECK REGISTER

EMPLOYEE			HOURS & EARNINGS				TAXES & DEDUCTIONS							CHECK	
EMP #	DEPT	NAME	PAY RATE	TYPE	HOURS	AMOUNT	TYPE	AMOUNT	TYPE	AMOUNT	TYPE	AMOUNT		NET PAY	CHECK #
[redacted]	150	[redacted] AD	13.5800	REG	40.00	543.20	GROSS	651.84	CITNY	9.85				541.56	267950
				HOL	8.00	108.64	FICA	49.86	DBLNY	1.20					
							FWH	34.41							
							SWTNY	14.86							
[redacted]	150	[redacted] RG	13.5800	REG	80.00	1086.40	GROSS	1185.04	CITNY	26.27				970.17	267951
				HOL	8.00	108.64	FICA	91.42	DBLNY	1.20					
							FWH	64.35							
							SWTNY	41.63							
[redacted]	150	[redacted] RG	13.5800	REG	80.00	1086.40	GROSS	1395.04	CITNY	29.91				817.70	267952
				HOL	8.00	108.64	FICA	91.42	DBLNY	1.20					
							FWH	149.60							
							SWTNY	48.21							
[redacted]	150	[redacted] RG	13.5800	REG	80.00	1086.40	GROSS	1395.04	CITNY	29.16				922.74	267953
				HOL	8.00	108.64	FICA	91.42	DBLNY	1.20					
							FWH	103.58							
							SWTNY	46.90							
[redacted]	150	[redacted] RG	12.0900	REG	40.00	483.60	GROSS	483.60	CITNY	4.02				0.00	267954
							FICA	36.99	DBLNY	1.20					VOID
							FWH	42.89	CK	392.91					DD
							SWTNY	5.54							
[redacted]	150	[redacted] SO	12.0900	VAC	2.00	366.85	GROSS	326.83	CITNY	2.74				0.00	267955
							FICA	29.60	DBLNY	0.00					VOID
							FWH	28.50	CK	324.87					DD
							SWTNY	1.67							
[redacted]	150	[redacted] RG	12.0900	REG	16.00	190.16	GROSS	346.48	CITNY	3.10				319.14	267956
				HOL	8.00	96.72	FICA	29.60	DBLNY	1.20					
							FWH	28.50							
							SWTNY	4.74							
[redacted]	150	[redacted] RG	12.0900	REG	64.00	773.76	GROSS	870.48	CITNY	17.82				715.23	267957
				HOL	8.00	96.72	FICA	66.59	DBLNY	1.20					
							FWH	42.07							
							SWTNY	27.57							
[redacted]	150	[redacted] RG	13.5160	REG	48.00	648.48	GROSS	756.56	CITNY	32.50				553.62	267958
				HOL	8.00	108.08	FICA	57.88	DBLNY	1.20					
							FWH	64.21	TL	50.00					
							SWTNY	18.90							
[redacted]	150	[redacted] RG	12.0900	REG	72.00	870.48	GROSS	967.20	CITNY	21.40				721.90	267959
				HOL	8.00	96.72	FICA	73.99	DBLNY	1.20					
							FWH	115.43							
							SWTNY	33.28							
[redacted]	150	[redacted] RG	15.6800	REG	32.00	501.76	GROSS	627.20	CITNY	9.09				523.23	267960
				HOL	8.00	125.44	FICA	47.98	DBLNY	1.20					
							FWH	91.95							
							SWTNY	13.75							
[redacted]	150	[redacted] RG	12.0900	REG	80.00	967.20	GROSS	1063.92	CITNY	24.98				797.19	267961
				HOL	8.00	96.72	FICA	81.39	DBLNY	1.20					
							FWH	129.93							
							SWTNY	39.23							
[redacted]	150	[redacted] RG	13.5800	REG	72.00	977.76	GROSS	1086.40	CITNY	25.10				850.24	267962
				HOL	8.00	108.64	FICA	83.11	DBLNY	1.20					
							FWH	87.29							
							SWTNY	39.46							

THE PORT AUTHORITY OF NY & NJ

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

REQUEST FOR PROPOSALS

TITLE: **RFP – ENVLGACP1A – GENERAL CLEANING SERVICES AT LAGUARDIA AIRPORT MARINE AIR TERMINAL, HANGAR 7, HANGAR 11, POLICE EMERGENCY GARAGE AND BUILDING 84**

NUMBER: 11223

SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

PROPOSAL DUE DATE: October 26, 2006 **TIME: 2:00 PM**

QUESTIONS SHOULD BE SUBMITTED BY: October 17, 2006 **TIME: 3:00 PM**
SITE VISIT : October 12, 2006 **TIME: 1:00 PM**

BUYER NAME: Kathy Leslie Whelan

PHONE#: (212) 435-3929
FAX#: (212) 435-3959
EMAIL: kleslie@panynj.gov
trahman@panynj.gov

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1. INFORMATION FOR PROPOSERS

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

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, three major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities.

The Port Authority is hereby seeking proposals from qualified firms to provide janitorial and general cleaning services for all buildings, properties and associated areas at LaGuardia Airport-Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84 as more fully described herein.

The goal of the Port Authority is to provide the highest quality of cleaning services to all Port Authority customers. This standard shall apply, but not be limited to, the appearance of all areas at LaGuardia Airport-Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84 and the appearance of all Contractor's personnel and equipment.

Customer Service Requirements

The Port Authority has established a policy that responsive, respectful and helpful customer service is of the utmost importance in providing service to all its customers. This policy applies to the employees who work for companies under contract with the Port Authority.

The Authority will evaluate Proposals from contractors that can provide the services as described in the RFP and Form of Contract in a manner befitting a world class airport, dedicated to meeting and exceeding the needs of our customers. In order to ensure that our contractors provide excellent performance and superior customer service, the Proposer must clearly demonstrate that it will comply with the performance and customer service standards for this contract. To provide Proposers with an understanding of the Port Authority's requirements concerning service, attached to this Request for Proposal the Port Authority's "Customer Service- Airport Standards Manual" (Attachment E).

B. Brief Summary of Scope of Work

The Contractor shall provide janitorial and general cleaning services as well as snow removal services to LaGuardia Airport- Marine Air Terminal (MAT), Hangar 7, Hangar 11, Police Emergency Garage (PEG) and Building 84 as described herein. All such work shall be performed in accordance with the Specifications in such manner as to afford a high level of performance.

C. Deadline for Receipt of Proposals

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

The Port Authority assumes no responsibility for delays caused by any delivery service.

D. Submission of Proposals

One reproducible original (containing original signatures and clearly designated as such) and twelve (12) copies of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

E. Communications Regarding this RFP

All communications concerning this RFP should be directed to the Buyer listed on the cover page. All questions regarding this RFP should be submitted in writing to the Buyer via email at the address listed on the cover page no later than 1:00 p.m. (EST) on October 17, 2006.

The Buyer is authorized only to direct the attention of prospective Proposers to various portions of this RFP so that they may read and interpret such portions themselves.

Neither the Buyer nor any other employee of the Port Authority is authorized to interpret the provisions of this RFP or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Proposers by written addenda and such writing shall form a part of this RFP.

F. Proposal Acceptance or Rejection

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized

representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

G. Pre-Proposal / Site Inspection

A Site Inspection is scheduled for October 12, 2006 at 1:00 PM. All interested Proposers should meet at LaGuardia Airport, Central Terminal Building, 3rd Floor, Room 3870.

A site inspection allows Proposers to tour and physically inspect the actual site(s) of work prior to the submission of proposals. No questions will be taken during a site inspection.

Attendance is strongly recommended. Information conveyed may be useful to Proposers in preparing their proposals and Proposers not attending assume all risks which may ensue from non-attendance. Attendees interested in attending should RSVP to Tom Hatton at 718-533-5654 no later than 12 noon (EST) of the business day preceding the scheduled date(s) to confirm their attendance and/or receive traveling directions.

H. Available Documents

Certain documents, specified below, will be made available for examination by Proposers at the Site Inspection.

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

Said documents are as follows:

Conformed Contract PSE-889, General Cleaning at LaGuardia Airport – Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84

Approved Products List- Environmental Protection Supplies

I. Aid to Proposers

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn therefrom.

Item Description		Number of Cases Per Year
Large Trash Bags		24 (150 per case)
Small Trash Bags		96 (150 per case)
Sanitary Bags		21 (500 per case)
C-Fold Paper Towel		22 (16 rolls per case)
Large Toilet Paper		240 (6 rolls per case- 2,000 linear feet p
Clean Seat Toilet Paper		120 (cases per year)
Urinal Screens		80 (12 per case)
Small Toilet Paper		240 (12 rolls per case)
Roll Paper Towels		240 (6 rolls per case)
Soap		201 (18 packages per case)
Odor Eater		24 (2 gallons per case)
Liquid Floor Cleaner	(Concentrated)	48 (2 gallons/case)
Liquid Glass Cleaner	(Concentrated	24 (2 gallons/case)
Liquid Heavy Duty Cleaner	(Concentrated)	24 (2 gallons/case)
Liquid Bathroom Detergent	(Concentrated)	24 (2 gallons/case)
Carpet Shampoo	(Concentrated)	4 (4 gallons per case
Floor Stripper	(Concentrated)	24 (5 gallon buckets)
Floor Finish (WAX)	(Concentrated)	32 (5gallon Buckets))
Carpet Rinse	(Concentrated)	4 (4 gallons per case)

J. Union Jurisdiction

Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled "Harmony" included in, Part II of Attachment B entitled, "Contract Terms and Conditions For Facility Services."

K. City Payroll Tax

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

a. City of Newark, New Jersey for services performed in Newark, New Jersey;
b. City of New York, New York for services performed in New York, New York; and
c. City of Yonkers, New York for services performed in Yonkers, New York.

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

2. SCOPE OF WORK

The full Scope of Work is set forth in detail in Attachment B and Exhibit A.

3. PROPOSER PREREQUISITES

The Proposer shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in Attachment B, Part IV, Section I of the Standard Contract Terms and Conditions, in the Janitorial Maintenance Program category by the day before the Proposal Due Date. Further, the Proposer shall be pre-qualified by the Port Authority to propose on General cleaning Contracts with an estimated annual value over $800,000.

It should be noted that a determination that a Proposer meets the prerequisites is no assurance that the Proposer will be deemed qualified in connection with other Proposal requirements included herein. No joint ventures will be acceptable for this Proposal.

4. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

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

(2) Where the certified financial statements in (1) above are not available, then either reviewed statements from an independent accountant setting forth the aforementioned information shall be provided.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

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

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

5. EVALUATION CRITERIA AND RANKING

All proposals will be reviewed by the Port Authority to determine if they adhere to the format required in this RFP, if they contain all required submissions and if the Proposer meets the preconditions required for submission of a Proposal. For Proposals meeting such requirements, the following criteria, set forth in order of importance, will be utilized in the evaluation of proposals.

A. Cost of Proposal

- The Total Estimated Contract Price as submitted on the Cost Proposal Form.

B. Management Approach

- The clarity and feasibility of the Proposal, which shall include the management philosophy, principles and programs to be utilized by the Contractor in performing the service, and which shall detail the Proposer's proposed labor and supervisory staffing, M/WBE subcontracting plan, on-site management plans and work plan

for this Contract, and proposed quality assurance/quality control program addressing how the Proposer will ensure compliance with the Contract requirements, including, but not limited to wages and supplemental benefits, i.e. holiday, vacation and sick benefits, and any other proposed benefits; and contractual requirements, including, but not limited to general liability, automobile liability and workers' compensation insurance; prior wage and benefit compliance and insurance compliance on other contracts with the Port Authority and its subsidiaries.

C. Technical Expertise, Experience of Proposer, and the Proposer's Capability to Meet the Deliverables of the Request For Proposals, including but not limited to items such as:

- The extent to which the Proposer, and the managerial and supervisory personnel proposed to be dedicated to this program have experience in implementing and managing similar cleaning services in heavily trafficked large public facilities using a staff comparable in size to that necessary for the LaGuardia Airport – MAT, Hangar 7, Hangar 11, PEG and Building 84 cleaning. Experience of Proposer's Senior Management Team in managing employee management programs, including, but not limited to, references, security training, OSHA safety training, quality assurance and control programs, disciplinary procedures, staff planning, payroll processing and recruiting and maintaining a stable workforce and utilization of technological advances in cleaning methods and contract management.

D. Background Check Plan

The Proposer must submit a Background Check in accordance with this document, which will be considered pass/fail.

6. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority of NY & NJ has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The successful Proposer will use every good faith effort to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in all purchasing, subcontracting and ancillary service opportunities associated with this contract, including purchase of equipment, supplies and labor services. Good faith efforts include 1) dividing the services and materials to be procured into small portions where feasible, 2) giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate, 3) soliciting services and materials from M/WBEs, which may be certified by the Port Authority and 4) insuring that provision is made for timely progress payments to the M/WBEs.

The Port Authority has a list of certified M/WBE firms, which are available to Proposers at their request. The Port Authority makes no representation as to the

qualifications and ability of these firms to perform under this contract. The Proposer may use firms which are not on the list but will be required to submit, to the Port Authority's Small Business Programs (SBP) for certification, the names of M/WBE firms it proposes to use. Only Port Authority certified M/WBE firms may be considered to meet the goals. For inquiries and assistance, please contact SBP at (212) 435-7819.

To the maximum extent feasible and consistent with the Proposer's exercise of good business judgment, the Proposer shall make a good faith effort to include 12% participation by MBE's and 5% participation by WBE's in all procurement, subcontracting and ancillary service opportunities associated with this contract. The Proposer shall submit an M/WBE Participation Plan, (Plan) which shall be evaluated and rated for this procurement. The Plan shall consist of the following:

- Previous M/WBE Participation: Describe any previous or current M/WBE participation which the Proposer has sponsored.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Identification of M/WBE's: Provide the name and address of any M/WBE included in the Plan. If none are identified, describe the process for selecting participant firms.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.

7. PROPOSAL SUBMISSION REQUIREMENTS

In order to expedite the evaluation of proposals, the Proposer's response to this RFP shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the requirements of this RFP.

The Letter of Transmittal shall contain:

(1) Name and address of the Proposer and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;

(2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;

(3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFP;

(4) Name and address of proposed subcontractors, if any;

(5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

If a partnership: a statement of the names and residences of its principal officers, indicating which are general and which are special partners;

If an individual: a statement of residence

B. Executive Summary

The Proposer shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.

C. Agreement on Terms of Discussion

The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as Attachment A and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed.

D. Certifications With Respect to the Contractor's Integrity Provisions

The Proposer, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as Section III in Part IV of Attachment B, " STANDARD CONTRACT TERMS AND CONDITIONS" of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.

E. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

F. Proposal

The Proposer must submit a proposal that details and clearly describes its experience and capability to perform the cleaning services described in this RFP, its approach to such work and the cost of such work to the Port Authority. At a minimum, the proposal shall address the following:

1. Cost Proposal

   a. The Proposer shall submit a Cost Proposal indicating the compensation that it expects to receive. The Cost Proposal shall be complete and inclusive of all work required by this RFP and shall include, but not be limited to, material and labor costs, fuel costs, any salaries, supplemental benefits, overheads, profits, etc. The cost Proposal should be submitted on Attachment B – Part III - Cost Proposal Form.

   b. Financial – The Proposer shall describe in detail all compensation it expects to receive from the Port Authority for the performance of the work and any other cost factors relevant to the proposal as required in the Cost Proposal Form.

2. Management

   a. The Proposer should indicate the total number of full-time (minimum thirty (30) hours/week) employees currently employed by the firm and the number employed in each of the preceding three (3) years.

   b. The Proposer shall show the number of full time and part time employees to be utilized in providing the services, including supervisory staff. The Porposer shall submit a plan to minimize employee turnover.

   c. The Proposer should provide a complete description of how it intends to implement and manage the cleaning services at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including any information that it believes would be helpful to the Port Authority in assessing its ability to provide the services described in the RFP. The Proposal must include the Proposer's plan to ensure compliance with the requirements of this Contract, including, but not limited to wage and benefit compliance and insurance requirements, i.e. general liability, automobile and workers' compensation and the Proposer's M/WBE Participation Plan. In addition, the Proposer should submit proposed minimum service standards (and the appropriate measurements thereof), concepts or procedures that will further its objective to provide the highest possible level of service at LaGuardia Airport- MAT, Hangar 7, Hangar 11, PEG and Building 84, including how it will determine and maintain performance measurements.

   d. The Proposer shall submit in its proposal, its allowance for holiday, vacation and sick days for each of its employees performing services under this

Contract including, but not limited to how such allowance for holiday, vacation and sick days is implemented and administered by the Contractor.

e. The Proposer should submit a Wage and Supplemental Benefits Plan for the Contract for the positions for which average wage and benefit requirements are specified.

f. The Proposer should submit a self-assessment plan, applicable to all years of the contract including a system, which shall be subject to audit by the Port Authority, that will monitor on a monthly basis the Contractor's own performance with respect to its obligation to pay the specified average wages and supplemental benefits. The Proposer will submit a plan demonstrating how it will react to underpayments detected by the above monitoring system and how it will ensure compliance with the required average wages and supplemental benefits before the end of the affected period.

3. Technical Experience

a. The Proposer should submit a listing of all cleaning contracts that were performed by or are currently being performed by the Proposer within the last five (5) years. Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate dollar amount of the contract; the annual staff hours of full and part time labor expended in the performance of the contract; a summary of the types of work performed and the names, addresses and telephone numbers of the owners; representatives familiar with the work that the Port Authority may contact.

b. The Proposer should provide a statement indicating the qualifications and experience of managerial and supervisory personnel employed by the firm who are to be exclusively dedicated to the Contract, including their length of service with the firm, the anticipated function of each person on the Contract and a summary of the relevant experience of each person listed. The resumes of the individuals who are being recommended for these positions should be included in the Proposal.

c. The Proposer should provide a complete description of all employee management programs (covering both supervisory and non-supervisory personnel), currently utilized by your firm, including, but not limited to, cleaning related training, security training, OSHA safety training, employee motivation and incentive programs, Quality Assurance/Quality Control programs, payroll processing, recruitment procedures, staffing retention plan, and disciplinary procedures, etc. (include, if available, copies of manuals or other associated documents).

d. The Proposer shall submit to the Authority, a detailed itemized description explaining technical expertise and past experience the Proposer has in the following areas:

- Utilization of technological advances in cleaning methods and resulting benefits;
- Management of cleaning in buildings and facilities, of similar size.

4. The Proposer shall provide any other information that is related to the above requirements that the Proposer believes would be helpful to the Port Authority in the evaluation of its proposal.

5. The Proposer shall submit a Contractor Identity Check/Background Screening Plan, which demonstrates how the Proposer will ensure that only employees who were successfully prescreened and properly credentialed perform the services herein. This Plan shall be applicable to all years of the Contract and shall include, but not be limited to, the following:

   The length of time researched for the identity check/background screening on new hires, which shall be at a minimum of 10 years of employment history or verification of what an employee documented they have done in the last 10 years preceding the date of the investigation, resources utilized to perform this, and the frequency at which it is performed on current employees.

G. Acknowledgment of Addenda

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

H. Acceptance of Standard Contract Terms and Conditions

The Port Authority has attached to this RFP as Attachment B, Form of Contract For Facility Services, Standard Contract Terms and Conditions governing the Contract. The Proposer is expected to agree with these Standard Contract Terms and Conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. After the Proposal due date, the Proposer will be precluded from raising any exceptions unless such exceptions are justified by and directly related to substantive changes in the business or technical requirements and are agreed to by the Proposer and the Port Authority.

I. M/WBE Plan

The Proposer shall submit an M/WBE Plan in accordance with the section of this RFP entitled "M/WBE Subcontracting Provisions".

8. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

A. Changes to this RFP

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFP's were mailed. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

C. Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

D. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right

E. Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform. Subcontractors will be subject to all of the security and background checks as Proposer.

F. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to

disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

H. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of a proposal shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

I. Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Sales to the Port Authority are currently exempt from New York and New Jersey state and local sales and compensating use taxes and generally from federal taxation. All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in

the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

N. Rights of the Port Authority

(1) The Port Authority reserves all its rights at law and equity with respect to this RFP including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

(2) No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the

foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Proposers to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFP, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

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

Notwithstanding the above, at the request of the Proposer, the Port Authority will make a good faith effort not to disclose information that it need not disclose under its Freedom of Information Policy, attached hereto as "Attachment A-1".

_____
(Company)

_____
(Signature)

_____
(Title)

_____
(Date

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

Freedom of Information - Port Authority Policy and Procedure

In 1977, the Committee adopted a policy for access by the public to records maintained by the Port Authority. While based on the policy theretofore declared by the States of New York and New Jersey, with respect to access by the public to public records, inasmuch as the respective New York and New Jersey statutes differed (and continue to differ) as to certain policy particulars and provide for different procedures for implementation of the policy, it was deemed desirable for the Committee to adopt a separate Port Authority Policy and Procedure. In light of action now being taken by the Board with respect to open public meetings, it is appropriate at this time to restate the basic principles and reflect necessary procedural changes.

Pursuant to the foregoing report, the following resolution was adopted with Commissioners Burgos, Hellmuth, Henderson and Kaltenbacher voting in favor; none against:

> **RESOLVED,** that government, including the activities and decisions of The Port Authority of New York and New Jersey (and its wholly-owned subsidiary corporations) is the public's business and therefore the public should have access to the records of the Port Authority (and its subsidiaries) as herein provided for; and it is further
>
> **RESOLVED,** that the resolution of the Committee on Operations adopted on September 28, 1977, regarding Freedom of Information (which resolution appears at pages 12 et seq. of the Committee Minutes for that date) shall be, and it hereby is, rescinded; and it is further
>
> **RESOLVED,** that all records of the Port Authority (and its subsidiaries), including records stored electronically such as on computer tapes or disks, shall be made available for public inspection and copying, except that such access may be denied as to records or portions thereof which:
>
> (1) are rendered confidential or privileged or are exempted from disclosure by Federal or state law or regulations or rules of court;
>
> (2) if disclosed, would constitute an unwarranted invasion of personal privacy (including personnel, medical. or disciplinary records, and any lists of names and addresses to be used for profit or financial gain);
>
> (3) if disclosed, would impair present or future awards or negotiations, including collective bargaining or negotiations, of leases, permits, contracts, or other agreements;
>
> (4) are trade secrets or are maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise;

(5) are compiled for public safety, law enforcement, or official investigatory purposes (internal or external) when their disclosure may affect public safety, interfere with internal investigations, audits, law enforcement investigations, or judicial or disciplinary proceedings, or deny or prejudice a right to a fair trial or impartial adjudication, or identify a confidential source or disclose confidential information relating to an audit or a civil, criminal, or internal or external disciplinary investigation;

(6) if disclosed, would endanger the life or safety of any person;

(7) are inter-agency or intra-agency materials other than statistical or factual tabulations of data, provided that instructions to staff that affect the public or final agency policy or determinations are not exempted;

(8) are examination questions or answers which are requested prior to final administration of such questions; or

(9) could affect or impact the competitive economic position of the Port District, the Port Authority, or specific business entities with which the Port Authority deals;

and it is further

RESOLVED, that the Secretary of the Port Authority shall maintain a current list of subject nature and category of all records in the possession of the Port Authority (and its subsidiaries) whether or not they are available for public copying and inspection, and the Secretary shall, under the direction of the Executive Director, administer the following rules and regulations with respect to public inspection and copying of available records:

Procedures

(a) Requests for inspection or copying of public records of the Port Authority shall be made to the Secretary of the Port Authority upon a form prescribed by the Port Authority and shall contain sufficient information to identify the particular record sought. Such requests shall be made either:

(1) in person during regular business hours at the Port Authority's main office at One World Trade Center, Room 67W, New York, New York 10048,*** or

(2) by mailing such request, postage prepaid to said Secretary, The Port Authority of New York and New Jersey, at the aforesaid address, Attention: FOI Administrator.

*****On December 13, 2001, the Port Authority Board of Commissioners designated 225 Park Avenue South, New York, NY 10003 as the agency's office for Official Actions and Notices.**

(b) Upon receipt of a request, the Secretary of the Port Authority shall promptly determine whether or not the record requested can be made available and will notify the person making the request of such determination. If the request is granted, such person shall also be notified where and when the record will be made available. The Port Authority will provide an opportunity for inspection and copying of the record.

(c) The record may be inspected only under the supervision of the Secretary of the Port Authority or such other officer or employee as may be designated by the Secretary in the Office of the Secretary during regular business hours or at such other times or places as the Secretary deems convenient.

(d) (1) Documents which are to be copied will be copied by the Port Authority, if practicable, and the person requesting a copy will be charged a fee equal to the Port Authority's cost but no less than 25 cents for each page of the first ten, 15 cents for each page of the second ten, and 10 cents for each additional page. If it is not practicable for the Port Authority to copy such documents, they will be copied commercially and the person requesting the copy will be charged a fee equal to the Port Authority's cost of such commercial reproduction. Documents which have been purchased by the Port Authority commercially (such as stenographic transcripts) may be copied and the person requesting the copy will be charged a fee of no less than the amount paid by the Port Authority for such documents.

(2) A fee of no less than two dollars will be charged for certification by the Secretary of the Port Authority as to authenticity of any document, or that a record of which the Port Authority is legal custodian cannot be found.

(3) In the event a search for records requested requires more than one person hour, or in the event a search of computer records requires programming which would take more than one person hour, a fee will be charged at the rate of not less than five dollars per hour, or any part thereof, per person assigned to such search or programming.

(4) All such fees shall be paid by the person making the request in cash, certified check, or cashier's check, in advance or at the time of the delivery of any record for inspection or copies of any records or certificate referred to in this procedure.

(e) The Secretary of the Port Authority, or the Secretary's designee, shall respond to each request within ten business days of the receipt thereof. The response shall provide reasons for denial of access or copying or a statement of the time and place when the record requested will be made available.

Appeals

(a) Any person who is denied access to a public record of the Port Authority (or its subsidiaries) by the Secretary of the Port Authority may file an appeal from such denial with the Port Authority's General Counsel (who serves as Counsel to the subsidiaries).

(b) Such appeal shall be accompanied by a memorandum in support thereof setting forth the reasons why the appellant is entitled to access to the record requested.

(c) Appeals pursuant to this procedure shall be decided by General Counsel or his designee. If the appeal is denied, the reasons therefor shall be explained fully in writing within seven business days of the date on which such appeal is received by General Counsel.

Whereupon, the meeting was adjourned.

_____

Secretary

ATTACHMENT B

FORM OF CONTRACT FOR FACILITY SERVICES

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PART IV - STANDARD CONTRACT TERMS AND CONDITIONS

PART I CONTRACT DESCRIPTION

1. General Agreement

The Contractor agrees to perform janitorial and general cleaning services at LaGuardia Airport Marine Air Terminal (MAT), Hangar 7, Hangar 11, Police Emergency Garage (PEG) and Building 84 and all related areas, buildings and properties associated therewith as set forth herein, including snow removal and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and other facilities and do all other things necessary, proper or incidental thereto, all in strict accordance with the provisions of the Contract Documents and any future changes therein; and the Contractor further agrees to assume and perform all other duties and obligations imposed upon him by this Contract.

The enumeration in these Contract Documents of particular things to be furnished or done at the Contractor's expense, or without cost or expense to the Authority, or without additional compensation to the Contractor shall not be deemed to imply that only things of a nature similar to those enumerated shall be so furnished and done; but the Contractor shall perform all Work as required without other compensation than that specifically provided, whatsoever changes may be made in the Specifications, whatsoever Work may be required in addition to that required by the Specifications in their present form, and whatsoever obstacles or unforeseen conditions may arise or be encountered.

2. Duration/Escalation

A. The initial term of this Contract (referred to herein as the "Base Term") shall be for a three (3) year period commencing on or about April 1, 2007 on the specific date set for the in the Port Authority's written notice of Proposal acceptance (said date herein referred to as "the Effective Date" or "Commencement Date") and unless sooner terminated, revoked or extended in accordance with the provisions hereof, shall expire on or about March 31, 2010 at 11:59 p.m. (EST) (said date referred to herein as "the Expiration Date").

B. The Port Authority shall have the right to extend this Contract for one (1) three (3) year period from the Expiration Date originally fixed herein (herein referred to as the "Option Period") upon the same terms and conditions subject to the following: not later than thirty (30) days prior to the Expiration Date of this Contract, the Port Authority will send a notice that it is extending the Base Term of this Contract, as aforesaid, and the term of the Contract shall thereupon be extended for the applicable Option Period, subject only to the adjustment of charges as hereinafter provided.

C. For the first and third years of the Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in paragraph below,) the Port Authority shall adjust the compensation due the Contractor utilizing the Consumer Price Index for all

Urban Consumers; Series Id: CUURA101SA0L2; Not Seasonally Adjusted; New York-Northern New Jersey-Long Island, NY-NJ-CT-PA area; all items less shelter; 1982-1984=100, published by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter called the "Price Index"). The price adjustment shall be capped at three (3) percent.

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

Effective on the first day of the month of the Anniversary Date and thereafter on the first day of the month of each succeeding Anniversary Date during the first and third year of the Option Period if exercised (excluding the 120 day Extension Period) hereunder, the compensation payable shall be adjusted as follows:

E. For the first year of the Option Period, the Price Index shall be determined for the months of October 2008 and October 2009. The compensation payable in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for 2009 and the denominator of which is the Price Index for 2008. The resulting product shall be the compensation payable in the first and second year of the Option Period. The price adjustment shall be capped at three (3) percent.

F. For the second year of the Option Period, there will be no further adjustment. The price adjustment applied in the first year of the Option Period will remain in effect.

G. For the third year of the Option Period, the Price Index shall be determined for the months of October 2010 and 2011. The compensation payable in the second year of the Option Period shall be multiplied by a fraction the numerator of which is the Price Index for 2011 and the denominator of which is the Price Index for 2010. The resulting product shall be the compensation payable in the third year of the Option Period. The price adjustment shall be capped at three (3) percent.

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

H. In the event the prices set forth on the Cost Proposal Form shall be adjusted hereunder, then, simultaneously with such adjustment of the charges, the Hourly Wage and Supplemental Benefits hereof shall each also be adjusted by multiplying said amounts, as the same may have been previously adjusted hereunder, by the same fraction set forth in the applicable paragraph above, which was used to adjust the compensation payable in the corresponding contract year and thereafter such adjusted Hourly Wage and Supplemental Benefits shall be in effect as though set forth in the Form of Contract For Facility Services. The Contractor shall pay and provide the same to its employees hereunder and shall comply with all the terms and provisions of said Form of the Contract For Facility Services, Section 10 Wages and Supplemental Benefits in connection therewith. In the event that the price index is not available for any specified month as herein above set forth within the time set forth for payment, such Price Index for the latest month then published shall be used to constitute the Price Index.

I. The Port Authority shall have the absolute right to extend this Contract for an additional one hundred twenty (120) day period subsequent to the Expiration Date of the Base Term hereinbefore established or Option Period hereinbefore established, subject to the same terms and conditions of the original Contract term. The prices quoted by the Contractor for the third year of the Base Term, or third year of the Option Period, if applicable shall remain in effect during this extension period without escalation. The Port Authority will advise the Contractor, in writing, at least thirty (30) days prior to the Expiration Date hereinbefore established that the Contract term is so extended.

3. Payment

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

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, one twelfth (1/12) the Annual Lump Sum Price for said services inserted by the Proposer in the Cost Proposal Form as such amount may be adjusted pursuant to the provisions of this Contract.

ii) For Snow Removal Services/Flood Response Services performed by the Contractor hereunder, the applicable price per hour inserted by the Proposer in the Cost Proposal Form as such amount may be adjusted pursuant to the provisions of this Contract times the number of hours expended in the month, shall yield the monthly amount.

iii) For attendance at required Port Authority training hereunder pursuant to Section S6 of the Specifications, the applicable price per hour for training inserted by the Contractor in the Cost Proposal Form.

iv) For each item of Extraordinary Cleaning Services performed by the Contractor, the price per hour, price per square foot or price per item, as applicable, for such services inserted by the Proposer in the Cost Proposal Form as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of square feet cleaned or hours of work performed by the Contractor in the month.

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

c. The annual estimated quantities set forth on the Cost Proposal Form are given solely to enable the Authority to make price comparisons. The Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet cleaned, per item performed as the case may be, as further set forth above.

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

i) On or after the fifth day of each month of this Contract starting with the second month and including the month following the month in which this Contract expires or is terminated, the Contractor shall submit to the Manager an invoice setting forth the amount due to the Contractor for the preceding calendar month as described above, accompanied by such information as may be required by the Manager for verification, and including a separate calculation for Extra Work.

ii) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Authority within thirty (30) calendar days following its receipt of the invoice.

iii) Payments made hereunder are subject to such adjustments as may be necessitated following Authority verification of the accuracy of amounts billed. Such payments are further subject to deductions for such liquidated damages to which the Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages".

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

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

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

4. Extra Work

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

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Cost Proposal Form and the paragraph herein titled "Increase or Decrease in Areas or Frequencies".

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

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

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

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within four (4) hours following the receipt by the Contractor of the Manager's written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

5. Liquidated Damages

In the event that during any monthly period the Contractor fails to satisfactorily perform all or any part of the services required hereunder in accordance with the requirements and at the minimum frequencies set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages to the Authority shall be liquidated as follows:

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A of the Scope of Work at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Cost Proposal for "Extraordinary Cleaning Services" as appropriate for the applicable service

and year multiplied by the number of hours of performance of such services or number of square feet or items as applicable, not satisfactorily cleaned as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for additional cleaner services quoted by the Contractor on the Cost Proposal Form for the applicable year multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal/Flood Response Services at the times required by the Manager, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services inserted by the Contractor in the Cost Proposal Form, as same may have been adjusted pursuant to the provisions of this Contract for the year in which any failure to perform occurs, multiplied by the number of hours of such services not rendered. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

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

D. If the Contractor's Supervisor hereunder fails to respond to cellular phone communication related to performance of his/her services hereunder within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hourly period thereafter in which any Supervisor fails to respond.

E. If the Contractor fails to have a Supervisor on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $40.00 per hour for each hour the Supervisor is not on duty.

F. If the Contractor fails to provide to the Manager a written work schedule covering the first three months of the contract within twenty (20) days of the contract start date, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

G. In the event the Contractor fails to provide the information every six months as required in the Section hereunder entitled "Wages and Supplemental Benefits"

"General Agreement" and the Specifications shall be deemed merely his present determination on this point. In the exercise of this authority, he shall have power to alter the Specifications; to require the performance of Work not required by them in their present form, even though of a totally different character from that now required; and to vary, increase and diminish the character, quantity and quality of, or to countermand any Work now or hereafter required. Such variation, increase, diminution or countermanding need not be based on necessity but may be based on convenience.

8. Authority and Duties of the Manager

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

9. Insurance Procured by the Contractor

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

Commercial General Liability Insurance - $5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $10 million combined single limit per accident for bodily injury and property damage liability.

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

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

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

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

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

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

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

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

cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2007. The employee's vacation benefits accrued in 2006 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Combined Average Wages and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2006.

C. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Combined Average Wage and Supplemental Benefits for each category of employee as set forth below, and if the Services covered by this Contract are provided at more than one facility, such Minimum Combined Average Wage and Supplemental Benefits shall be separately calculated for each separate job title for each facility. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage and Minimum Salary for each employee in each category as set forth below.

(I) Minimum Combined Average Hourly Wage and Supplemental Benefits.

Cleaner- $ 14.67

Supervisor -$ 20.87

D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Duration and Escalation" in the form of Contract For Facility Services, then simultaneously therewith, the Combined Average Hourly Wage and Supplemental Benefits, the Minimum Hourly Wage and the Minimum Salary for an employee holding a position specified in Paragraph "C" above, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages and providing Supplemental Benefits higher than the Combined Average Hourly Wage and Supplemental Benefits hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Combined Average Hourly Wage and Supplemental Benefits per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages and Supplemental Benefits that are higher or lower than the average (but not lower than any minimum wages that may be required under Paragraph "C" above to be paid to each employee); and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

F. Contractors (and its subcontractors) should expect to be audited with respect to Wages, Salaries and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions as well as any other rights and remedies the Port Authority would have in the absence of such enumeration.

G. The Contractor shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Salaries and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have 15 business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, salaries, benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages, salaries and supplemental benefits provisions of this contract.

H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the

Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Attachment D.

I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should indicate that for any contract year, either the Contractor or a subcontractor has not paid or provided at least the Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay, to the Port Authority, (or to the Contractor's employees who have not been paid the proper wages or provided benefits, or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority) an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Combined Average Hourly Wage and Supplemental Benefits, Minimum Hourly Wages and Minimum Salaries required hereunder and the Combined Average Hourly Wage and Supplemental Benefits, Hourly Wages and Salaries actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C job title (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annually from any subsequent payment to the Contractor.

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

PART II - SPECIFICATIONS

S1 - Specific Definitions

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

The term "Clean" shall mean the absence of debris, soil, graffiti, litter, stains, dirt, trash, dust, liquids, smears, film, and odors from any and all surfaces to the satisfaction of the Manager.

The term "Full Time Employee" (F.T.E.) shall mean a Contractor's employee who is paid on a straight time hourly basis (non-overtime, non-premium, time basis) working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) day requirement. The Port Authority will not reimburse the Contractor for any overtime without the Poart Authority's prior written consent.

The term "LaGuardia Airport" or "Facility" shall mean the following portions of LaGuardia Airport: Marine Air Terminal, Hangar 7, Hangar 11, Police Emergency Garage and Building 84.

Whenever the terms "as needed" or "as required" or "as necessary" or "if necessary" are indicated in the Specifications or Exhibits, these terms shall be construed to mean that items of work shall be performed so as to result in a clean condition, as defined above, for the area or item.

S2 - Work Required by the Specifications

These Specifications relate generally to the performance of janitorial and general cleaning services and limited snow removal at the LaGuardia Airport MAT, Hangar 7, Hangar 11, PEG and Building 84 to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

These Specifications require the doing of all things necessary or proper for or incidental to the matter referred to in the immediately preceding paragraph. In addition, all things not expressly mentioned in the Specifications but involved in carrying out their intent and in the complete and proper execution of the matter referred to in the immediately preceding paragraph are required by these Specifications and the Contractor shall perform the same as though they were specifically described.

S3 - Routine and Periodic Cleaning

Exhibit A Scope of Work, attached hereto and made a part of these Specifications

enumerate those routines at the Site of the Work which are to be cleaned hereunder on a routine basis, as well as those cleaning services that are to be provided by the Contractor on a regularly scheduled (periodic) basis. Such areas shall be cleaned in the manner and at the times and frequencies set forth in Exhibit A or other hours designated by the Manager.

Where Exhibit A of these Specifications sets forth any Work which is to be performed at a frequency of less than once per month, the Manager shall have the right to specify the week and month during which such work shall commence. However, failure of the Manager to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

Subject to the provisions of the immediately preceding paragraph, with respect to the term "Frequency of Cleaning" as set forth in Exhibit A, the following shall apply:

1 x year - Items marked "1 x yr." shall be cleaned once each year, but the Contractor shall allow at least 10 calendar months (298 days) but no more than 12 calendar months (365 days) to elapse between cleanings.

2 x year - Items marked "2 x yr." shall be cleaned two times each year, but the Contractor shall allow at least 5 calendar months to elapse between cleanings.

3 x year - Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 3 calendar months to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 56 calendar days but no more than 60 calendar days to elapse between cleanings.

12 x year - Items marked "12 x yr." shall be cleaned once each month, but the Contractor shall allow at least 25 calendar days but no more than 30 calendar days to elapse between cleanings.

26 x year - Items marked "26 x yr." shall be cleaned every other week, but the Contractor shall allow at least 11 calendar days but not more than 14 calendar days to elapse between cleanings.

52 x year - Items marked "52 x yr." shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings.

104 x year - Items marked "104 x yr." shall be cleaned twice each week, but the Contractor shall allow at least 2 calendar days to elapse between cleanings.

150 x year - Items marked "150 x yr." shall be cleaned approximately three times per week, but the Contractor shall allow at least one calendar day to elapse between cleanings.

260 x year - Items marked "260 x yr." shall be cleaned every day, Monday through Friday, including Holidays.

353 x year - Items marked "353 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included, except for those twelve (12) occasions per year during which a different cleaning operation to the same area is scheduled.

365 x year - Items marked "365 x yr." shall be cleaned every day of the calendar year, Monday through Sunday, holidays included.

S4 - Management and Supervision

A. The Contractor shall assign sufficient supervisory staff, for routine cleaning and for periodic cleaning hereunder at the minimum levels listed below, whose presence at the Site of the Work will be required daily, twenty-four (24) hours per day, seven (7) days per week, Monday through Sunday, including holidays.

   a. On the 7:00 a.m. to 3:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included), one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall also have the ability to make management decisions on behalf of the Contractor.

   b. On the 3:00 p.m. to 11:30 p.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) and one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall also have the ability to make managerial decisions on behalf of the Contractor.

   c. On the 11:00 p.m. to 7:30 a.m. shift, seven (7) days per week (Saturday, Sunday and holidays included) and one (1) Supervisor to supervise the Contractor's personnel performing cleaning work in all areas at the Site of Work who shall have the ability to make managerial decisions on behalf of the Contractor.

These Supervisors shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder including, but not limited to ensuring such personnel are signed in and ready to work, are properly uniformed and identified, are in their assigned areas and relieved on schedule, have adequate supplies and they shall not be assigned to the performance of administrative tasks.

The Supervisor assigned shall serve as the Contractor's representative at the Site of the Work and shall have day to day responsibility for ensuring that all work required hereunder is performed in the manner and at the times specified. Such responsibility

shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees.

The Supervisor assigned shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Port Authority Manager at the Facility, regarding the performance of the work specified in the Contract and job inspection.

B. No Supervisor assigned hereunder shall directly perform the cleaning and janitorial services required by this Contract.

C. All Supervisors assigned hereunder shall be able to speak and write in the English language and shall possess a valid driver's license.

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

E. All Supervisors assigned hereunder shall have at least five (5) years prior experience in the performance of functions similar to those to which they are being assigned and the Contractor shall provide the Facility Manager with such proof of prior experience, including references, as the Facility manager may request. The Contractor shall also provide the Facility Manager with copies of any employment applications submitted to the Contractor by those individuals proposed for assignment.

Notwithstanding the above, if an individual demonstrates exceptional ability, the Authority may waive the requirement of five (5) years prior experience with respect to such individual.

F. All Supervisors assigned hereunder shall be provided with a Nextel cellular telephone, or a Port Authority approved equal and shall respond to the facility Manager within fifteen (15) minutes of receiving notice. All cleaners shall be supplied with two-way radios to maintain contact with the Contractor's Supervisor,

G. Primary residence telephone numbers and alternate phone numbers shall be made available to Manager for all supervisory personnel employed by the Contractor for use in emergency notifications and shall be updated as necessary. Contractor's management personnel shall be available for discussion by phone within one (1) hour following the Manager's request and shall be physically present at the Site of the Work within four (4) hours following the Manager's request.

H. The Supervisor is expected to devote most of his/her time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and they shall devote only the minimum time necessary to the administration of the Contract as regards to record keeping, the ordering of supplies and those other things necessary to the providing of proper cleaning services as specified in the Agreement. The Supervisor shall also ensure that all employees are adequately trained in safety

procedures.

I. The cost for the Supervisor shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

S5 - Personnel Requirements

In addition to the Personnel Standard requirements set forth in the Standard Contract Terms and Conditions, the Contractor shall be required to train all its personnel in the proper handling of blood and blood products as mandated by Federal OSHA, Bloodborne Pathogen Standard 29 CFR 1910.1030. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

The Contractor shall be required to train all its personnel in the safe use of ladders as mandated by Federal OSHA Standard 29 CFR 1926.1050-1060. Training must enable each employee to recognize hazards related to ladders and use proper procedures to minimize these hazards.

Thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Manager a completed typewritten LaGuardia Airport A.O.A. Security identification Card Application for each of its employees performing services under this Contract. No Supervisor, Cleaner nor any cleaning personnel performing any of the Work hereunder in any of the Security Areas of the Police Emergency Garage (PEG) will be allowed to perform any of the Work at these areas unless such personnel have been approved, in advance, by the Authority upon the Contractor's successful completion of a background check for the immediate past consecutive ten (10) years for such personnel, and until such personnel have attended a three hour Security Identification Display Area (S.I.D.A.) class given by the Authority at the Facility. The cost of the attendance by the Contractor's personnel at the S.I.D.A. class as described in the immediately preceding sentence, shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for training, separately quoted by the Contractor on the appropriate price page for training.

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

Any employee performing machine sweeping/machine scrubbing must be adequately trained and know how to operate such equipment.

Any employee performing lavatory attendant duties must have the ability to effectively use communication and interpersonal skills in order to resolve customer problems and complaints.

S6 - Training Requirements

As operator of LaGuardia Airport, the Port Authority is concerned with providing assistance and information, if required, as well as maintaining a clean and safe environment for its employees, tenants and the traveling public.

It shall be the responsibility of the Contractor to ensure that all of its employees performing the Work hereunder receive training as specified in items (1) through (3) below. The on-going training program (referenced to herein as the "training program") will focus on Customer Service, Supervisory and Technical Skills. A brief description of the requirements of the various components of the training program are as follows:

(1) Customer Service Relations:

All of the Contractors employees performing the Work hereunder shall attend a Port Authority provided training session in Customer Service Relations, for each year of this Contract, which shall be approximately three (3) hours in duration and the cost of attendance by the Contractor's personnel shall not be included in the Contractor's Annual Lump Sum Price, but will be reimbursable to the Contractor by the Port Authority at the price for Training separately quoted by the Contractor on the appropriate Cost Proposal Form for Training.

(2) Supervisory:

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

(3) Technical:

The Contractor shall provide for its staff orientation and training (referred to herein as "technical training") in the physical areas covered by the Contract, routine and periodic

work specifications, cleaning materials and their applications, proper use and maintenance of equipment, and any additional technical training such as operation of snow blowers and control of blood borne pathogens, etc., that the Manager deems necessary. Such technical training will be at no cost to the Port Authority. The Contractor may utilize subcontractors/consultants to conduct any portion of the technical training.

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

i) A list of all Supervisors and staff who will receive training and the type of training they will receive,

ii) The person or organization responsible for conducting the different training programs,

iii) A training calendar indicating approximate dates during which different training sessions are planned.

S7 - Customer Service Program

A. Mission Statement and Core Values

From and after the Date of Commencement (Date) and continuing throughout the balance of the term of the Contract, including the option years, if any, the Contractor shall develop and establish customer based core values and a mission statement for the operation and management of the General Cleaning Service, which shall be subject to the continued approval of the Manager. Within thirty (30) days of the Date, the Contractor shall, at his expense, post its mission statement in conspicuous on-airport locations including its roll-call site and locations in which the general public interfaces with the Contractor's employees. The location and means of posting the mission statement shall be subject to the prior approval of the Manager. Personnel who interface with the public are expected to be able to explain, upon request, how the core values and mission statement impact their respective jobs.

The Contractor shall take measures to ensure compliance with all standards referenced in the "Airport Service Standards Manual".

B. Quality Assurance Program

The Port Authority, as its sole cost and expense, may retain an independent third party contractor to conduct random surveys eliciting information on staff courtesy and helpfulness, cleanliness of the facilities and equipment, staff appearance and such other measures of performance and compliance with standards referenced in the "Airport

Service Standards Manual", and any other measures of performance that shall be designated by the Manager, no less than three (3) times per month (hereinafter referred to as the "Mystery Shopper Program"). The Port Authority shall have the right, in its sole discretion and without prior notice to the Contractor, to modify the Mystery Shopper Program. The Mystery Shopper Program will be conducted by persons (hereinafter called "The Mystery Shopper") trained by the independent contractor, who shall base their evaluations on both of their interactions with and observations of the contractor's staff and operations.

The Manager, or his designated representative shall also conduct surveys of the Service not less than once per quarter (hereinafter referred to as the "Manager's Survey"). The Contractor's performance will be evaluated based upon criteria, including but not limited to the degree and extent to which the Contractor can effectively manager the Service, the quality of the employee training program and the ability to retain employees in the Service at the Airport. The Port Authority shall have the right, in its sole discretion, to modify the Manager's Survey.

S8 – Staffing Requirements

Staffing requirements shall be submitted in accordance with the requirements of this RFP and approved by the Authority.

(THIS SECTION WILL BE BASED ON THE FINALIZED CONTRACTOR STAFFING PROPOSAL)

S9 - Materials, Supplies and Equipment

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, clear plastic trash bags marked with distinctive Contractor identification, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products; however, floor mats will not be included. For possible medical waste cleanup, the Contractor should have available for use by their employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste. The Port Authority will supply all light bulbs hereunder.

B. Equipment to be provide by the Contractor hereunder shall include, but shall not be limited to a minimum of the following: two (2) walk-behind battery operated type action floor scrubbers and three (3) polishers (commonly known as single action floor machines), one (1) power sweeper, two (2) two stage snowblowers, two (2) CartmasterVacuums with stealth power brush or Authority approved equal, four (4) salt spreaders, twelve (12) snow shovels, two (2) wet/dry vacuums, six (6) vacuums, two (2) backpack battery operated vacuums, carpet shampoo equipment, steam cleaning equipment capable of delivering 180 degree water temperature at

3,000 p.s.i. which shall be self-contained with water, heating equipment and electrical power, and Motorola/Nextel radios which shall be inventoried monthly by the Contractor and reported to the Manager, or Authority approved equal with a VHF frequency which must be compatible with the frequency at the facility, which will be disclosed to the Contractor by the Manager upon the commencement of this Contract, for any Supervisor performing services hereunder.

All mechanically operated equipment must be in sound operating condition as determined by the Manager and the Contractor shall enter into Agreements for factory authorized maintenance for the ride-on and walk-behind scrubbers hereunder. In addition, all radios shall be functional at all times as determined by the Manager and subject to Port Authority inspection.

C. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, (see paragraph E below), sanitary napkins and tampons, sanitary napkin disposal drop boxes and bags and toilet seat covers and their refills which are located in the lavatories and other areas to be cleaned hereunder. The current standard soap dispenser at the Facility is Kimberly-Clarke-In-Sight Model #92551 (color smoke/gray); the current stainless steel seat cover dispenser is American Specialties, Inc. (ASI) Model #0477-SM; and the current sanitary napkin drop box is American Specialties, Inc. (ASI) Model #0852, and the Contractor shall maintain a minimum of six (6) spare units of each and the Port Authority staff will install such dispensers and containers so as to keep same in full working order.

D. Should the Manager determine that any such dispenser or container installed in accordance with Paragraph C above is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority. Notwithstanding the above, where a sanitary napkin dispenser is replaced by the Contractor pursuant to this paragraph, the Contractor shall be reimbursed for the purchase price of the replacement provided that he has supplied a receipt for such purchase to the Manager.

The Contractor shall obtain the Manager's approval of the type, number and planned location of any replacement unit prior to its installation. The Manager's approval shall also be obtained before any dispenser or container is relocated or removed from the Site of the Work. All replaced dispensers hereunder shall become the property of the Port Authority.

E. The following specification covers single ply toilet in roll form to be provided by the Contractor:

1. Requirements: Toilet tissue shall be white, unglazed, soft, strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fiber. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The

tissue shall conform to EPA guidelines for recycled fiber of 82% recycled content of which a minimum of 34% shall be post consumer.

2. Physical Requirements of Roll Toilet Tissue:

a.	Basic Weight (minimum)	10.5
b.	Tensile Strength, dry 02./inch machine direction (minimum)	14
c.	Absorbency (maximum)	25 seconds
d.	Brightness (minimum)	78%

3. Workmanship: Toilet tissue shall be in accordance with specifications and shall be uniform in color; trimmed with clear smooth edges (no protrusion of tissue beyond the core ends will be permitted; non-perforated to allow even flow of tissue and shall conform to levels of quality established herein.

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

5. Total Roll size: Toilet tissue rolls shall be furnished and delivered in rolls having not less than 2,200 linear feet per roll and must fir properly in toilet tissue dispensers presently in use at the facility. The toilet tissue dispenser currently in use is Kimberly-Clark, JRT Junior Jumbo Roll, stainless steel tissue dispenser model number 9564 (10.625" x 11" x 5.1875").

   Toilet Tissue Dimensions: Each roll of tissue shall not be less than 2,200 linear feet and shall have a width of not less than 3-15/16 inches, with a diameter of 9.0 inches around the core. The core shall be approximately 3.0 inches (inside diameter).

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

	Minimum	Maximum
Roll Width	7-3/4"	8.25"
Linear feet/roll	420	475'
Rolls per case	12/rolls/case	16 rolls/case

Basis Weight	24 lbs.	34 lbs.
Absorbency	--	20 sec.
Brightness	78%	--
Color	white	white
Tensile Strength-Dry	36 oz./inch Average Both Directions	
Tensile Strength-Wet	9 oz./inch Average Both Directions	
Recycled Content	40% Post Consumer Waste	

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

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

	Minimum	Maximum
Basis Weight	24 lbs.	34 lbs.
Absorbency	--	20 sec.
Brightness	78%	--
Color	white	white
Tensile Strength-Dry	36 oz./inch Average Both Directions	
Tensile Strength-Wet	9 oz./inch Average Both Directions	
Recycled Content	40% Post Consumer Waste	

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

Unless otherwise specified, the Contractor is responsible for the performance of all inspection requirements as specified herein. The Port Authority reserves the right to perform any of the inspections set forth in the Specification where such inspection as deemed necessary to assure that supplies and services conform to prescribed requirements.

The Contractor shall retain any revenue derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

The Contractor shall replace as necessary all cartridges and batteries used in the Automatic Odor Counteracting Dispenser Units located in all lavatories in the Central Terminal Building.

The Contractor's employees engaged in operating any motor vehicle in conjunction with these Specifications must have a valid motor vehicle license.

The Authority will furnish to the Contractor sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

Minimum inventory of materials that must be maintained by the Contractor at the Facility at all times shall be at least 10% of the estimated quantities specified in this Section.

S10 - Approval of Equipment, Materials and Supplies

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

The Contractor may propose additional equipment, materials and supplies for the Manager's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Manager may establish in granting his approval.

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

S11 - Employee Uniforms and Appearance

In addition to the General Uniform Requirements for Contractor's Personnel set forth in the Standard Contract Terms and Conditions, the Contractor shall the Contractor shall provide distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Manager prior to the commencement date of this Contract, which shall be worn at all times during which such Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employee's name and an insignia badge, the design of which will be provided to the Contractor by the Authority, and procured by the Contractor for its employees performing services under this Contract, all of which shall be subject at all

times to the Manager's approval. In addition, the Contractor shall provide its employees with all foul weather gear appropriate for the performance of services hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests.

The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least twice a week and it will supply its employees with sufficient uniforms to comply with said requirements. All uniforms, colors, types and styles shall be subject to the prior approval of the Manager. The Contractor will also be responsible for ensuring that its employees are wearing ANSI approved shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as will cover any part of the uniform.

The Contractor will be granted a five (5) day grace period at the start of the Contract to ensure that its employees are attired in proper uniform; however, the Contractor shall provide immediately to each employee performing the cleaning and janitorial work required hereunder the following as a minimum: the Contractor's identification badge and vest.

The Manager shall have the right to require removal of any employee who shall fail to wear the proper uniform and shoes and the exercise of this right shall not limit the obligations of the Contractor to perform the work or to furnish the required number of employees at each location at the premises as specified.

S12 - Breakdown, Malfunction or Damage

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

S13 – Contractor's Vehicles – Parking - Licenses

A. The Contractor's vehicle requirements for the duration of this contract shall be a pickup truck, with the capability to transport a minimum of six (6) passengers and equipment that shall remain on the Facility premises at all times. This vehicle shall have a rotating amber beacon and shall be maintained to ensure sound mechanical performance and safe operating condition. All vehicles provided hereunder must have proper lights, proper lettering, be registered, pass state inspection, have no obvious physical damage and be maintained in accordance with manufacturer's requirements or specifications. No personal vehicles shall be used in the performance of this Contract. This vehicle shall be kept clean and neat at all times

B. At the Manager's discretion, the Port Authority may permit the Contractor during the effective period of this Contract to park the required motor vehicle described in A. above of this numbered clause in such locations as may from time to time or at any time be designated by the Manager.

C. The Contractor shall comply with all directions issued by the Manager with respect to such parking authorization. The Contractor shall comply with such rules, regulations and procedures as are in force and such existing reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facilities or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time to time and at any time by the Manager. Prior to their use, and at such other times as the Manager may direct, such vehicles shall successfully undergo a safety inspection by the Authority's motor vehicle personnel. Each vehicle used in the performance of Work required hereunder shall display, at all times, a license plate issued by the Authority attesting to successful completion of such Port Authority inspection.

S14 – Site Specific Recycling and Trash Removal

In addition to the Trash Removal Requirements set forth in the Standard Contract Terms and Conditions, the Port Authority has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to various dumpsters throughout the Facility to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters.

S15 - Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by Exhibit A, submit to the Manager a written report setting forth the Contractor's advance scheduling for each three month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three month report shall be submitted by the Contractor at least twenty days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior

approval of the Manager.

All invoices and schedules must clearly indicate the appropriate Contract items.

B. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Manager to correct or remedy a condition or situation deemed by the Manager to require action.

Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Manager to constitute any emergency. The Contractor shall submit to the Manager on the first day of each calendar month during the term of this Contract a written report setting forth the actions taken by the Contractor with respect to any matters which the Manager may have, during the preceding month, requested the Contractor to correct or remedy.

A. The Contractor hereby further agrees to furnish to the Authority from time to time such other written reports in connection with its operations hereunder as the Authority may deem necessary or desirable in connection with the Authority's responsibility as the operator of the facility.

S16 - Space Provided the Contractor

The Authority will furnish the Contractor with nonexclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies. Said facilities and space shall be designated by the Manager and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

The Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

S17 - Inclement Weather Requirements – Snow Removal/Flood Response

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice, sleet or flooding from such exterior areas of the Site of the Work as the Manager may designate and he shall keep such area free from further accumulations. Exterior areas shall include but shall not be limited to, sidewalks, building

entrance, emergency exits, bus stops, pedestrian crosswalks, and up to ten (10) feet of both side of entrance ticket booths, exit toll booths, adjacent sidewalks in the Parking Lots and Garages. Exterior areas will not include snow removal from actual Roadways. It may be required that the Contractor shall respond to areas on the facility as directed by the Manager to remove all water, debris, etc. associated with a flooded area. Squeegee mop, shop vacuum (wet and dry) may be needed to perform this function.

At the request of the Manager, snow, which is so removed, shall be deposited by the Contractor in such areas at the Site of the Work as the Manager may designate. Deposit shall be in such a manner as to avoid interference with vehicular and pedestrian traffic. The Contractor shall not be responsible for removing such deposited snow away from the Site of the Work.

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such personnel in the performance of such services shall be at the appropriate Price per Hour as same is set forth in the Contractor's Cost Proposal. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such record as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal or flood response are no longer needed.

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

In addition to the materials, supplies and equipment referred to in Section S9, the Contractor shall further provide all snow blowers, snow shovels, brooms, ice choppers, salt spreaders, cyclone spreaders, and other equipment necessary for the performance of services required by this numbered clause. This equipment can be secured and stored at the Facility at a location provided by the Port Authority. The Contractor must supply any additional vehicles necessary to transport personnel during inclement weather.

Sand/or deicing materials shall be applied by the Contractor to such exterior of areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work which is designated by the Manager. The Contractor shall also submit weekly usage reports to the Manager detailing all sand/or deicing material utilized by the Contractor for the week covered.

Snow Removal and Flood Response Services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal and Flood Response Services separately quoted by the Contractor under Snow Removal and Flood Response.

Photo Identification Cards for Contractor's Additional Employees - (snow emergency) - The Contractor shall provide photo-identification cards for any additional employees not normally assigned to the facility but who are assigned to the facility for snow emergencies. Such photo-identification cards must be prominently displayed by the employees and shall not be obscured by clothing.

Snow removal services shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Snow Removal separately quoted by the Contractor under Snow Removal.

Sand/or deicing materials shall be applied by the Contractor to such exterior areas as the Manager may direct. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the Site of the Work that is designated by the Manager. The Contractor shall also submit daily usage reports to the Manager detailing all sand and/or deicing material utilized by the Contractor for the day covered.

S18 - Safety Provisions

In the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage to or loss of property or injury to any person including but not limited to all employees on the work, the public and other persons and entities who may be affected thereby.

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

Within thirty (30) days after award of this Contract, the Contractor shall submit to the Facility Manager, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

The Contractor shall, at his own expense and as an included cost, be required to train all their personnel in the proper handling of medical and human waste as mandated by Federal OSHA Regulations and to supply materials, equipment and medical waste cleanup kits for medical waste cleanup at the Facility. Such kits shall include at a minimum, but not be limited to, sharps containers, gloves, masks, and a bleach solution.

S19 – Extraordinary Cleaning Services

At the verbal request of the Manager, followed by a written notice, the Contractor shall perform requested extraordinary cleaning services at the unit prices inserted by the Proposer in the attached Cost Proposal Form for "Extraordinary Cleaning Services." "Extraordinary Cleaning Services" shall not include the repetition of prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. Such work shall include services in additional areas. It shall also include work frequencies beyond the minimums set forth herein when the Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Manager's request must specifically identify the work as Extraordinary Cleaning before such unit prices are payable.

PART III COST PROPOSAL FORM

1. Entry of Prices

a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Cost Proposal Form attached hereto and made a part hereof.

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

c. Prices must be submitted for each Item required on the Cost Proposal Form.

d. All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every Proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Estimated Annual Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.

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

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract, to the Estimated Annual Contract Price for each following year.

NOTE: All prices shall include, but not be limited to the cost of materials, supplies, equipment and other such items, including, but not limited to those items listed on the Calculation of Hourly Rate Form attached to this Proposal.

ATTACHMENT B – PART III

COST PROPOSAL FORM

FIRST YEAR

Routine and Periodic Cleaning **Annual Lump Sum Price**

$_____

Snow Removal	**Estimated Annual No. of Hours**	**X**	**Price Per Hour**	**=**	**Estimated Annual Price**
Snow Removal/ Flood Response	600	x	$_____	=	$_____
Training	120	x	$_____	=	$_____

Extraordinary Cleaning Services	**Estimated Annual No. of Hours/Sq.Ft./Item**	**X**	**Price Per Hours/Sq. Ft/ Item**	**=**	**Estimated Annual Price**
Policing/Cleaner Services	500 hrs.	X	$_____ per hr.	=	$_____
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Mop Various Floor Surfaces	15,000 sq.ft.	X	$_____ per sq. ft	=	$_____

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Escalators	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Vents	50 items	X	$_____ per item	=	$_____
Wash and Rinse Lights/Fixtures	100 items	X	$_____ per item	=	$_____
Thorough Clean Elevators	1 elevator cab	X	$_____ per item	=	$_____
			Total Estimated Annual Price		$_____

A. Estimated Annual Contract Price First Year $_____
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

SECOND YEAR

1. Routine and Periodic Cleaning **Annual Lump Sum Price**

$_____

Snow Removal	**Estimated Annual No. of Hours**	**X**	**Price Per Hour**	**=**	**Estimated Annual Price**
Snow Removal/ Flood Response	600	x	$_____	=	$_____
Training	120	x	$_____	=	$_____

Extraordinary Cleaning Services	**Estimated Annual No. of Hours/Sq.Ft./Item**	**X**	**Price Per Hours/Sq. Ft/ Item**	**=**	**Estimated Annual Price**
Policing/Cleaner Services	500 hrs.	X	$_____ per hr.	=	$_____
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Mop Various Floor Surfaces	15,000 sq.ft.	X	$_____ per sq. ft	=	$_____

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Escalators	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Vents	50 items	X	$_____ per item	=	$_____
Wash and Rinse Lights/Fixtures	100 items	X	$_____ per item	=	$_____
Thorough Clean Elevators	1 elevator cab	X	$_____ per item	=	$_____
			Total Estimated Annual Price		$_____

A. Estimated Annual Contract Price Second Year $_____
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

THIRD YEAR

1. Routine and Periodic Cleaning **Annual Lump Sum Price**

$_____

Snow Removal	**Estimated Annual No. of Hours**	**X**	**Price Per Hour**	**=**	**Estimated Annual Price**
Snow Removal/ Flood Response	600	x	$_____	=	$_____
Training	120	x	$_____	=	$_____

Extraordinary Cleaning Services	**Estimated Annual No. of Hours/Sq.Ft./Item**	**X**	**Price Per Hours/Sq. Ft/ Item**	**=**	**Estimated Annual Price**
Policing/Cleaner Services	500 hrs.	X	$_____ Per hr.	=	$_____
Spray Buff Vinyl/ Resilient Tile	16,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Strip and Refinish/ Seal Vinyl/Resilient Tile/Terrazzo/ Concrete	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Machine Scrub Terrazzo/Concrete	30,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Windows, Glass Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Mop Various Floor Surfaces	15,000 sq.ft.	X	$_____ per sq. ft	=	$_____

Extraordinary Cleaning Services	Estimated Annual No. of Hours/Sq.Ft./Item	X	Price Per Hours/Sq. Ft/ Item	=	Estimated Annual Price
Shampoo Carpeted Floor Surfaces	12,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Vacuum Carpeted Floor Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Offices, Lunch Rooms	5,000 sq.ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Lavatories, Lounges, Locker Rooms	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Thorough Clean Escalators	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Ceiling Surfaces	5,000 sq. ft.	X	$_____ per sq. ft	=	$_____
Dust Acoustical Tile Ceiling	500 sq. ft.	X	$_____ per sq. ft	=	$_____
Wash and Rinse Vents	50 items	X	$_____ per item	=	$_____
Wash and Rinse Lights/Fixtures	100 items	X	$_____ per item	=	$_____
Thorough Clean Elevators	1 elevator cab	X	$_____ per item	=	$_____
			Total Estimated Annual Price		$_____

A. Estimated Annual Contract Price Third Year $_____
(Sum of Routine and Periodic Cleaning, Snow Removal/Flood Response, Training and Extraordinary Cleaning Services)

ATTACHMENT B – PART III

COST PROPOSAL FORM

A. Estimated Annual Contract Price First Year	**$_____**
B. Estimated Annual Contract Price Second Year	**$_____**
C. Estimated Annual Contract Price Third Year	**$_____**
Total Estimated Contract Price Three (3) Years	**$_____**

EXHIBIT A

SCOPE OF WORK

Routine Cleaning

Station Cleaning

This numbered clause of these Specifications enumerates those stations at the Site of Work which are to be cleaned hereunder on a regular basis and sets forth for each station, the days and times at which it is to be cleaned, the functions to be performed therein and the number of employees to be assigned thereto. Station cleaning shall be performed in full compliance with such requirements and in accordance with the provisions of these Specifications.

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

The Contractor's employee will be entitled to a one-half hour meal break and the Port Authority will not reimburse the Contractor for such one-half hour meal break. Additionally, coverage during the one-half hour meal break will not be required.

STATIONS

Station #A1 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Police Emergency Garage PEG) including Offices, Lavatories, Locker Rooms, Corridors, Stairways, Vestibules, Kitchen Areas, Front and Rear Sidewalks, Police Emergency Bays

Duties: Thoroughly clean and policing all of the above areas, as necessary, snow removal as directed by the Manager.

PROCEDURES:

Policing

Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of al trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

Policing of the corridors, stairways, lobbies, vestibules, office areas, kitchen areas, general areas and storage areas shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, etc., from floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls, and columns, as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the area from curb line to three feet of roadway.

Thorough Cleaning

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

Thorough cleaning of offices, general areas, storage areas, kitchen areas and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, tabletops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, thorough cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

Thorough cleaning of vestibules, corridors, lobbies and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass, removal of graffiti from all surfaces.

Station #A2 11:00 p.m. to 7:30 a.m. - One (1) Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Marine Air Terminal (MAT), First and Second floors, including Offices, lavatories, Lobbies, Waiting Areas, Central Areas, Storage Areas, Sidewalk

Duties: Thoroughly clean and policing all of the above areas. Machine scrub/hand scrub all lavatory floors and the floors of the Rotunda, Lobby and Foyer of the MAT once per week or as directed by the Manager, snow removal as directed by the Manager.

PROCEDURES:

Policing

Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

Policing of the corridors, stairways, lobbies, vestibules, office areas, kitchen areas, general areas and storage areas shall consist of the following as a minimum: removal of gum and picking up of all trash, litter and cigarette butts, etc., from floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls, and columns, as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary, bit at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the area from curb line to three feet of roadway.

Thorough Cleaning

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

Thorough cleaning of offices, waiting areas, general areas and storage areas shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, thorough cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

Thorough cleaning of vestibules, corridors, lobbies and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass, removal of graffiti from all surfaces.

STATIONS

Station #B1 7:00 a.m. to 3:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Marine Air Terminal (MAT) Ladies Lavatory, Foyer, Lobby and Rotunda

Duties: Lavatory Attendant/Policing of Foyer, Lobby and Rotunda

Station #B2 7:00 a.m. to 3:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Marine Air Terminal (MAT) Men's Lavatory, Second Floor Corridor, all Stairs, Landings and Corridors, Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

Duties: Lavatory Attendant Men's Lavatory First Floor/Policing of Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

Station #B3 7:00 a.m. to 3:30 p.m. - One Worker (Male) - (7 days, including Saturday, Sunday and holidays)

Areas: Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Duties: Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Station # B4 7:00am – 3:30pm – One Worker (Female) - (7 days, including Saturday, Sunday and holidays)

Areas: Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Duties: Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, office areas, taxi dispatch and police booth, storage areas, concourses, gates, baggage areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of al trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the are from curb line to three (3) feet of roadway.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

STATIONS

Station #C1 3:00 p.m. to 11:30 p.m. - Female Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Marine Air Terminal (MAT) Ladies Lavatory, Foyer, Lobby and Rotunda

Duties: Lavatory Attendant/Policing of Foyer, Lobby and Rotunda

Station #C2 3:00 p.m. to 11:30 p.m. - Male Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Marine Air Terminal (MAT) Men's Lavatory, Second Floor Corridor, all Stairs, Landings and Corridors, Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

Duties: Lavatory Attendant Men's Lavatory First Floor/Policing of Second Floor Men's and Ladies Lavatories, Third Floor Weather Bureau, and Sidewalk

Station #C3 3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Duties: Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Station # C 4 3:00 p.m. to 11:30 p.m. - One Worker - (7 days, including Saturday, Sunday and holidays)

Areas: Police Emergency Garage (PEG) - All Areas including but not limited to Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

Duties: Policing of Offices, Holding Rooms, Locker Rooms, Kitchens, Corridors, Garage and all Stairs and Landings

PROCEDURES:

Policing of lavatories shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes, urinals, countertops, mirrors, doors, ledges, vents, dispensers and adjacent chrome fixtures, refilling al dispensers as necessary and the prompt removal of wet spills. All areas must be left clean, dry and streak free.

Policing of the corridors, stairways, ramps, lobbies, vestibules, office areas, taxi dispatch and police booth, storage areas, concourses, gates, baggage areas, escalators, and elevators shall consist of the following as a minimum: removal of gum and picking up of al trash, litter and cigarette butts, stickers, etc. from floors, and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, telephones, mirrors, cash machines, kiosks, walls and columns, as necessary; removal of graffiti and stickers as necessary. Complete moping and sanitizing shall be performed as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

Policing of the exterior sidewalks shall consist of the following as a minimum: removal of gum and picking up of all sidewalk trash, litter and cigarette butts, etc., including the are from curb line to three (3) feet of roadway.

Lavatory attendants shall provide continuous policing of lavatories assigned for their stations.

MARINE AIR TERMINAL - (MAT)

PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas and at the frequencies set forth below; however, such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glass cleaning, which shall be performed between the hours of 7:00 A.M. and 7:00 P.M., all periodic cleaning shall be performed between the hours of 11:00 P.M. and 5:30 A.M., unless otherwise determined by the Manager and shall include the following:

1. FLOOR SURFACE CLEANING

Prior to beginning any of the following non-carpeted cleaning procedures, the floors shall be swept, using treated mop or cloth, then damp mopped.

a. STRIPPING AND REFINISHING RESILIENT TILEFLOOR SURFACES

Stripping and refinishing resilient tile surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor and all Stair Landings (2,500), Rear Corridor Stairway (450).

Approximate Total: 2,950 Square Feet
Frequency of Cleaning: 2 x yr.

b. STRIPPING AND REFINISHING OF MARBLE FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

First floor Rotunda (8,542), Second Floor Rotunda Lobby (294)

Approximate Total: 8,836 Square Feet
Frequency of Cleaning: 2 x yr.

c. MACHINE SCRUBBING OF CERAMIC TILE / TERRAZZO FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (560), Women's Lavatory First Floor (518), Men's Lavatory Second Floor (529)Women's Lavatory Second Floor (742),

Approximate Total: 2,349Square Feet
Frequency of Cleaning: 4x yr.

d. SHAMPOOING CARPETED FLOOR SURFACES.

Areas and Approximate Size (Sq. Ft.):

Weather Bureau General Area (504), Weather Bureau Third Floor Office (80).

Approximate Total: 584 Square Feet
Frequency of Cleaning: 2 x yr.

WALL SURFACE CLEANING

a. WASHING AND RINSING OF CERAMIC AND PAINTED WALL SURFACES.

Areas and Approximate Size (Sq. Ft.):

First Floor Rotunda (328), Men's Lavatory First Floor (560), Women's Lavatory First Floor (518), Rotunda Corridor Second Floor (3,952), Second Floor Lobby to Rotunda (430), Men's Lavatory Second Floor (529), Women's Lavatory Second Floor (742), Open Stairway to Second Floor (834), Weather Bureau Office Area (250), Rear Corridor (1,020), Rear Stairway First Floor (920).

Approximate Total: 10,083 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

Enclosed Stairway to Weather Bureau- Three Floors (2,101).

Approximate Total: 2,101 Square Feet.
Frequency of Cleaning: 1 x yr.

DUSTING AND POLISHING OF PANELED WALL SURFACES.

Areas and Approximate Size (Sq. Ft.):

First Floor Entrance Foyer (500), Weather Bureau Storage Area (260), Weather Bureau General Area (220).

Approximate Total: 980 Square Feet
Frequency of Cleaning: 2 x yr.

3. **GLASS CLEANING**

a. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Second Floor Stairway to Weather Bureau Office (167), First Floor Interior and Exterior Men's Lavatory (10), First Floor Interior and Exterior Women's Lavatory (10), Third Floor Interior and Exterior Weather Bureau Office (40), Second Floor Exterior Glass above Canopy (167).

Approximate Total: 394 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

First Floor Rotunda Wall Exterior Side (192), First floor entrance doors & transoms Interior & exterior sides (192).

Approximate Total: 384 Square Feet
Frequency of Cleaning: 12 x yr.

4. **LIGHT FIXTURE CLEANING**

a. **WASHING, RINSING OF FLUORESCENT/INCANDESCENT/SPOTLIGHTS LIGHTING FIXTURES**

Note: Items listed below are fluorescent lighting fixtures unless otherwise indicated.

Entrance Foyer and Lobby First Floor (20 Spot Lights), First Floor Rotunda (8), Open Stair to Second Floor (3), First Floor Rotunda (1) Incandescent), Men's Lavatory First Floor (4 ar Incandescent). Women's Lavatory First Floor (16 Incandescent), Corridor Second Floor (6), Rear Stairway (5), Enclosed Stairway to Weather Bureau (20), Weather Bureau All Areas (3 Incandescent), Boiler Room (8 Incandescent), Catwalk (2 Incandescent).

Estimated Total Number of Items:

56 Fluorescent
20 Spotlights
31 Incandescent

Frequency of Cleaning: 2 x yr.

CEILING CLEANING

a. **DUSTING AND VACUUMING OF ACOUSTIC TILE CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (140), Women's Lavatory First Floor (140), Men's Lavatory Second Floor (120), Women's Lavatory Second Floor (120), Third Floor Weather Bureau General Office Area (504).

Approximate Total: 1,024 Square Feet
Frequency of Cleaning: 2 x yr.

WASHING AND RINSING OF PAINTED CEILING SURFACES

Areas and Approximate Size (Sq. Ft.):

Entrance Foyer (150), Open Stairway to Second Floor (210, Second Floor Rotunda Lobby (294), Second Floor Corridor (1,400), Rear Corridor First Floor (270), Rear Stairway (270), Enclosed Third Floor Stairway to Weather Bureau (498).

Approximate Total: 3,092 Square Feet
Frequency of Cleaning: 2 x yr.

HANGER 7 CENTER AND SOUTH

A. ROUTINE CLEANING

1. **POLICING**: Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., seven (7) days per week, including holidays, of the areas listed below ensuring a continually clean condition.

Areas and Approximate Size (Sq. Ft.):

First Floor Corridor and Lobby (1,400), First Floor Entrance and Vestibule (155), Elevator(15), Stairway off Lobby (120), Stairway in Rear(192), Second Floor Corridor and Elevator Lobby (1,500), Men's Lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Women's Lavatory Lounge Third Floor (88), Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1116), Corridor Between Vestibule and Conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Third Floor Fax/Mail Room (218) Kitchen and Lounge (340), Assistant Manager's Office (240), Manager's Office Third Floor (545), Manager's Private Lavatory Third Floor (49), A.F.D. (Airport Facilities Division) Entire Office Area Third Floor (2,976), Men's Lavatory First Floor (160), Environmental Office (756), Chief Engineer's Office First Floor (352) Area West Of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196, Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office # 1 First Floor (270), Resident Engineer's Lunch Room First Floor (384), Resident Engineer's Lavatory First Floor (186), Assistant Resident Engineer's Office #2 First Floor (140), Hall North and Reception Area First Floor(40), Stockroom Office(200), Men's Locker Room (1,630), Men's Supervisor's Locker Room (171), Men's Supervisor's Locker Room (240), Women's Locker Room(172), Women's Supervisor's Locker Room (82), Women's Supervisor's Locker Room (139), Lunch Room (1,065), Snow Desk (319), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (1,020), Men's Locker Room and Lavatory (1,042), Women's Lavatory (250), Men's Second Floor Lavatory (203), Women's Second Floor Lavatory (150), . PA Stockroom (192), PA Snow Desk (374), PA Snow Desk Reserve Room (261), Small Confrence Room Third Floor(354)

Approximate Total: 28, 27,336 Square Feet

PROCEDURES:

a. Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of all trash, Emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome Fixtures, refilling all dispensers as necessary and the prompt Removal of wet spills.

b. Policing of the corridors, stairways, lobbies, vestibules, office Areas, storage areas, kitchen rooms shall consist of the Following: removal of gum and picking up of all trash, litter and Cigarette butts, stickers, etc., from the floors and stairs in all assigned areas, damp wiping of fingerprints, smears and soil spots From all ledges, handrails, countertops, doors frames, glass Mirrors, walls, and columns as necessary. Complete mopping and Sanitizing shall be performed and as soon as made necessary by Sickness, spillage, leaks, etc. Trash Receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains, Sinks, kitchen appliances be cleaned and sanitized as necessary, but at least once per day.

c. Policing of the exterior sidewalks shall consist of the following: Removal of gum and picking up all sidewalk trash, litter and Cigarette butts, etc including the area from curb line to three feet of roadway.

2. THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, CORRIDORS, STAIRWAYS, VESTIBULES, LOBBIES, RECEPTION AREAS, MISCELLANEOUS ROOMS, LUNCH ROOMS

Thorough Cleaning of Offices, Conference Rooms, Storage Rooms, Lavatories, Lockers Rooms, Corridors, Stairways, Vestibules, Lobbies, Miscellaneous Rooms, Reception Area, and Lunch Rooms on a daily basis, seven (7) days per week, including holidays, between the hours of 1:00 P.M. and 7:30 A.M., ensuring a clean condition.

Areas and Approximate Size (Sq. Ft.):
First Floor Corridor and Lobby (1,400), First Floor Entrance and Vestibule (155), Elevator (15), Stairway off Lobby (120), Stairway in Rear (192), Second Floor Corridor and Elevator Lobby (1,500), Men's Lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Women's Lavatory Lounge Third Floor (88), Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1116), Corridor between Vestibule and Conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Third Floor Fax/Mail Room (218), Kitchen and Lounge (340), Assistant Manager's Office (240), Manager's Office Third Floor (545), Manager's Private Lavatory Third Floor (49), Computer Room (200),, AFD (Airport Facilities Division) Entire Office Area Third Floor (2,976), Men's Lavatory First Floor (160), Environmental Office (756), Chief Engineer's Office First Floor (352), Area West of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196), Hall South of Reception Area First Floor (112), Inspectors Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office #1 First Floor (270), Resident Engineer's Lunch Room First Floor (384), Resident Engineer's Lavatory First Floor (186), Assistant Resident Engineer's Office #2 First Floor (140), Hall North and Reception Area First Floor (40), Stockroom Office (200), Supervisor's Locker Room (171), Men's Supervisor's Locker Room (240), Women's Locker Room (172), Women's Supervisor's Locker Room (82), Women's Supervisor's Locker Room (139), Lunch Room (1,065), Snow Desk (319), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief

Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (1,020), Men's Locker Room and Lavatory (1,042), Women's Lavatory (250), Men's Second Floor Lavatory (203), Women's Second Floor Lavatory (150). Small Conference Room Third Floor (354).

Approximate Total: 26,000 Square Feet

PROCEDURES

a. OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS

Thorough cleaning of offices, reception areas, lunch rooms and Miscellaneous rooms shall consist of the following as a minimum: Vacuuming office and office areas, emptying all wastebaskets and Dispose of trash in appropriate area, empty and damp wipe all Ashtrays, dusting all file cabinets, partitions, office equipment, Miscellaneous and office furniture, ledges, sills, picture frames, Tables, wash all desk tops, spot wash all furniture and fixtures, Glass partitions, empty, damp wiping and relining trash baskets, Wash down and defrost refrigerator, cleaning all refrigerator Trays, washing all kitchen appliances, and vacuum clean all sofas And chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as Necessary, spot mop liquid spillage on floors, spray buffing Resilient tile floor surfaces as necessary, thorough cleaning and Sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

b. LAVATORIES, LOUNGES AND LOCKER ROOMS

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

c. VESTIBULES, LOBBIES, RECEPTION AREAS, CORRIDORS AND STAIRWAYS

Thorough cleaning of vestibules, corridors, lobbies, reception Areas, corridors and stairways consist of the following as a Minimum: sweeping with a treated mop or cloth and damp mopping all Floor and stairway surfaces, spray buffing all vinyl tile floor Surfaces as necessary. Dust and damp-wipe handrails, damp wipe And sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean All smears and fingerprints from entrance and lobby glass, removal of graffiti from all surfaces.

d. **ELEVATORS**

Thorough cleaning of elevators shall include but not be limited to cleaning of all interior and exterior surfaces (i.e., metal, glass, Formica), washing and sealing all floor surfaces, wire brushing all elevator saddles.

PERIODIC CLEANING

Periodic cleaning shall be performed by the contractor in the areas and at the frequencies set forth below, however such frequencies shall not include prior work performed by the Contractor and determined by the manager to be unsatisfactory and Requested to be repeated. With the exception of glass cleaning which shall be performed between the hours of 7:00 A.M. and 7:00 P.M., all periodic cleaning shall be performed between the hours 5:00p.m. and 7:00 a.m., unless otherwise determined by the Manager and shall include the following:

1. **FLOOR SURFACE CLEANING**

a. **STRIPPING AND REFINISHING OF RESILIENT TILE FLOOR SURFACES**

Stripping and Refinishing resilient tile surfaces should be performed using and Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealer from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

First Floor Corridor and Lobby (1400), First Floor Entrance and Vestibule (155), Stock room Office (200) Men's Locker Room (1630) Men's Supervisor's Locker Room (171), Women's Locker Room (172), Women Supervisor's Locker Room (82), Lunch Room (1065), Snow Desk (319), Lunch Room (1020), Men's Locker Room and Lavatory (1042), Women's Lavatory (250), Resident Engineer's Reception Area First Floor (144)

Approximate Total: 7,650.00 Square Feet
Frequency of Cleaning 4 x Yr.

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor and Elevator Lobby (1500) Women's Lavatory Lounge Third Floor (88), West Of Chief's Engineer's First Floor Office (512). Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Lunch Room First Floor (384)

Approximate Total: 3220 Square Feet
Frequency of Cleaning: 2x Yr.

b. SHAMPOOING OF CARPETED FLOOR SURFACES

Third Floor Lobby (564), Third Floor Vestibule and Coat Room (180), Reception Area Third Floor (304), General Manager's Conference Room (1,116), Corridor between Vestibule and conference Room (24), Corridor Area Lounge and Reception (198), Administration General Office Area (2,492), Assistant manager's Office (240), Manager's Office Third floor (545),), , A.F.D. (Airport Facilities Division) Entire Office Area Third Floor (2,976), AFD Kitchen and Lounge (150), Chief Engineer's office First Floor (352), Engineer' Office First Floor (196),Third Floor Fax/Mail Room (218), , Assistant Resident Engineer's Office # 2 First Floor (140), Hall North of Reception Area First Area (40), Elevator (15), Environmental office (756), General Office (2,400), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Third Floor Conference Room Off Elevator Lobby (354)

Approximate Total: 13,694 Square Feet
Frequency of Cleaning: 2 x Yr.

c. SCRUBBING AND RINSING CONCRETE STAIRWAYS

Areas and Approximate Size (Sq. Ft.):

Stairway off Lobby (120), Stairway in Rear (192).

Approximate Total: 312 Square Feet
Frequency of Cleaning 2 x Yr.

d. MACHINE SCRUBBING OF CERAMIC TILE/QUARRY TILE FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

Men's lavatory (510), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Kitchen and Lounge (340), Manager's Private Lavatory Third Floor (49), Men's Supervisor's Locker Room (240), Women's Supervisor's Locker Room (139), Men's Lavatory Second Floor (203), Women's Lavatory Second Floor (150), Foyer (36), Men's Lavatory First Floor (160), Resident Engineer's Lavatory First Floor (186), Maintenance Conference Room (180)

Approximate Total: 2,413 Square Feet
Frequency of Cleaning: 4 x Yr.

2. WALL SURFACE CLEANING

a. WASHING AND RINSING OF PAINTED/CERAMIC TILE/PANEL WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

Women's Lavatory (360), Men's Locker Room and Lavatory (1,080), Men's Locker Room and Lavatory (552), Lunch Room (225), Airport Facilities General Office (1,500), Manager's Office airport Facilities Division (400),, First Floor Secretary's Office (175), Men's Lavatory Third Floor (951), Women's Lavatory Lounge Third Floor (320), Second Floor Corridor (1,400), Second Floor Corridor (1,925), Men's Lavatory Second Floor (493), Men's Lavatory Second Floor (560), First Floor Vestibule and Lobby (368), Corridor First Floor (340), Corridor and Elevator First Floor (1,328), Stairs off Lobby (1,300), Stairs in Rear of Building (1,728), Supervisors Office (808), Men's Locker Room (1,690), foyer (96), Manager's Private Lavatory (225), Kitchen and Lounge (225), Third Floor Lobby (712), Vestibule and Coat Room (2,041), Lounge and Reception Corridor Third Floor (176), General Manager's Conference Room (912), Corridor Between Conference Room and Vestibule (160), Corridor between Lounge and Reception (336), General Office Area Third Floor (2,296), Assistant Manager's Office (496), Manager's Office (600), Airport Facilities Conference Room (300), Supervisor Airport Maintenance Service Third Floor (400), North Lavatory First Floor (520), Chief Engineer's Office First Floor (442), Area West of Chief Engineer's Office First Floor (768), Engineer's Office First Floor (338), Hall South of Reception Area First Floor(205), Inspector's Area First Floor (688), Resident Engineer's Reception Area First Floor (376), Assistant Resident Engineer's Office #2 First Floor (314), Hall North of Reception Area First Floor (192), Assistant Resident Engineer's Office #1 First Floor (432), Resident Engineer's Lunch Room First Floor (304), Resident Engineer's Lavatory First Floor (452), Women's Locker Room (384), Lunch Room (1,066), Supervisor's Offices (1,359), General Office (1,900), General Maintenance Supervisor's Office (423), Chief Maintenance Supervisor's Office (432), Women's Lavatory (240), Stockroom (143) Third Floor Small Conference Off Elevator Lobby (354).

Approximate Total: 38,017 Square Feet
Frequency of Cleaning: 2 x yr.

DUSTING AND POLISHING OF WOOD PANEL WALL SURFACES

Areas and Approximate Size (Sq. Ft..):

Lunch Room (938) General Managers Conference Room (Wood Cabinetry)(252), General Managers Conference Room (Wooden Wall Panels) (432).

Approximate Total: 1,622 Square Feet.
Frequency of Cleaning: 2 x yr.

3. GLASS CLEANING

a. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES

Areas and Approximate Size (Sq. Ft.):

General Office Area and Conference Room (630), General Maintenance Supervisor's Office (36), Chief Maintenance Supervisor's Office (54), Lunch Room (63), First Floor Exterior (842), Third Floor Business Administration All Doors, etc., Interior (426), Third Floor Interior (1,124), Third Floor Lobby Doors, Glass Walls (360), Second Floor Lavatory and Hall (103), First Floor Interior (842).

Approximate Total: 4,480 Square Feet
Frequency of Cleaning: 3x yr.

b. WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT COMPLIANCE WITH FEDERAL OSHA REGULATIONS.

Areas and Approximate Size (Sq. Ft.):

Second Floor Exterior (1,124), Third Floor Exterior (1,124).

Approximate Total: 2,248 Square Feet
Frequency of Cleaning: 3 x yr.

4. WASHING, RINSING OF FLOURSECENT / FLOOD LIGHTS / KRYPTON LIGHT FIXTURES

NOTE: Items listed below are fluorescent lighting fixtures unless otherwise indicated.

Areas and Estimated Number of Items:

Manager's Private Lavatory (4), Kitchen and Lounge (9), Third Floor Lobby (6), First Floor Environmental Office (2), First Floor Environmental Locker Room(3), Vestibule and Coat Room (4), Lounge and Reception Corridor Third Floor (16), General Manager's Conference Room ((8) and (33) Recessed Lights), General Manager's Conference Room (6 Krypton), Third Floor Corridor and Reception Area (9), Administration General Office Area (4), Assistant Manager's Office (9), Administration General Office Area (4), Assistant Manager's Office (9), Manager's Office Third Floor (1), Third Floor Lobby (5), Men's Lavatory Third Floor (9), First Floor Conference Room (6), Women's Lavatory and Lounge Third Floor (17), Second Floor Corridor (5), Men's Lavatory Second Floor (17), First Floor Corridor and Lobby (5), Stairways (33), Project Manager's Office Third Floor (52), Airport Facilities D/C Complex (2), Airport Facilities D/C Complex (2 Flood Lights), Corridor Between Conference Room and Vestibule (5), Small Conference Rm.(6), North Lavatory First Floor (6), Chief Engineer's Office First Floor (9), Area West of Chief Engineer's Office First Floor (2), Engineer's Office First Floor (1), Hall South of Reception Area First Floor (8), Inspector's Area First Floor (2), Resident Engineer's Reception Area First Floor (2), Assistant Resident Engineer's Office #1 First Floor (1), Hall North of Reception Area First Floor (4), Assistant Resident Engineer's Office First Floor (6), Resident Engineer's Lunch Room First Floor (2), Resident Engineer's Lavatory First Floor (64), Stockroom Office (43), Supervisor's Office (32),

Men's Locker Room (5), Women's Locker Room (8), Lunch Room (18), Carpenter's Shop (10), (Storage Area 7S Old Tire Shop (4)), Paving Shop (3), Structural Shop (12), Snow Desk (25), Storage Areas (6), Front Entrance and Stairs (58), General Office (12), Conference Room (12), General Management Supervisor's Office (12), Chief Maintenance Supervisor's Office (2), Foyer (32), Lunch Room (56), Men's Locker and Lavatory (32), Elevator (2).

Estimated Total Number of Items:
6 Krypton, 35 Flood Lights, 729 Fluorescent

Frequency of Cleaning: 2 x yr.

5. CEILING CLEANING

a. WASHING AND RINSING OF PAINTED CLEANING SURFACES.

Areas and Approximate Size (Sq. Ft.)

Manager's Private Lavatory (79), Women's Lavatory Lounge Third Floor (88), Second Floor Corridor (1,500), Men's Lavatory Second Floor (510), First Floor Corridor and Lobby (1,000), Stairway off Lobby (120), Stairway in Rear of Building (192), Men's Lavatory First Floor (150), Resident Engineer's Lunch Room First Floor (186), Resident Engineer's Lavatory First Floor (186), Men's Lavatory Second Floor (214), Women's Lavatory Second Floor (160) General Managers Conference Room (616)

Approximate Total: 5001 Square Feet
Frequency of Cleaning: 2 x yr.

b. DUSTING AND VACUMING OF ACOUSTIC TILE / MINERAL BOARD CLEANING SURFACES

Manager's Office Third Floor (545), Meeting Area Third Floor (391), Kitchen and Lounge (340), Third Floor Lobby (564), Vestibule and Coat Room (180), General Manager's Conference Room (500), Lounge and Reception Corridor Third Floor (198), Business Administration General Office (2,492), Assistant Manager's Office (240), Men's Lavatory Third Floor (132), Women's Lavatory Third Floor (88), Airport Facilities General Office (2,976), First Floor Environmental Office (756), Chief Engineer's Office First Floor (352), Area West of Chief Engineer's Office First Floor (512), Engineer's Office First Floor (196), Hall South of Reception Area First Floor (112), Inspector's Area First Floor (624), Resident Engineer's Reception Area First Floor (144), Assistant Resident Engineer's Office #2 First Floor (140), Hall North of Reception Area First Floor (40), Assistant Resident Engineer's Office #1 First Floor (270), Stockroom Office (200), Men's Locker Room (1,491), Women's Locker Room (172), Lunch Room (1,065), General Office (2,400), Conference Room (180), General Maintenance Supervisor's Office (210), Chief Maintenance Supervisor's Office (224), Foyer (36), Lunch Room (810), Men's Locker Room and Lavatory (1,541), Women's Lavatory (180) Small Conference Room Third Floor(354)

Approximate Total: 20,655 Square Feet
Frequency of Cleaning 2x yr.

6. MISCELLANEOUS CLEANING

a. WASHING AND RINSING OF VENTS.

Areas and Approximate Size (Estimated Number of Items):

Kitchen in Lounge Area Third Floor (2), Third Floor Lobby (2), General Office Area Third Floor (24), Resident Engineer's Lavatory First Floor (3), North Lavatory First Floor (3), Third Floor Reception Area (2), General Manager's Conference Room Third Floor (6), Administration General Office Area Third Floor (17), Assistant Manager's Office Third Floor (2), Manager's Office Third Floor (4), Chief Engineer's Office First Floor (1), Area West of Chief Engineer's Office First Floor (1), Engineer's Office First Floor (1), Resident Engineer's Inspection Area First Floor (1), Lunch Room First Floor (1), Small Conference Room (4), Lunch Room Third Floor (2) AFD General Office Area (15)

Total Estimated Number of Items: 98
Frequency of Cleaning: 2 x yr.

b. WASHING AND RINSING OF FORMICA PARTITION

Area and Approximate Size (Sq. Ft):

General Manager's Conference Room (240)

Approximate Total: 240 Square Feet
Frequency of Cleaning: 2 x yr.

c. WASHING AND RINSING OF RADIATORS

Area and Approximate Size (Linear Feet):

Chief Engineer's Office (22), Engineering Office First Floor (14), Resident Engineer's Reception area First Floor (8), Assistant Resident Engineer's Office #2 First Floor (8), Assistant Resident Engineer's Office #1 First Floor (15)

Approximate Total: 67 Linear Feet
Frequency of Cleaning: 2 x yr.

Area and Approximate Size (Sq. Ft.

Administration General Manager's Office Third Floor (56)
Approximate Total: 56 Square Feet
Frequency of Cleaning: 2 x yr.

d. WASHING AND RINSING OF BLINDS

Area and Approximate Size (Sq. Ft.)

A.F.D. (Airport Facilities Division) General Office Third Floor (91), Administration General Office Third Floor (56), Assistant Manager's Office Third Floor (10), A.F.D. Manager's Office Third Floor (52), Manager's Office Third Floor (28), Airport Maintenance Office Supervisor's Office Third Floor (78)

Approximate Total: 315 Square Feet
Frequency of Cleaning: 2 x yr.

HANGER 11 ROUTINE CLEANING

1. **POLICING:** Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., five (5) days per week, including holidays, of the areas listed below ensuring a continually clean condition.

   Area and Approximate Size (Sq. Ft.):

   Locker Room First Floor (256), Lunch Room First Floor (256), Corridor First Floor (984), General Maintenance Supervisor's Office (288), Foreman's Kitchen First Floor (76), Men's Lavatory First Floor (210), Women's Lavatory First Floor (115), Second Floor Corridor (1,470), L Shaped Men's Locker Room 216-224 (1,841), Room 214 (100), Room 205 (396), First Floor Office (272), Conference Room Second Floor (599), Storage Room Second Floor (24), Unit-Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Room 228 (112),
   Approximate Total: 7,383 Square Feet

PROCEDURES:

a. Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills

b. Policing of the corridors, stairways, lobbies, vestibules, office area, storage areas, shall consist of the following, removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors and stairs in assigned areas. Damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames glass, mirrors, walls and columns as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day

2. **THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, CORRIDORS, MISCELLANEOUS ROOMS, LUNCH ROOMS.**

   Through cleaning of offices, lavatories, locker rooms, corridors, miscellaneous rooms, lunch rooms on a daily basis, seven (7) days per week, including holidays between the hours of 5:00 P.M. and 7:30 A.M., ensuring a clean condition

   Area and Approximate Size (Sq. Ft.):

   Locker Room First Floor (256), Lunch Room First Floor (256), Corridor First Floor (984), General Maintenance Supervisor's Office (288), Foreman's Kitchen First Floor (76), Men's Lavatory First Floor (210), Women's Lavatory First Floor (115), Second Floor Corridor (1,470), L Shaped Men's Locker Room 216-224 (1,841), Room 214 (100), Room 205 (396), Fist Floor Office (272), Conference Room Second Floor (599),

Storage Room Second Floor (24), Unit-Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Room 228 (112),
Approximate Total: 7,383 Square Feet

PROCEDURES:

a. OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS

Through cleaning of offices, reception areas, lunch rooms and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, through cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary

b. LAVATORIES, LOUNGES AND LOCKER ROOMS

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

c. VESTIBULES, LOBBIES, RECEPTION AREAS, COORIDORS AND STAIRWAYS

Through cleaning of vestibules, corridors, lobbies, reception areas, corridors and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass, removal of graffiti from all surfaces

B. PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas and at the frequencies set forth below; however such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glass cleaning which shall be performed between the hours of 7:00 A.M. and 7:00 P.M., all periodic cleaning shall be performed between the hours of 3:00 P.M. and 7:00 A.M., unless determined by the Manager and shall include the following:

1. FLOOR SURFACE CLEANING

a. STRIPPING AND REFINISHING OF RESILIENT TILE FLOOR SURFACES.

Stripping and refinishing resilient tile surfaces shall be performed using an Authority approved stripping solution and approximate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floors shall be completely free of any stripper solution or dirt before reapplying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor

Areas and Approximate Size (Sq. Ft.):

Locker Room First Floor (256), Lunchroom First Floor (256), Room 205 (396), Corridor First Floor (984), Foreman's Kitchen First Floor (76), Second Floor Corridor (1,470), Room 228 (112).

Approximate Total: 3,550Square Feet
Frequency of Cleaning: 4 x yr.

b. SHAMPOOING OF CARPETED FLOOR SURFACES.

Areas and Approximate Size (Sq. Ft.):

General Maintenance Supervisors Office (288), Room 214 (100), First Floor Office (272), Conference Room Second Floor (599), Storage Room Second Floor (24), Unit Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Supervisor's Area Stairway and Landing (110) L Shaped Men's Locker Room 216-224 (1,841).

Approximate Total: 3,618 Square Feet
Frequency of Cleaning: 2 x yr.

c. MACHINE SCRUBBING OF CERAMIC TILE FLOOR

Areas and Approximate Size (Sq. Ft.):

Men's Lavatory First Floor (210), Women's Lavatory First Floor (115) Lunchroom First floor (256), Men's Lavatory Second Floor (160), Women's Lavatory Second Floor (110).

Approximate Total: 851 Square Feet
Frequency of Cleaning: 4 x yr.

2. WALL SURFACE CLEANING

a. WASHING AND RINSING OF PAINTED/CERAMIC PANELED WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

Room 205 (1,120), Room 212 (460), Men's Lavatory Second Floor (630), First Floor Kitchen and Coffee Room (630), Corridor Second Floor Classroom Side (450), Supervisor's Office Second Floor (1,012) Locker Room Second Floor (477)

Approximate Total: 4,779 Square Feet
Frequency of Cleaning: 2 x yr.

Areas and Approximate Size (Sq. Ft.):

First Floor Office (4,692), Men's Lavatory Second Floor (520), Women's Lavatory Second Floor (600), First Floor General Maintenance Supervisor's Office (400), Supervisor's Kitchen Area (400), Electrician's Lunch Room (448), Corridor First Floor (1,806), First Floor Locker Room (2,650), Men's Lavatory First Floor (520), Women's Lavatory First Floor (490), Second Floor Corridor *8,605), First Floor Offices (5,046), Conference Room Second Floor (896), Storage Room Second Floor (240), Unit Supervisor's Office Second Floor (598), Group Supervisor's Office Second Floor (598), Stairway Walls Supervisors Area (396)

Approximate Total: 28,905 Square Feet
Frequency of Cleaning: 2 x yr.

b. DUSTING AND POLISHING OF WOOD PANEL WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

Room 214 (970), First Floor Shop Office (400)

Approximate Total: 1,370 Square Feet
Frequency of Cleaning: 2 x yr.

3. GLASS CLEANING

a. **WASHING SURFACES OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

First Floor Exterior (3,188), First Floor Interior (All) (3,188), Second Floor Interior (2,171), Unit Supervisor's Office (335), Group Supervisor's Office (335)

Approximate Total: 9,217 Square Feet
Frequency of Cleaning: 3 x yr.

b. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT IN COMPLIANCE WITH FEDERAL OSHA REGULATIONS.**

Areas and Approximate Size (Sq. Ft.):

Second Floor All Exterior (2,171)

Approximate Total: 2,171Square Feet
Frequency of Cleaning: 3 x yr.

4. **LIGHT FIXTURE CLEANING**

a. **WASHING, RINSING OF FLUORSCENT/INCANDESCENT/HIGH PRESSURE SODIUM/ RECESSED FLOOD LIGHTING FIXTURES**

Note: Items listed below are fluorescent lighting fixture unless otherwise indicated.

Women's Lavatory (4), Room 204 (4), Training Room Second Floor (4), Office Second Floor (5), Men's Lavatory Second Floor (3), Women's Lavatory Second Floor (3), Room 212 (3), General Maintenance Supervisor's Office First Floor (4), Foreman's Kitchen (4), Lunch Room Third Floor (6), Corridor First Floor (7), Locker Room First Floor (2), Men's Lavatory First Floor (3), Women's Lavatory First Floor (2), Second Floor Corridor (21), L Shaped Men's Locker Room (47), Classroom Second Floor (21), Room 205 (4), Room 228 (4), Electric Shop (8), Hanger Shop (9), Tolls Room (4), High Tension Room (3), Main Stairwell (2), Dorm 1 (2), Dorm 2 (4), Dorm 3 (4), Dorm 4 (4), Dorm 5 (12), Hanger Stairway A (5 High Pressure Sodium), Hanger Stairway B (5 High pressure Sodium), Room 208 (9), Room 206 (2), Second Floor Conference Room (10), Conference Room Second Floor (10), Storage Room Second Floor (2), Unit Supervisor's Office Second Floor (8 Incandescent), Group Supervisor's Office Second Floor (8 Incandescent).

Total Estimate Number of Items:
236 Fluorescent
10 High Pressure Sodium
16 Incandescent

Frequency of Cleaning: 2 x yr.

Areas and Estimated Number of Items:

Supervisors Area Stairway (4)

Total Estimated Number of Items: 4
Frequency of Cleaning: 2 x yr.

5. CEILING CLEANING

a. DUSTING AND VACUUMING OF ACOUSTIC TILE/MINERAL BOARD CEILING SURFACES

Areas and Approximate Size (Sq. Ft.):

First Floor Office (272), General Maintenance Supervisor's Office (288), Lunch Room First Floor (477), L-Shaped Men's Locker Room 216-224 (1,841), Room 214 (1,000), Conference Room Second Floor (599) Male Lavatory Second Floor (160), Female Lavatory Second Floor (110)

Approximate Total: 4,666 Square Feet
Frequency of Cleaning: 2 x yr.

b. WASHING AND RINSING OF PAINTED CEILING SURFACES

Areas and Approximate Size (Sq. Ft.):

Corridor First Floor (546), Foreman's Kitchen First Floor (288), Locker Room First Floor (304), Men's Lavatory First Floor (210), Women's Lavatory First Floor (110), Second Floor Corridor (1,470), Room 205 (386), Room 228 (272), Storage Room Second Floor (24), Unit Supervisor's Office Second Floor (192), Group Supervisor's Office Second Floor (192), Stairway Ceiling Supervisor's Area (72)

Approximate Total: 4,066 Square Feet
Frequency of Cleaning: 2 x yr.

6. MISCELLANEOUS CLEANING

a. WASHING AND RINSING OF VENTS

Areas and Estimated Number of Items:

Conference Room (18), Unit Supervisor's Office (9), Group Supervisor's Office (9)
Total Estimated Number of Items: 36
Frequency of Cleaning 2x yr.

BUILDING 84

A. ROUTINE CLEANING

POLICING: Continuous daily policing during the hours of 7:00 A.M. through 11:00 P.M., seven days per week, including holidays, of the areas listed below ensuring a continually clean condition.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (287), Second Floor Locker Room/Lavatory (208), First Floor Shop (130), First Floor Parts Area (100), First Floor Lavatory (48)

Approximate Total: 1,430 Square Feet

PROCEDURES:

a. Policing of lavatories and locker rooms shall consist of the following as a minimum: picking up and removal of all trash, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills.

b. Policing of the corridors, stairways, lobbies, vestibules, office area, storage areas, shall consist of the following, removal of gum and picking up of all trash, litter and cigarette butts, stickers, etc. from floors and stairs in assigned areas. Damp wiping of fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames glass, mirrors, walls and columns as necessary. Complete mopping and sanitizing shall be performed and as soon as made necessary by sickness, spillage, leaks, etc. Trash receptacles and ashtrays shall be emptied and cleaned as necessary. Drinking fountains shall be cleaned and sanitized as necessary, but at least once per day.

THROUGH CLEANING OF OFFICES, LAVATORIES, LOCKER ROOMS, COORIDORS, MISCELLANEOUS ROOMS, LUNCH ROOMS

Through Cleaning of Offices, Lavatories, Locker Rooms, Corridors, Miscellaneous Rooms, on a dai basis, seven (7) days per week, including holidays between the hours of 7 A.M. and 11:30 P.M., ensuring a clean condition.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (28 Second Floor Locker Room/Lavatory (208), First Floor Shop (130), First Floor Parts Area (100), Fi Floor Lavatory (48).

Approximate Total: 1,430 Square Feet.

a. **OFFICES, RECEPTION AREAS, LUNCH ROOMS AND MISCELLANEOUS ROOMS**

Through cleaning of offices, reception areas, lunch rooms and miscellaneous rooms shall consist of the following as a minimum: vacuuming office and office areas, emptying all wastebaskets and dispose of trash in appropriate area, empty and damp wipe all ashtrays, dusting all file cabinets, partitions, office equipment, miscellaneous and office furniture, ledges, sills, picture frames, tables, wash all desk tops, spot wash all furniture and fixtures, glass partitions, empty, damp wiping and relining trash baskets, wash down and defrost refrigerator, cleaning all refrigerator trays, washing all kitchen appliances, and vacuum clean all sofas and chairs, wash and sanitize chairs, table tops, sinks, counter tops and fountains, dust walls, ceilings and window sills as necessary, spot mop liquid spillage on floors, spray buffing resilient tile floor surfaces as necessary, through cleaning and sanitizing of all telephone units, vacuum fabric furniture, sweep floors with treated mop or cloth, spot cleaning and spot relamping as necessary.

b. **LAVATORIES, LOUNGES LOCKER ROOMS, KITCHEN AREAS**

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

c. **VESTIBULES, LOBBIES, RECEPTION AREAS, COORIDORS AND STAIRWAYS**

Through cleaning of vestibules, corridors, lobbies, reception areas, corridors and stairways consists of the following as a minimum: sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces, spray buffing all vinyl tile floor surfaces as necessary. Dust and damp wipe handrails, damp wipe and sanitize telephone units, drinking fountains, spot wash door and wall surfaces, dust wall ledges and radiators and spot clean all smears and fingerprints from entrance and lobby glass, removal of graffiti from all surfaces.

B. **PERIODIC CLEANING**

Periodic cleaning shall be performed by the Contractor in the areas and at the frequencies set forth below; however such frequencies shall not include prior Work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glass cleaning which shall be performed between the

hours of 7:00 A.M. and 7:00 P.M., all periodic cleaning shall be performed between the hours of 7:00 A.M. and 11:00 P.M., unless determined by the Manager and shall include the following:

1. **FLOOR SURFACE CLEANING**

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

a. **STRIPPING AND REFINISHING TERRAZZO, RESILIENT TILE, GRANITE FLOOR SURFACES**

Stripping and refinishing terrazzo, resilient tile, granite floor surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes, and sealers from the floor. Floor should be completely free of any stripper solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor.

Areas and Approximate Size (Sq. Ft.):

Kitchen and Coffee Area (513), Corridor Second Floor (144), Second Floor Supervisor's Office (287), Second Floor Locker Room (208), First Floor Shop (130), First Floor Parts Area (100) Men's Lavatory/Lounge (208)

Approximate Total: 1,382 Square Feet
Frequency of Cleaning: 4 x yr.

2. **GLASS CLEANING**

a. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES**

Areas and Approximate Size (Sq. Ft.):

Second Floor Corridor Interior (133), Second Floor Lavatory Interior (45)

Approximate Total: 178 Square Feet
Frequency of Cleaning: 3 x yr.

b. **WASHING AND RINSING OF GLASS, FRAMES AND ADJACENT METAL SURFACES AT A HEIGHT ABOVE TEN FEET UTILIZING SPECIAL EQUIPMENT IN COMPLIANCE WITH FEDERAL OSHA REGULATIONS**

Areas and Approximate Size (Sq. Ft.):

Stairway to Second Floor Interior and Exterior (120), Rear of Shop Interior and Exterior (1,540), Front of Shop Interior and Exterior (184), Second Floor Corridor Exterior (133), Second Floor Lavatory Exterior (45)

Approximate Total: 2,022 Square Feet
Frequency of Cleaning: 3 x yr.

3. LIGHT FIXTURE CLEANING

a. WASHING, RINSING AND RELAMPING OF FLUORESCENT FIXTURES

Areas and Estimated Number of Items:

First Floor Shop Office (4), Second Floor Men's Lavatory (4), Second Floor Kitchen and Conference Room (7), Supervisor's Office Second Floor (2), Locker Room Second Floor (5)

Estimated Total Number of Items: 22
Frequency of Cleaning: 2 x yr.

4. CEILING CLEANING

a. DUSTING AND VACUUMING OF MINERAL BOARD CEILING SURFACES

Areas and Approximate Size (Sq. Ft.):

First Floor Shop Office (238)

Approximate Total: 238 Square Feet
Frequency of Cleaning: 2 x yr.

5. WALL SURFACE CLEANING

a. WASHING AND RINSING OF PAINTED/CERAMIC PANELED WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

First Floor Shop Office (491), Second Floor Men's Lavatory (459), Second Floor Kitchen and Conference Room (731), Supervisor's Office Second Floor (523) , Locker Room Second Floor (331)

Approximate Total: 2,535
Frequency of Cleaning: 2x yr.

POLICE EMERGENCY GARAGE (PEG)

Periodic work at the PEG must be scheduled seven (7) working days in advance. Employees must w around change of tours, musters, tour changes and meal breaks, etc.

PERIODIC CLEANING

Periodic cleaning shall be performed by the Contractor in the areas and at the frequencies set forth below; however, such frequencies shall not include prior work performed by the Contractor and determined by the Manager to be unsatisfactory and requested to be repeated. With the exception of glass cleaning which shall be performed between the hours of 7:00 A.M. and 7:00 P.M., all periodic cleaning shall be performed between the hours of 11:00 P.M. and 7:00 A.M. unless otherwise determined by the Manager and shall include the following:

1. FLOOR SURFACE CLEANING

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

a. STRIPPING AND REFINISHING TERRAZZO, RESILIENT TILE, GRANITE FLOOR SURFACES

Stripping and refinishing terrazzo, resilient tile, granite floor surfaces shall be performed using an Authority approved stripping solution and appropriate floor stripping equipment, thoroughly remove all finishes, waxes and sealers from the floor. Floor should be completely free of any stripping solution or dirt before re-applying any sealer, finish or wax to the floor. When floor is completely clean, apply a minimum of two (2) coats of finish to the floor

Areas and Approximate Size (Sq. Ft.):

First Floor:

Reserve Room (342), Main Corridor (335), Lock Up Area #1 (66), Lock Up Area # 2 (66), (81), Detective Office (410), Detective Sgt. Office (81) Corridor Storage (72), Corridor to Stairway (200), Tour Commander's Office (156), Processing Room (119), Lost and Found Room (60), Kitchen (40),

Second Floor:

Men's Locker Room (2,200), Corridor (228), Women's Locker Room (120), Women's Supervisor's Locker Room and Vestibule (140), Women's Lavatory (50).

Crew Chief's Trailer:
Crew Chief's Office (81), Auto Crime Office (72), Patrol Sgt.'s Office (72), Squad Leader's Office (72) Captain's Clerk (72).

New Trailers:

Reserve Room (385), Female Locker Room (429), Male Locker Room (594),

Approximate Total: 4,796 Square Feet
Frequency of Cleaning: 4 x yr.

b. SHAMPOOING OF CARPETED FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Supervisor of Police Planning Office (161), Administration Kitchen (96), VIP Room Office (96), Conference Room (320), Inspector's Office (257), Administration Office (518). Adminstration Office Stock Room (60), Inspector's Office (220),

SECOND FLOOR:

Men's Supervisor's Locker Room (580)

Approximate Total: 580 Square Feet
Frequency of Cleaning: 4 x yr.

c. MACHINE SCRUBBING OF CERAMIC TILE / TERRAZZO FLOOR SURFACES

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Men's Lavatory Waiting Room (48), Women's Lavatory Waiting Room (48), VIP Room Lavatory (32), Women's Lavatory Administration Office (88), Men's Lavatory (88), Front and Rear Vestibule Waiting Room Lobby (475), Processing Room Lavatory (21)

SECOND FLOOR:

Men's Locker Room Lavatory (180), Women's Supervisor's Lavatory (80), Men's Supervisor's Lavatory (90)

Approximate Total: 1,242 Square Feet
Frequency of Cleaning: 4 x yr.

2. WALL SURFACE CLEANING

a. WASHING AND RINSING OF PAINTED/CERAMIC/GYPSUM BOARD-VINYL/MARBLE WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Kitchen (432), Reserve Room (704), Corridor to Stairway (2,100), Men's Lavatory Waiting Room and Vestibule (448), Women's Lavatory Waiting Room and Vestibule (224), VIP Room Lavatory (208), Women's Lavatory Administrative Office (304), Lock Up Area # 2 (272),), Men's Lavatory Administration Office (416), Processing Room (690), Tour Commander's Office (400), Police Desk (1,040), Front and Rear Vestibule Waiting Room and Lobby (4,750), VIP Room (590), VIP Room Office (328), Conference Room (524), Inspectors Office (524), Administration Office (774), Administrative Stock Room (288), Detective's Sgt. Office (336), Corridor Storage (272), Detective's Office (736) Supervisor Police Planning (416), Men's Lavatory Waiting Room and Vestibule (224), Inspector's Office (220).

SECOND FLOOR:

Women's Supervisor's Locker Room (220), Men's Locker Room and Lavatory (720), Men's Supervisor's Locker Room Lavatory (340), Women's Locker Room Lavatory(300), Corridor (960), Men's Supervisor's Locker Room (960), Women's Locker Room (430), Vestibule near Women's Supervisor's Locker Room (220) Men's Locker Room (1,750), Women's Supervisor's Locker Room and Lavatory (300),

Crew Chief's Trailer
Patrol Sgt.Office (272), Squad Leader's Office (272), Crew Chief Office (320), Auto Crime Office(230), Captains Clerk(210), (2)Lavatories (224) Main Office Area (550)

New Trailers
Reserve Room (629), Female Locker Room (663), Male Locker Room (780),

Approximate Total: 27,570 Square Feet
Frequency of Cleaning: 2 x yr.

b. DUSTING AND VACUUMING OF FABRIC / ACOUSTIC PANEL WALL SURFACES

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Writing Room (200)

Approximate Total: 200 Square Feet
Frequency of Cleaning: 2 x yr.

c. DUSTING AND POLISHING OF WOOD PANEL AND WALL SURFACES

Crew Chiefs Trailer:

Patrol Sgt. Office (3), Crew Chief (2), Squad Leader's Office (2), Captains Clerk (2) Auto Crime Office (2), Main Office Area (11).

New Trailers:

Reserve Room (6), Female Locker Room (8), Male Locker Room (10).
Frequency of Cleaning: 2 x yr.

5. CEILING CLEANING

a. DUSTING AND VACUUMING OF ACOUSTIC TILE CEILING SURFACES

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Conference Room (300), Kitchen (100), Tour Commander's Office (156), Form Writing Room (156), Front and Rear Vestibule Waiting Room and Lobby (475), VIP Room (220), Administrative Kitchen (208), VIP Room Office (96), Inspector Office, Administrative Office (513), Administrative Stock Room/Office (81), Executive Lt. Office (100), Reserve Room (400), Main Corridor (350), Detective's Office (493), Detective Sgt. Office (108), Corridor to Stairway (210), Waiting Room, Men's Lavatory and Vestibule (96), Waiting Room, Women's Lavatory and Vestibule (45), VIP Room Lavatory (33) Inspector's Office (220)

CREW CHIEF'S TRAILER

Patrol Sergeant's Office (120), Auto Crime Office (120), Crew Chief Office (120), Squad Leader Office (120), Captains Clerk Office (120), (2) Lavatories (98) and Common Area (700).

SECOND FLOOR:

Men's Locker Room (2,016), Corridor (280), Men's Supervisor's Locker Room (580), Women's Locker Room (120), Women's Supervisor's Locker Room and Vestibule (140), Men's Supervisor's Lavatory (90), Women's Locker Room (70), Women's Supervisor's Lavatory (80).

Approximate Total: 9,134 Square Feet
Frequency of Cleaning: 2 x yr.

6. **WASHING AND RINSING OF PAINTED/GYPSUM BOARD PAINTED/PLASTER PAINTED/METAL PAN CEILING SURFACES/VINYL CEILING SURFACES**

Areas and Approximate Size (Sq. Ft.):

FIRST FLOOR:

Police Desk (104), Lock Up Area # 1 (66), Lock Up Area #2 (66), Processing Room Lavatory (21), Corridor Storage Room (72)

SECOND FLOOR:

Men's Locker Room Lavatory (180)

New Trailers

Female Trailer (429)
Male Trailer (594)
Ramp Reserve Room Trailer (385)

Approximate Total: 1,917 Square Feet
Frequency of Cleaning: 2 x yr.

7. **MISCELLANEOUS CLEANING**

a. **WASHING AND RINSING VENTS**

Areas and Estimated Number of Items:

FIRST FLOOR:

Kitchen (1), Reserve Room (3), Lost and Found (2), (1), Detective's Office (2), Detective Sgt. Office (1), Corridor to Stairway (1), Women's Lavatory Administrative Office (2), Men's Lavatory Administrative Office (2), Administration Office (5) Inspector's office (1)

SECOND FLOOR:

Men's Locker Room Lavatory (3)

PEG TRAILERS:

Crew Chief's Trailer (5), Reserve Room Trailer (5), Female Locker Room Trailer (5), Ma Locker Room Trailer (9).

Total Estimated Number of Items: 42
Frequency of Cleaning: 2x yr.

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STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. **Personal Non-Liability**

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

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

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

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

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

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

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

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

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

d. The right to money damages.

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

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

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

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

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

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

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

ATTACHMENT C

CALCULATION OF HOURLY RATE FORM

Attached are "Calculation of Hourly Rate" forms for the attached positions for each year of the Contract. These forms may be used by the Proposer in support of the Wage and Benefits Plan required in the RFP.

PROPOSER NAME: _____

CALCULATION OF HOURLY RATE
GENERAL CLEANING
AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
CLEANER

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

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

PROPOSER NAME: _____

CALCULATION OF HOURLY RATE
GENERAL CLEANING
AT LAGUARDIA AIRPORT – MARINE AIR TERMINAL (MAT)
SUPERVISOR

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

Attachment D

(Sample Statement)

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

Period Covered: June 1, xxxx to Novemer 30, xxxx

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
MINIMUM COMBINED AVG HOURLY WAGES & SUPPLEMENTAL BENEFITS					
Wages					
Straight-Time Wages	$ 330,000.00	$ 250,000.00	$ 90,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	$ 332,000.00	$ 250,000.00	$ 90,000.00		
Supplemental Benefits					
Holiday	$ 9,500.00	$ 8,000.00	$ 9,500.00		
Vacation	4,000.00	3,000.00	4,000.00		
Sick	4,000.00	3,000.00	4,000.00		
Personal	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Health/Welfare	63,900.00	50,000.00	40,000.00		
Dental	1,000.00	1,000.00	1,000.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please *specify*)	-	-	-		
Other (please *specify*)	-	-	-		
Total Supp. Benefits	$ 109,500.00	$ 88,500.00	$ 85,600.00		
WAGES & SUPP. BENEFITS COMBINED	$ 441,500.00	$ 338,500.00	$175,600.00		
HOURS					
Straight-Time Hours	36,600.00	25,000.00	11,000.00		
Add: Roll Call Time, *if applicable*	550.00	550.00	550.00		
Less: Relief Time, *if applicable*	(500.00)	(500.00)	(500.00)		
Less: Meal Time, *if applicable*	-	-	-		
Total Hours	36,650.00	25,050.00	11,050.00		
CALCULATED AVG. HOURLY WAGES & SUPP. BENEFITS	$12.05	$13.51	$15.89		
CONTRACT REQUIREMENTS	$12.75	$13.27	$15.43		
Difference	($0.70)	$0.24	$0.46		
MINIMUM HOURLY WAGES (if applic.)					
RATES PAID	$9.50	$10.50	$11.50		
CONTRACT REQUIREMENTS	$10.00	$10.25	$11.25		
Difference	($0.50)	$0.25	$0.25		
MINIMUM SALARIES (if applic.)					
SALARIES PAID				$33,375	$42,777
CONTRACT REQUIREMENTS				$33,375	$40,600
Difference				$0	$2,177

Note:
Details by month and by employee must be available and may be submitted with this statement.

Statement Certified by: _____

Name *Title* *Date*

ATTACHMENT E – CUSTOMER SERVICE – AIRPORT STANDARDS MANUAL

CUSTOMER SERVICE

Airport Standards Manual

John F. Kennedy International Airport
LaGuardia Airport
Newark Liberty International Airport
Teterboro Airport
Downtown Manhattan Heliport

Prepared and Published by
The Port Authority of New York & New Jersey - Aviation Department
Customer, Cargo, Concessions & Airport Services Division

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Fourth Edition, May 2005

Mission

To plan, develop, promote, operate and maintain a unified system of regional airport facilities, providing the region with unsurpassed global access and restoring the region to its preeminent status as the nation's gateway for passengers and cargo.

Vision

- *Focus on Customer Well Being - Provide an airport environment where customers are safe and secure, yet receive quality service.*
- *Be a Model for Service, Security, Efficiency, Safety and Effectiveness.*
- *Strive for Truly Satisfied Customers and a Reputation for Inspired Leadership.*

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Introduction

Airport Standards Manual

The Airport Standards Manual (ASM) is produced by the Port Authority Aviation Department with all rights reserved. The ASM serves as the primary document outlining the customer service-related responsibilities incumbent upon employees working at Port Authority airports. The Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Standards fall under three broad categories – Customer Service, Signing and Wayfinding, and Planning and Design for Terminals and Facilities. The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool.

Purpose

The Port Authority, in cooperation with its partners, the airlines, terminal operators and service providers, developed this edition of the Airport Standards Manual – Customer Service Standards for the benefit of all airport customers.

It is expected that the Port Authority and all employers on the airports strive to meet or exceed these standards.

This Manual defines *Customer Service Standards* and the *Performance Measurement Program* and is made available to all partners. It will continue to evolve and grow to meet the demands of our customers, through changes in operating procedures, facilities and the introduction of technology by the aviation industry and government regulations.

The Standards

These Customer Service Standards concentrate on aspects of airport services and facilities that most impact customer satisfaction at Port Authority airports as determined by data gathered through customer service surveys and other feedback mechanisms. The Port Authority's objective is to maximize utilization of this manual as an effective customer service management tool.

Several design related standards are further defined through separate publications, such as:

- Standards referring to "Adequate" or "Sufficient" lighting shall conform to the Illuminating Engineering Society of North America (IES-NA) ***Lighting Handbook, 8th Edition Section 11*** as they pertain to the respective areas and activities.

- All signs shall be in conformance with the Port Authority Aviation Department ***Signing and Wayfinding Standards Manual*** as well as those areas addressed in this manual.

- All Terminal Planning shall be in conformance with the Port Authority Aviation Department ***Planning and Design for Terminals and Facilities Standards*** including recommended design guidelines for Restrooms, Check-in Areas, Gate Areas and Concessions Locations and subject

to ***Tenant Alteration Application (TAA) Procedures and Standards Guide*** reviews and subsequent addenda.

- All Airport Partners must adhere to the Airport Rules and Regulations.

Customer Service Standards are being implemented at Port Authority airports facilities, and are reviewed regularly against best industry practices to improve customer satisfaction. These standards have been identified through extensive consumer and industry research including customer surveys, mystery shopping, facility quality assurance reviews, focus groups and data gathered for the Port Authority.

Due to modifications, either through addition or deletion, standards numbering may be different from the previous edition. Also, this edition of the manual includes a designation at the end of each of the standards indicating whether the standard is a high or routine priority. High priority standards typically require capital intensive or long-term solutions or they may result in life-safety issues. Routine priority standards are common issues that usually relate to cleanliness, maintenance or conditional items. All standards of Employee Attitude, Appearance, Awareness and Knowledge are considered routine in nature.

Immediate Action Items

Certain aspects of the Mystery Shopping and Facility Quality Assurance Review process are deemed to be ***"Immediate Action Items"***, requiring immediate attention. These items include:

- **Safety and Security concerns**
- **Rudeness / indifference to customers**
- **Excessive disrepair**

If mystery shoppers/inspectors witness any of these conditions they will immediately notify the proper airport contacts. For EWR, call 973-961-6154, for JFK, call 718-244-8158 and for LGA, call 718-533-3700.

Airport Performance Measurement Program (APMP)

I. SERVICE COMMITMENT

The Airport Performance Measurement Program (APMP) provides the framework outlining the process that encourages actions and a commitment to customer service regardless of who provides the service. More specifically, the APMP is designed to:

1) Recognize "**Satisfactory**" performance by Partners who continue to improve customer satisfaction.

2) Provide a useful management tool to identify to Partners the areas that "**Need Improvements**".

3) Monitor actions taken to address deficiencies in a timely manner.

All airport employees are responsible for upholding the Airport Standards Manual (ASM) - Customer Service Standards and The Port Authority and its Partners are responsible for adopting these standards and implementing them within their respective service areas. It is suggested that all partners attend an annual briefing session with the Port Authority to review these standards.

Commitment to upholding the standards is essential for providing quality customer service. High levels of customer satisfaction should be the natural outcome of commitment to and compliance with the Standards. A Partner's performance is considered to be "**Satisfactory**" when it achieves high marks in a series of objective evaluations designed to measure performance of contractual responsibilities in light of ASM requirements.

There is, however, an important distinction between the level of customer satisfaction achieved by a Partner, and the Partner's level of commitment and compliance to the ASM. Customer satisfaction is useful in measuring the customers' perceptions about each Airport's services but does not directly evaluate a Partner's commitment, compliance, or performance. Similarly, Partner compliance is a useful measure to determine how committed a Partner is to implementing the ASM; yet this may not be reflected in the Partner's level of customer satisfaction. Where feasible, the two elements, customer satisfaction and Partner's commitment, must be measured and evaluated together to determine a Partner's true effectiveness and the effect the ASM – Customer Service Standards and the APMP have on customer service.

II. OBJECTIVES

The overall objective of the APMP is to improve the quality of service offered at Port Authority airports regardless of who provides the service. Every airport employee, whether they are Port Authority employees or Partners employees, contributes to the quality of customer service.

Where the ASM - Customer Service Standards defines good customer service, the APMP defines performance measurement and provides a management tool to recognize **Satisfactory** performance and to monitor actions taken to address areas in **Need of Improvement**. By using the ASM and the APMP together, the Port Authority and its Partners gain an understanding of their commitment necessary for quality airport customer service.

The APMP also outlines how "**Scorecards**" are developed and explains the method used in periodically determining each Partner's performance. The scorecard is the measure of a Partner's performance in a specific area. The scorecard may be a combination of several different measurement tools including customer satisfaction surveys, mystery shopping, and facility quality assurance reviews.

III. METHODOLOGY

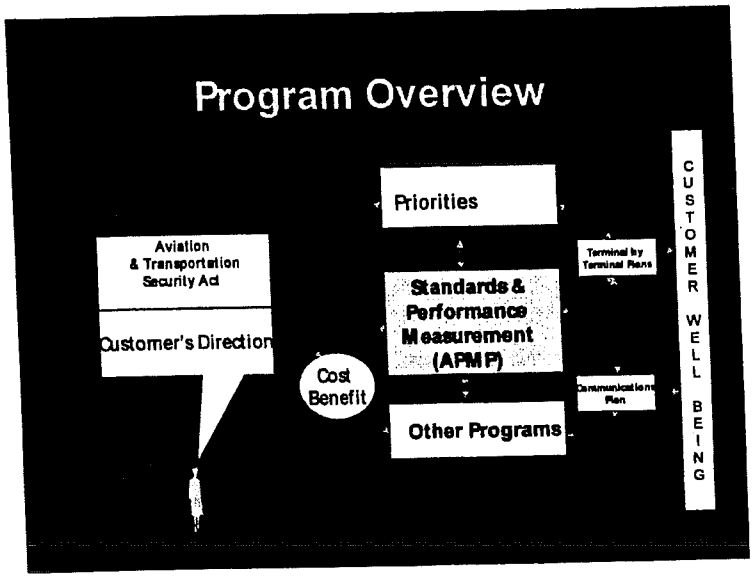
This section proposes a general framework for a quantitative strategy to:

(1) Measure Partners' performance.
(2) Provide an objective means for recognizing **Satisfactory** performance.

(3) Monitor actions required by Port Authority staff and Partners in areas in "**Need of Improvement**" that will help improve performance.

Accordingly, the APMP identifies the elements that are most important to customer service and provides a recommended strategy for assessing Partners' performance.

To begin with, **Figure 1** briefly illustrates the various steps of the Customer Well Being process used to develop the ASM Customer Service Standards and to integrate them with the APMP. There are three major components to the development of the APMP:



Figure

1. **Airport Standards Manual (ASM) Development.** The Port Authority's objective is to maximize utilization of the ASM as an effective customer service management tool. See page 1.

2. **Port Authority Contracts and Permits.** This component encompasses the development and introduction of standard language for contracts and permits requiring the commitment of all Partners to improve customer service through several actions including but not limited to Employees Attitude, Appearance, Awareness and Knowledge, Cleanliness, Condition and Functionality of all public areas impacting a customer's airport experience.

3. **Port Authority Leases.** All references to the "Airport Standards Manual" in the standard lease document shall be interpreted as a commitment to all components of the latest edition of the Airport Standards Manual including Customer Service Standards, Signs Standards and Passenger and Cargo Facilities Design & Planning Standards. Any new construction, terminal modifications or renovations shall be handled in accordance with existing Port Authority Tenant Alteration Application (TAA) procedures.

The APMP is a process designed to facilitate Partners' efforts in this area and is described in more detail in the following paragraphs.

A. Monitoring Tools

The Port Authority has developed a quantitative performance measurement strategy that measures Partners performance. Limiting the data to few sources allows Port Authority staff to focus their efforts on developing and refining the questions and data collection procedures, rather than attempting to use multiple sources that employ different collection techniques and scoring methodologies. Mystery shopping, facility quality assurance reviews, and additional data collection all monitor Partners performance. The customer satisfaction survey measures customer perception of various services and facilities at each airport. These measuring tools are proactive efforts undertaken periodically to track compliance to or implementation of the ASM with the objective of improving customer service:

1. **Customer Satisfaction Survey** – The Customer Satisfaction Survey report quantifies customer evaluations regarding the quality of the facilities and services. Randomly chosen passengers are asked to rate various service area attributes on a scale of 1 to 10 (1 being "unacceptable" and 10 being "outstanding"). Passengers indicating scores of 8 and higher are considered to be "delighted or pleased." A score is obtained by dividing the total number of passengers polled by the number of passengers who are delighted or pleased with the service.

2. **Mystery Shopping** – The mystery shopping report, **Figure 2**, summarizes the performance and quality of various operators and services at each of the airports based on selected criteria representative of all the key attributes for each Airport Standard with a focus on Employee Attitude, Appearance, Awareness and Knowledge. Each of the criteria are given a score of "0" if the service meets the Standard or "1" if it does not meet the Standard. The results are then totaled and a corresponding percentage is reported for each Partner. This is the predominant method of data collection as it provides some measure of Partner performance for all of the service standard categories.

THE PORT AUTHORITY OF NY & NJ

Mystery Shop Summary Report

Figure 2 Mystery Shopping Summary

Property Number: EWR-B-TO

Property Name: Newark Terminal B Operator - PA

Date of Evaluation: 3/23/2005

Previous Evaluation: 2/14/2005

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability	High	Routine
TERMINAL	27			24.00	21	13%		
CURBSIDE DEPARTURE	5			7.50	10	11%		
Overall Cleanliness/ Conditions	4			5.00				
Curbside Departure	5							
Standards of Cleanliness	1							
Standards of Condition	3							
Standards of Functionality	0							
Signs, Directions, and Information	0							
Standards of Employee Attitude, Appearance and Knowledge	1			2.50				

3. **Facility Quality Assurance Reports** – Facility quality assurance reports, **Figure 3**, provide summarized routine and high priority deficiencies. Based on cleanliness, condition and functionality. Each criteria are given a score of "0" if the standard is met or "1" if it does not meet the standard. Routine deficiencies are quick fixes identified with mostly cleaning or management issues while high priority deficiencies are those addressing condition and functionality and are more likely to be capital intensive and long term fixes. The high and routine deficiencies identified through facility quality assurance reviews are then totaled and distributed to all partners for follow up actions.

THE PORT AUTHORITY OF NY & NJ

Facility Summary Report

Figure 3 Inspection Summary

Property Number: EWR-B-TO
Property Name: Newark Terminal B Operator - PA
Date of Evaluation: 1/14/2005
Previous Evaluation:

	Standards Missed	Max to Pass	Status	Rolling Average	Previous Score	Gap to Acceptability
TERMINAL	243			243	N/A	15%
CURBSIDE DEPARTURE	7			7	N/A	29%
Curbside Departure - Terminal B	7					
Standards of Cleanliness	2					
Standards of Condition	5					
Standards of Functionality	0					
Signs, Directions, and Information	0					

4. **Additional Data Collection and Partners' Information** – This includes working with Partners and monitoring respective action plans and collecting appropriate data such as processing or wait times where queuing or delivery normally takes place. The areas subject to data collection include but are not limited to airlines check-in, gates and speed/accuracy of baggage delivery, TSA wait time at security checkpoints, CBP wait time, US VISIT Exit process, Air Train, taxi queue, and parking lot exit wait time and queues.

Note: Some or all of the above monitoring tools may be included in specific **Scorecards**.

B. Setting Practical Targets

Using the above monitoring tools, performance measurement targets have been established to gauge Partner performance. Mystery shops are performed monthly and will be supplemented with periodic staff facility quality assurance reviews and data collection. These two monitoring sources

will be used to provide feedback to Partners on an as needed basis. In addition to semi-annual facility quality assurance reports, scorecards will be calculated using one or more of the following measures: the customer satisfaction survey, mystery shops, facility quality assurance reviews, or data collection.

For Port Authority contractors, the Port Authority or its designated representative may conduct random facility quality assurance reviews for cleanliness, condition and functionality based on the ASM – Customer Service Standards. Contractor performance will be evaluated based upon criteria including, but not limited to, the degree and extent to which the contractor can effectively manage the services outlined in its' Port Authority Agreement, the quality of the employee-training program and the ability to retain employees in the service at the Airport. The Port Authority shall have the right, in its sole discretion and without prior notice to the contractor, to modify the staff facility quality assurance reviews.

For Port Authority contractors, performance over the entire contract period will be taken into account and the final contract year will have several measurement periods. The purpose is to encourage contractors to uphold their performance as a contract nears completion; continuous periods of non-performance will be reflected in the contractor's scorecard and could be applied to future bids if contractors do not show improvement throughout the contract.

Scorecards contain an overview of the grading system and the performance targets for several areas. Performance targets have been set based on achievable scores from previous surveys, mystery shops or facility quality assurance reviews. Each Partner will be responsible for meeting or exceeding these targets regardless of whether the Partner was under contract at the time these targets were established.

The overall performance measurement strategy is based on the calculation of a total weighted score derived from the data sources described above. Using the overall weighted score, the Port Authority could provide a performance bonus for **Satisfactory** performance or enact actions for under-performance or areas in **Need of Improvement**. The measurement of performance for some areas may be based upon one or more measurement source while others may use multiple measurement sources to establish a base score.

Based on the results of the weighted score, the Partner performance shall be rated **Satisfactory** when targets are met or exceeded across all applicable performance measures , and a **Needs Improvement** rating will result when one or more performance measure does not meet the established performance target.

Figure 4 illustrates the performance measurement improvement process leading to appropriate actions when performance is rated as **Satisfactory** or **Needs Improvement.**

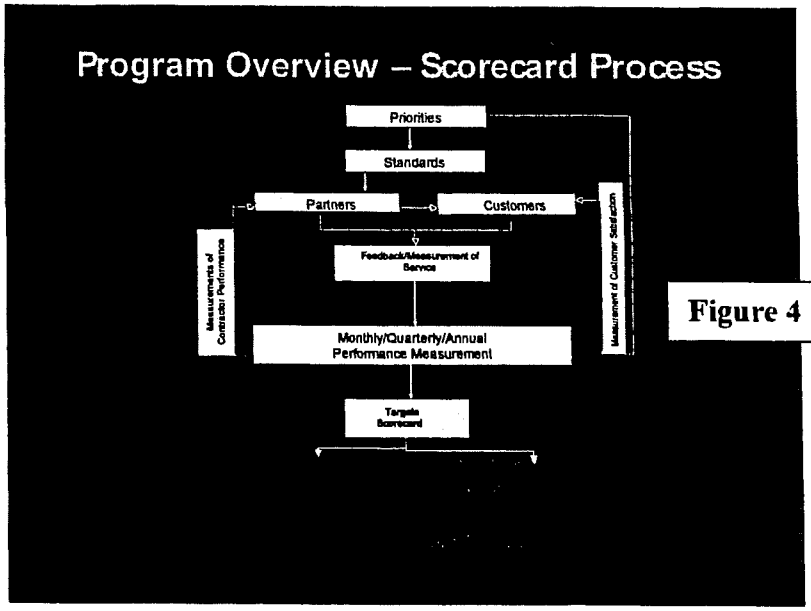


Figure 4

IV. SCORECARDS

In summary, the APMP is designed to provide the Port Authority and its partners with the framework to evaluate and encourage a commitment to service and facility improvements at the Port Authority's airport facilities. However, this manual can also be extended to assist Partners with fostering commitment to customer service improvements through compliance with the ASM monitoring of 3rd-party partners performance.

There are two categories of contractors – those under direct contract with the Port Authority, and those under contract with Terminal Operators and Airlines . In many cases, the Port Authority has the ability to recognize **Satisfactory** performance and also to take appropriate action(s) when performance is rated in **Need of Improvement** for its own partners. However, the Port Authority has limited recourse it can take for non-Port Authority partners.

- The following is a list of existing scorecards measuring courtesy of employees:
  - Concessions (retail, food & beverage).
  - Parking
  - Taxi Dispatch
  - On Airport Bus

- The following is a list of existing scorecards measuring cleanliness, condition and functionality of the area:
  - Concessions (retail, food & beverage)
  - AirTrain Stations
  - Parking
  - Gate Areas
  - Taxi Dispatch
  - AirTrain Vehicles
  - On-Airport Bus
  - Restrooms

A. Scorecards Descriptions & Methodology

- A Sample Needs Improvement Scorecard [Figure 5]

Performance Measurement Scorecard - Gate Area

Central Terminal Building - LGA

Gates	Security Lanes	Gate Sq. Ft	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
38	12	48,000	404	11	5,468,274	1,263	3.2	F

	Customer Satisfaction	Mystery Shopping	Facility Quality Assurance
		Condition	Routine Items
Timeframe	Annual - June 2004	Rolling Average	Semi-Annual January 2005
Actual Score	37	9	17
Performance Target	49-54	8	29
Specific Results	[illegible]	[illegible]	[illegible]

Overall Progress	Needs Improvement

To achieve an overall satisfactory performance, all targets must be met or exceeded.

Notes

- This is an interim scorecard. ONLY MYSTERY SHOPPING AND INSPECTION SCORES WILL BE A FACTOR IN THE DETERMINATION OF THE "OVERALL PROGRESS" SCORE.
- Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target.
- Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target.
- Inspection Targets are based on the average number of deficiencies per square foot of gate area. One deficiency for every 1,682 square feet is acceptable. Next targets may be lower but never higher.
- Gate and Terminal Information obtained through inspection of the facilities.
- Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department.

- **A sample Satisfactory scorecard [Figure 6]**

Performance Measurement Scorecard - Gate Area Terminal B - EWR								
Gates	Security Lanes	Gate Sq. Ft	Avg. Mvmt. Per Day	Avg. Mvmt per Gate per Day	Annual Outbound Pax	Avg. Sq. Ft. Gate Area	Sq Ft per Avg Daily Pax	IATA Level of Service
25	8	81,000	164	7	3,033,763	3,240	9.7	D

	Customer Satisfaction	Mystery Shopping	Facility Inspection	
		Condition	High Priorities	Routine Items
Timeframe	Annual - June 2004	Rolling Average	Semi-Annual January 2005	
Actual Score	55	4	9	36
Performance Target	49-54	5	12	48
Specific Results	Satisfactory	Satisfactory	Satisfactory	Satisfactory

Overall Progress	Satisfactory

To achieve an overall satisfactory performance, all targets must be met or exceeded.

Notes
* Customer Satisfaction Target is based on the average of the three airports highest departure passenger satisfaction scores but never lower than the prior target.
* Mystery Shop Target for condition is based on a rolling average of the lowest score achieved in this area at the three airports but never higher than the prior target.
* Inspection Targets are based on the average number of deficiencies per square foot of gate area. One high deficiency per xxxx square feet of gate space and one routine deficiency for every xxxx square feet is acceptable. Most targets may be lower but never higher.
* Gate and Terminal Information obtained through inspection of the facilities.
* Passenger and aircraft movement data is based on information obtained from the Strategic Analysis & External Affairs Unit of the Aviation Department.

The scorecards are created by the Aviation Department based on the information obtained through various measurement sources. From the amalgamation of the data, targets are set and a rating assigned based on each areas' performance. Below is a description of how the targets are set for each of the measurement methods.

Customer Satisfaction Survey: The customer satisfaction survey results are produced annually, and therefore the scorecard will be updated with this information only once a year. In each functional area, the highest score from each airport is combined and averaged to set the target. A five (5)-point margin below the target is allowed and each terminal is rated on their performance relative to this target. In **Figure 5**, the target for the gate area is 54 percent. The gate areas in the Central Terminal Building at LGA were deemed unacceptable because their score was not within

the acceptable range, thereby receiving a classification of "**needs improvement**". **Figure 6** illustrates a scorecard in which all targets have been met or exceeded and therefore performance is rated as "**satisfactory**".

Mystery Shopping: Mystery Shopping is performed monthly, with each terminal being shopped once per month. The scoring of the Mystery Shopping is based on the number of standards missed in the shops. The lower number missed, the better the score. Each functional area's score for the twelve (12)-month period preceding the issuance of the scorecard will constitute their "rolling average". The lowest "rolling average" score in each functional area from each airport will be averaged to obtain the target scores. A five (5)-point margin will be applied to the target score. To be considered "satisfactory", the area must fall within this range. The mystery shopping scores will be updated on each semi-annual scorecard.

Facility Quality Assurance Reports: The facility quality assurance review will be performed semi-annually. The scoring for the facility quality assurance reviews is based on the number of standards missed, however the scores are divided based on their priority into high or routine items. Much like mystery shopping, the goal is to have the lowest score possible in both categories, high or routine. Each functional area is assigned measurement criteria; for example, the gate areas and concessions use the surface area (in square feet) as a base for measurement. Taking the aggregate of all the deficiencies within a functional area across all the airports and dividing this number into the total of the respective measurement criteria calculate the facility quality assurance review score. This provides a pro-rated score that can then be applied to each terminal or location to assess their performance relative to the rest of the airports. For example, restrooms use the number of fixtures (defined as toilets and urinals) as the measurement criteria. The total number of deficiencies is summed and divided by the total number of fixtures across the airports providing a "per fixture" number of acceptable deficiencies. This score is then multiplied by the number of fixtures in a terminal to determine the target, or limit, number of deficiencies. This calculation is performed for both the high deficiencies and the routine deficiencies. The following are the measurement criteria for the areas of the scorecard:

- Restrooms - Number of Fixtures
- Gate Areas - Square Feet
- Concessions - Square Feet
- Taxi Dispatch - Number of Booths
- On-Airport Bus - Number of Buses
- Parking - Number of Public Parking Spaces
- AirTrain Stations - Square Feet
- AirTrain Vehicles - Number of Vehicles

V. OTHER SCORECARDS UNDER DEVELOPMENT FOR THE 5TH EDITION OF THE ASM-CUSTOMER SERVICE STANDARDS

The Aviation Department will work with partners to develop an acceptable approach to measure and monitor performance for the following standards that are not currently being mystery shopped, or reviewed for quality assurance or surveyed. The following new scorecards will focus on courtesy of staff, cleanliness, condition and functionality and wait times as applicable:

Standards 2.0	Curbside
Standards 3.0	Airline Ticket lobby Check-in Areas
Standards 4.0	Walkways, Corridors, Elevators & Escalators
Standards 5.0	Passenger and Baggage Screening Areas
Standards 10.0	Baggage Claim & FIS Areas
Standards 16.0	Ramp & Airside
Standards 19.0	Assistance to Passengers with Reduced Mobility (PRM)

1.0 – Employee Attitude, Appearance, Awareness and Knowledge

All airport employees are required to be courteous and helpful at all times with every customer and other employees, and keep in mind "*... people may not remember exactly what you did or what you said ... but they will always remember how you made them feel*".

Standards of Employee Attitude, Appearance, Awareness and Knowledge

All employees will meet or exceed the following standards:

1.1 Attitude, all employees shall:

1.1.1 Greet all customers in a friendly and professional manner. Address customers proactively – be friendly and approachable – anticipate customer's needs. Customers and passengers shall not have to initiate contact.

1.1.2 Display a positive attitude toward passengers and fellow employees at all times.

1.1.3 Project a pleasant, friendly and attentive demeanor and maintain proper posture at all times.

1.1.4 Remain calm when encountering an upset customer, try to calm the customer, listen carefully and show empathy with the customer's problem.

1.1.5 Be capable of communicating clearly when in contact with customers.

1.1.6 Refrain from using foul or inappropriate language at any time.

1.1.7 Use a proper and courteous vocabulary and tone of voice with customers.

1.1.8 Maintain appropriate eye contact and a pleasant tone of voice while conversing with customers and fellow employees.

1.1.9 Make every effort to satisfy customers' needs, even when those needs are outside the employee's specific job scope.

1.1.10 Focus on customers and not gather in a group to chat while on duty.

1.1.11 Not eat, drink, chew gum or smoke in other than designated areas of the workplace, especially in view of customers when in uniform.

1.1.12 Assure that the customers' needs are met by providing or calling for the appropriate services.

1.1.13 Not nap or sleep while on duty or in a public area.

1.1.14 Not use personal electronic devices, including but not limited to cell phones and MP 3 players, while on duty.

1.2 Appearance, all employees shall:

1.2.1 Be well groomed, clean and present a professional appearance.

1.2.2 Wear only appropriate accessories, as determined by your employer, while on duty.

1.2.3 Wear nametags and/or official identification that is visible to the public at all times.

1.2.4 Wear clean, neat and pressed uniforms while on duty.

1.2.5 When speaking to customers, remove sunglasses (unless medically required otherwise) to facilitate eye contact. Sunglasses may only be worn outdoors and during daylight hours.

1.3 Awareness, all employees shall:

1.3.1 Be obligated to challenge persons and to report suspicious items and/or activity.

1.3.2 Inspect their vehicles regularly for suspicious items while operating on the AOA.

1.3.3 Be aware that all service vehicle operators ensure that unattended vehicles are locked and shall inspect the vehicle each time it has been left unattended.

1.3.4 Ensure that all catering company's unattended vehicles are locked and that catering supplies intended for carriage on passenger flights are only accessible to catering employees.

1.3.5 Ensure that all AOA doors and gates are closed properly after each use.

1.3.6 Not allow persons to follow them through an AOA door or gate. Each individual must swipe their airport–issued identification card each time they enter the AOA or SIDA.

1.3.7 Not write AOA or SIDA access codes on identification cards, and employees shall enter codes in a secure manner not visible to the public.

1.3.8 Airline employees shall not accept consignments of cargo, courier and express parcels or mail for carriage on passenger flights unless the security of such consignments is accounted for.

1.3.9 Report unattended or suspicious items and/or activity to Port Authority Police or other law enforcement personnel.

1.4 Knowledge, all employees shall:

1.4.1 Be well informed, capable of providing directions and know where and how to obtain requested information or services for customers.

1.4.2 Convey accurate information using clear and understandable terms.

1.4.3 Obtain the facts when encountering a dissatisfied customer; state any applicable policy clearly and politely; and be able to offer a solution or an adequate alternative to the customer. If unable to satisfy the customer or resolve the issue, direct the customer to immediate supervisor.

1.4.4 Know where and how to obtain assistance to resolve customers' questions or problems if language barrier arise.

1.4.5 Know where and how to obtain assistance in order to respond to medical emergencies and operational disruptions as referred to in Standard 20.0 (Orderly Evacuation and Resumption of Services)

1.4.6 Know where and how to obtain assistance in order to respond to medical emergencies including those relating to Passengers with Reduced Mobility being assisted.

2.0 – Curbside

Curbside General Requirements

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Smoking receptacles shall be readily available on the curbside. {R}

c) Skycap service shall be readily available. {R}

2.1 Standards of Cleanliness

2.1.1 All frontages, sidewalks and crosswalks shall be clean and free of debris including gum and cigarettes. {R}

2.1.2 Entrance and exit doors shall be clean free of smudges, dirt and grime. {R}

2.1.3 All glass shall be clean and free of streaks and smudges. {R}

2.1.4 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

2.1.5 Awnings or canopies, where present, shall be clean at all times. {R}

2.1.6 Walls shall be clean and free of graffiti. {R}

2.1.7 Curbside check-in counters and self-service check-in kiosks shall appear clean and organized, uncluttered and without visible damage. {R}

2.1.8 Light fixtures and assemblies shall be clean and free of dust. {R}

2.1.9 Smoking receptacles shall be clean and emptied on a regular basis. {R}

2.2 Standards of Condition

2.2.1 All frontages, sidewalks and crosswalks shall be smooth and free of large cracks and missing surface areas. {H}

2.2.2 Entrance and exit doors shall be maintained in good working order. {R}

2.2.3 All glass shall be in good condition with no visible damage. {R}

2.2.4 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.5 Smoking receptacles shall be in good condition, without dents, marks or peeling paint. {R}

2.2.6 Awnings or canopies, where present, shall be in good condition, free of rips and tears. {R}

2.2.7 Walls shall be free of scratches, marks and scuffs. {R}

2.2.8 Curbside check-in counters and self-service check-in kiosks shall be in good condition, free of dents, marks and scuffs. {R}

2.2.9 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

2.2.10 Snow and ice shall be removed from walkways and roadways. {H}

2.2.11 Roadways shall be well maintained and free of potholes. {R}

2.3 Standards of Functionality

2.3.1 Unattended and unofficial parked vehicles shall not be present at frontages. Illegally parked vehicles will be ticketed, and towed at the owner's expense. {H}

2.3.2 Unattended baggage carts shall be returned to dispenser racks promptly and not allowed to collect in an unsightly manner. {R}

2.3.3 Public address systems shall be clear and audible. {R}

2.3.4 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards for this area and application. {H}

2.3.5 All doors shall operate properly. {R}

2.0 - Curbside

2.4 Signs, Directions, and Information

2.4.1 Directional signs shall be visible, legible and accurate. {R}

2.4.2 Signs shall clearly indicate the location of services. {R}

2.4.3 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

2.4.4 Airline names shall be posted at drop-off and, when practical, pick-up locations. {R}

2.4.5 Appropriate directional signs shall be visible at every decision point. {R}

3.0 – Airline Check-in Areas

Airline Check-In Area General Requirements

a) Minimum seating shall be provided in adjacent area for Passengers with Reduced Mobility. {R}

b) Trash receptacles shall be available in the airline check-in areas. {R}

3.1 Standards of Cleanliness

3.1.1 Counters and kiosks shall be clean and free of graffiti. {R}

3.1.2 Workspaces shall always appear uncluttered and organized. {R}

3.1.3 Seating shall be clean and free of stains. {R}

3.1.4 Windowsills shall be free of dust and debris. {R}

3.1.5 Windows shall be free of streaks and smudges. {R}

3.1.6 Wastebaskets shall be clean and not overflowing. {R}

3.1.7 Walls shall have a clean appearance, free of dirt and marks. {R}

3.1.8 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

3.1.9 Floors shall be dry, free from spills and water. {H}

3.1.10 Ceilings shall be clean and free of dust. {R}

3.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

3.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

3.1.13 Heating and air conditioning units shall be clean and free of dust. {R}

3.1.14 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

3.0 – Airline Check-in Areas

3.2 Standards of Condition

3.2.1 Counters and kiosks shall be well maintained and in good repair. {R}

3.2.2 Workspaces shall be in good condition, free of dents, marks, scratches and scuffs. {R}

3.2.3 Seating shall be free of rips, tears, stains and broken parts. {R}

3.2.4 Windowsills shall be in good condition, free of broken parts and marks. {R}

3.2.5 All windows shall be in good condition with no visible damage, chips or marks. {R}

3.2.6 Wastebaskets shall be in good condition, with no visible damage. {R}

3.2.7 Walls shall be in good condition, with no dents, chips, marks or scuffs. {R}

3.2.8 Carpets shall be free of holes; rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

3.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

3.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

3.2.11 All telephones and telephone areas shall be in good condition, with no visible damage. {R}

3.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers, and not allowed to collect in an unsightly manner. {R}

3.2.13 Heating and air conditioning units shall be in good working condition. {R}

3.2.14 Stanchions, ropes and, "tensa barriers" shall be well maintained and in good repair. {R}

3.2.15 Employees' personal belongings shall not be visible to customers. {R}

3.0 – Airline Check-in Areas

3.3 Standards of Functionality

3.3.1 Flight Information Display System (FIDS) monitors shall be provided, and be in working order. {R}

3.3.2 Telephones shall be in working order. {R}

3.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Terminal Ticket Counter – 45-foot candles.** {R}

3.3.4 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

3.4 Signs, Directions, and Information

3.4.1 Clear, visible and accurate signing shall be placed at key decision points and must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

3.4.2 Flight Information Display System (FIDS) monitors shall be clear, visible and accurate. All flights, regardless of airline, shall be shown on the FIDS for that terminal. {R}

3.4.3 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Sign Standards. {R}

4.0 – Walkways/Corridors/Elevators/Escalators

4.1 Standards of Cleanliness

4.1.1 Carpet and floors shall be free of debris and stains and appear clean. {R}

4.1.2 Floors shall be dry, free of spills or water. {H}

4.1.3 Ceilings shall be clean and free of dust. {R}

4.1.4 Light fixtures and assemblies shall be clean and free of dust. {R}

4.1.5 Pictures, frames and advertising along walkways and corridors shall be clean and dust free. {R}

4.1.6 Elevator interiors and floors shall be clean and free of debris and graffiti. {R}

4.1.7 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

4.1.8 Heating and air conditioning units shall be clean and dust free. {R}

4.2 Standards of Condition

4.2.1 Carpets shall be free of holes, rips, worn or frayed areas and flooring shall be free of large cracks, gouges and broken pieces. {H}

4.2.2 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

4.2.3 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {H}

4.2.4 Pictures, frames and advertising shall be in good condition, free of tears, scratches, graffiti and other marks. {R}

4.2.5 Elevators, escalators and moving walkways shall be in working condition. All routine and preventive maintenance shall be scheduled to minimize passenger inconvenience. {H}

4.2.6 Elevator button lights and switches shall be in good condition. {R}

4.2.7 Each elevator emergency phone or communication device shall be in working condition. {R}

4.2.8 Corridors and walkways shall be free of obstructions. {R}

4.2.9 Heating and air conditioning units shall be in working order. {R}

4.2.10 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

4.3 Standards of Functionality

4.3.1 All monitors, including Flight Information Display Systems (FIDS), shall be in working order. {R}

4.3.2 Elevator button lights and switches shall be operational. {R}

4.3.3 Public address system shall be in working order and audible from all areas. {H}

4.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Elevators – 30 foot-candles; Corridors/Walkways – 15 foot-candles.** {H}

4.3.5 In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

4.4 Signs, Directions, and Information

4.4.1 All elevator buttons, internal and external, shall be clearly marked and indicate appropriate services (e.g. Ticketing, Baggage Claim, Parking). {R}

4.4.2 Appropriate directional signing shall be visible at every decision point and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

4.4.3 When elevators, escalators and walkways are being repaired, appropriate signs shall advise customers of other means of access in closest proximity. {R}

4.4.4 All monitors, including Flight Information Display Systems (FIDS), shall be clear, visible with accurate information. {R}

4.4.5 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

5.0 – Passenger and Baggage Screening Areas

5.1 Standards of Cleanliness

5.1.1 Carpet and floors surrounding baggage and passenger screening areas shall be free of debris and stains and shall appear clean. {R}

5.1.2 Baggage and Passenger screening equipment shall be clean, uncluttered and free of debris and baggage tape. {R}

5.1.3 All furnishings, including but not limited to, bins, tables, chairs, floor mats and private screening areas, shall be clean, uncluttered, free of debris and baggage tape. {R}

5.1.4 Walls and partitions shall have a clean appearance, free of dirt and marks. {R}

5.1.5 Ceilings shall be clean and free of dust. {R}

5.2 Standards of Condition

5.2.1 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

5.2.2 Carpets shall be free of holes, rips and worn or frayed areas. {R}

5.2.3 All baggage and passenger equipment shall be in good condition, free of marks, scuffs and broken pieces. {H}

5.2.4 All furnishings, including but not limited to, tables, chairs, bins etc, shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

5.2.5 Walls, columns and partitions shall be free of large cracks, holes and graffiti. {R}

5.2.6 Ceilings shall be free from stains and broken tiles. {R}

5.2.7 Sign frames, holders and stands shall be in good condition. {R}

5.2.8 Stanchions, ropes and "tensa barriers" shall be well maintained and in good repair. {R}

5.2.9 Employee's personal belongings shall not be visible to customers. {R}

5.0 – Passenger and Baggage Screening Areas

5.3 Standards of Functionality

5.3.1 All equipment, including but not limited to, baggage conveyers, magnetometers, wands, x-ray machines and all other passenger and baggage screening areas machinery and aids shall be maintained and in working order. {H}

5.3.2 Queue time at the passenger screening areas shall not exceed ten (10) minutes. {H}

5.3.3 Queue time at the baggage screening areas shall not exceed ten 10 minutes. {H}

5.3.4 Stanchions, ropes and "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

5.4 Signs, Directions, and Information

5.4.1 Internal notices shall not be displayed in public areas. {R}

5.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.3 Clear, visible and accurate signing shall be placed at key decision points and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

5.4.4 Only approved regulatory signs shall be used. {R}

6.0 - Restrooms

General Requirements

a) Restrooms shall have sinks with soap dispensers. {R}

b) Female restrooms shall be equipped with sanitary dispensers and sanitary trash receptacles. {R}

c) All restrooms shall have sanitary seat covers available. {R}

d) All stall doors must have door locks or latches. {H}

e) All stalls shall be equipped with a clothes hook or a pocketbook holder. {R}

f) All restrooms shall be equipped with an appropriate number of trash receptacles. {R}

g) Paper products shall be provided in adequate supply to meet peak traffic flow. {H}

6.1 Standards of Cleanliness

6.1.1 Floors shall be free of debris and stains and appear clean. {R}

6.1.2 Floors shall be dry, free of spills or water. {H}

6.1.3 Unpleasant odors shall not be detected. {R}

6.1.4 Mirrors shall be free of streaks, smudges and watermarks. {R}

6.1.5 Sinks shall be clean, and faucets shall have a polished appearance. {R}

6.1.6 Entranceways and doors shall be clean and free of debris. {R}

6.1.7 Paper towel holders and/or automatic hand dryers shall be clean. {R}

6.1.8 Urinals shall be clean and free of debris. {R}

6.1.9 Tiles and walls shall be clean. {R}

6.1.10 Soap dispensers shall be clean and free of soap scum. {R}

6.1.11 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall have a polished appearance. {R}

6.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

6.1.13 Sanitary dispensers shall be clean. {R}

6.1.14 Trash and sanitary receptacles shall be clean, not overflowing and odor free. {R}

6.1.15 Baby changing stations shall be clean. {R}

6.1.16 Walls and doors of toilet and toilet stalls shall be clean. {R}

6.1.17 Ceilings shall be clean and free of dust. {R}

6.1.18 Countertops shall be clean and free of debris and be dry. {R}

6.2 Standards of Condition

6.2.1 Floor tiles shall not be broken, missing or stained or have gouges and grout shall be free of missing pieces and discoloration. {R}

6.2.2 Mirrors shall be in good condition, free of scratches, marks, de-silvering, cracks and broken pieces. {R}

6.2.3 Sinks shall be in good condition, free of scratches, stains and broken pieces. {R}

6.2.4 Entranceways and doors shall be in good condition, free of scratches, dents, marks and scuffs. {R}

6.2.5 Paper towel holders and/or automatic hand dryers shall be in good condition, free of marks, scratches, rust and broken pieces. {R}

6.2.6 Urinals shall be in good condition, free of chips, marks and broken pieces. {R}

6.2.7 Wall tiles shall be in good condition, free of chips, marks and broken pieces and grout shall be free of missing pieces and discoloration. {R}

6.2.8 Soap dispensers shall be in good condition. {R}

6.2.9 Toilets and toilet bowls, including the rim, base, seat, cover, chrome fixtures and hinges shall be in good condition with no broken pieces. {R}

6.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts.{R}

6.2.11 Sanitary dispensers shall be in good condition, free of marks, scratches and broken pieces. {R}

6.2.12 Trash and sanitary receptacles shall be in good condition. {R}

6.2.13 Baby changing station shall be in good condition, with all necessary parts and free of marks, scratches and scuffs. {R}

6.2.14 Walls and doors of toilet and toilet stalls shall be free of graffiti, scratches and peeling paint. {R}

6.2.15 Ceilings shall be free of cracks and stains. {R}

6.2.16 Countertops shall be in good condition with no scratches, cuts, gouges or marks. {R}

6.2.17 All caulking joints between fixtures and wall or floor shall be fully filled without gaps. {R}

6.3 Standards of Functionality

6.3.1 Public address system shall be clear and audible in the restroom areas. {H}

6.3.2 Cleaning supplies and equipment shall be stored out of customers' view when not in use and doors to closets kept closed. {H}

6.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Restrooms – 23 foot-candles**. {H}

6.3.4 Automatic hand dryers and paper towel dispensers shall be in working order. {H}

6.3.5 Toilets and urinals shall be in working order. {H}

6.3.6 Door locks and latches shall be in working order. {H}

6.3.7 Sink drains and faucets shall be in working order. {R}

6.3.8 Baby changing stations shall be in working order. {H}

6.3.9 Sanitary dispensers shall be filled and in working order. {R}

6.3.10 Soap dispensers shall be in working order and have soap available. {R}

6.3.11 Unpleasant odors shall not be detected. {R}

6.4 Signs, Directions, and Information

6.4.1 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.2 Restroom identifiers (Men/Ladies/Families) shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

6.4.3 When restrooms are being cleaned, or are closed for any reason, appropriate signing shall advise customers of other restrooms in close proximity. {R}

7.0 – Gate Areas

General Requirements

a) Telephones shall be available in the gate area. {R}

b) Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

c) Public address system shall be available in every gate area. {R}

d) Flight Information Display Systems shall be available in or around the gate areas. {R}

7.1 Standards of Cleanliness

7.1.1 Seating shall be clean and free of debris and stains. {R}

7.1.2 Windowsills shall be free of dust and debris. {R}

7.1.3 Windows shall be clean and free of streaks and smudges. {R}

7.1.4 Trash receptacles shall be clean and not overflowing. {R}

7.1.5 Walls and columns shall have a clean appearance free of dirt and marks. {R}

7.1.6 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

7.1.7 Floors shall be dry, free of spills or water. {H}

7.1.8 Ceilings shall be clean and free of dust. {R}

7.1.9 Light fixtures and assemblies shall be clean and free of dust. {R}

7.1.10 Telephones and telephone areas shall be clean and be free of debris. {R}

7.1.11 Heating and air conditioning units shall be clean and dust free. {R}

7.1.12 Stanchions, ropes and "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

7.0 – Gate Areas

7.1.13 Counters/podiums and kiosks shall be clean and free of debris. {R}

7.1.14 Advertising and display areas shall be clean and free of debris. {R}

7.2 ***Standards of Condition***

7.2.1 Seating shall be free of rips, tears and broken parts. {R}

7.2.2 Windowsills shall be in good condition, with no marks, scratches or broken pieces. {R}

7.2.3 Windows shall be in good condition, free of scratches or marks. {R}

7.2.4 Trash receptacles shall be in good working condition, without dents, marks, or peeling paint. {R}

7.2.5 Walls and columns shall be in good condition, without marks, scuffs, dents or gouges. {R}

7.2.6 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

7.2.7 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

7.2.8 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

7.2.9 Telephone and telephone areas shall be in good condition, with no broken pieces. {R}

7.2.10 Heating and air conditioning units shall be in good working condition. {R}

7.2.11 Stanchions, ropes and "tensa-barriers" shall be in good working condition, with no visible damage or broken parts. {R}

7.2.12 Counters/podiums and kiosks shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

7.2.13 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

7.2.14 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

7.3 Standards of Functionality

7.3.1 The Public Address System shall be clear and audible at all times. {H}

7.3.2 Seating shall be consistent with Port Authority Aviation Terminal Planning Standards. {R}

7.3.3 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Gate Areas – 38 foot-candles.** {H}

7.3.4 Flight Information Display System (FIDS) monitors shall be clear, visible, accurate and in working order. {R}

7.3.5 Telephones shall be in working order. {R}

7.3.6 Television monitors shall be clear, visible and in good working condition. {R}

7.3.7 In the event of delays, cancellations or diversions, Standard 17.0 will apply. {H}

7.4 Signs, Directions, and Information

7.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

7.4.2 Handwritten signs shall not be used and temporary signs must be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.0 – Retail Services

8.1 Standards of Cleanliness

8.1.1 All public areas in the retail space shall be clean, well maintained and free of unpleasant odors. {R}

8.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

8.1.3 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

8.1.4 Glass windows and display cases shall be clean. {R}

8.1.5 Light fixtures and assemblies shall be clean and free of dust. {R}

8.1.6 All walls and columns shall be clean. {R}

8.1.7 Ceilings shall be clean and free of dust. {R}

8.1.8 Sales and cashier areas shall appear neat, organized and clean. {R}

8.1.9 Heating and air conditioning units and vents shall be clean. {R}

8.2 Standards of Condition

8.2.1 Carpets shall be free of holes, rips and worn or frayed areas. {R}

8.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

8.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

8.2.4 Security grille/shutters and/or roll gates shall be without defect when deployed or otherwise kept out of sight. {R}

8.2.5 Furniture, display cases, shelving and fixtures shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

8.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no visible broken parts. {R}

8.2.7 Walls and columns shall be free of large cracks, holes and graffiti. {R}

8.2.8 Apparel and accessories shall be neatly folded or hung in the appropriate area. {R}

8.2.9 All displays and racks shall be arranged so as to permit free movement by customers with carry-on baggage. {R}

8.2.10 Stock shall be stored out of view of customers whenever possible. {R}

8.2.11 Ceilings shall not be stained or have any broken tiles. {R}

8.2.12 Employees' personal belongings shall not be visible to customers. {R}

8.2.13 Heating and air conditioning units shall be in good working order. {R}

8.2.14 Packaging, shipping materials and delivery carts shall be removed promptly from all public areas. {R}

8.3 Standards of Functionality

8.3.1 In the event of flight delays, essential services should remain open for passengers in the terminal after normal business hours. {H}

8.3.2 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards: **Retail – 72 foot-candles**. {H}

8.3.3 Public Address System (PAS) and music system shall be in a clear and audible working condition with appropriately set volume level. {H}

8.3.4 All entrances to establishments shall be kept clear of merchandise and sales/advertising stanchions. {R}

8.3.5 Television monitors shall be clear, visible and in good working condition. {R}

8.4 Signs, Directions, and Information

8.4.1 Store policies regarding credit cards, returns/refunds, etc. shall be clearly displayed. {R}

8.4.2 Operators whose lease agreement require, shall prominently display "Street Pricing" signing. {R}

8.4.3 A telephone number shall be visible so customers can call with complaints or compliments. {R}

8.4.4 Hours of operations shall be displayed and fully observed. {R}

8.4.5 Appropriate signing shall be visible, and clearly direct customers to all retail facilities. {R}

8.4.6 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

8.4.7 Illuminated signs are in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in all new installations. {R}

8.4.8 Retail areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible, and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

8.4.9 When a retail outlet is closed, appropriate signs shall be posted advising customers of the nearest, operating retail outlet. {R}

8.4.10 There shall be no unauthorized postings. {R}

8.4.11 All retail outlets offering sale of Metro Cards shall have appropriate signing. {R}

8.5 Standards of Retail Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance, Awareness and Knowledge as outlined in Standard 1.0.

8.5.1 Employees shall be able to direct customers to other outlets if item is not available in their shop. {R}

8.5.2 Employees shall always provide customers with a receipt and a "thank you". {R}

8.5.3 Employees shall always give correct change. {R}

8.5.4 Employees shall make every effort to make change for customers or direct customers to nearest change machine, i.e. for telephone calls. {R}

8.5.5 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

8.5.6 Any complaints shall be dealt with promptly and records maintained. {R}

8.5.7 Employees shall have appropriate knowledge of items being sold. {R}

8.5.8 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only musical audible to customers shall be provided by the audio system. {R}

8.6 Standards of Product

8.6.1 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

8.6.2 Merchandise shall be attractively displayed. {R}

8.6.3 Terminal Operators shall ensure that concessionaires provide a variety of items that meet customers' needs, both before and after security, including: reading materials (selection of periodicals and books), candy and snacks, health and beauty items, travel and business supplies, discretionary items such as local gifts, souvenirs and toys, and other sundries. {R}

8.6.4 Damaged merchandise shall be removed from display areas immediately. {R}

8.6.5 Displays shall be maintained to provide an uncluttered appearance. {R}

8.6.6 All prices shall be clearly displayed. {H}

8.6.7 Customer comment cards shall be readily available. {R}

8.6.8 No items shall remain on shelves past expiration dates. {R}

8.6.9 Merchandise shall be stocked in quantities sufficient for normal customer traffic. {R}

8.6.10 Merchandise shall be delivered to shops in appropriate carts and at non-peak periods or during off-hours whenever possible. {H}

9.0 – Food & Beverage

9.1 Standards of Cleanliness

9.1.1 All areas in the establishment shall be clean and well maintained. {R}

9.1.2 Debris shall be removed from tables and counters within two minutes. {R}

9.1.3 Area shall be free of unpleasant odors. {R}

9.1.4 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

9.1.5 Entrance doors and frames shall be free of smudges, dirt and grime. {R}

9.1.6 Ceilings shall be clean and free of dust. {R}

9.1.7 Glass windows and display cases shall be clean. {R}

9.1.8 All food used for display purposes shall be changed regularly. {R}

9.1.9 Sales and cashier areas shall appear organized and clean. {R}

9.1.10 Tray slides shall be clean. {R}

9.1.11 Trays shall be washed, not just wiped. {R}

9.1.12 Light fixtures and assemblies shall be clean and free of dust. {R}

9.1.13 Exhaust hoods, ducts, fans and filters shall be clean and appropriately maintained. {R}

9.1.14 All visible cooking equipment shall be clean. {R}

9.1.15 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

9.1.16 Heating and air conditioning units and vents shall be clean. {H}

9.2 Standards of Condition

9.2.1 Carpets shall be free from holes, rips and worn or frayed areas. {R}

9.2.2 Floors shall be free of large cracks, gouges and excessively worn areas. {R}

9.2.3 Entrance doors and frames shall be in good condition, free of marks, scratches or any visible damage. {R}

9.2.4 All tables, chairs, booths, display cases, and fixtures shall be in good condition with no deep scratches, gouges, graffiti or broken pieces. {R}

9.2.5 All visible cooking equipment shall be well maintained and in good working order. {R}

9.2.6 Ceilings shall be free of stains and broken tiles. {R}

9.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced, with no broken visible parts. {R}

9.2.8 Packaging, shipping materials and delivery carts shall be removed from all public areas. {R}

9.2.9 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

9.2.10 Trash receptacles shall be clean and in good condition, without dents, marks or peeling paint. {R}

9.2.11 Employees' personal belongings shall not be visible to customers. {R}

9.2.12 Heating and air-conditioning units shall be in good condition, free of any visible damage. {R}

9.3 Standards of Functionality

9.3.1 In the event of flight delays or cancellations, hours of operations shall be extended to accommodate passengers. {H}

9.3.2 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Dining Area – 23 foot-candles**. {H}

9.3.3 Public Address System and music system shall be clear and audible with appropriately set volume level. {H}

9.3.4 All entrances to establishments shall be clear of merchandise and sales/advertising stanchions and not obstruct entrance. {R}

9.3.5 Heating and air conditioning units shall be in working order. {R}

9.4 Signs, Directions, and Information

9.4.1 Store policies regarding credit cards shall be clearly displayed. {R}

9.4.2 Operators, whose lease agreement requires street pricing, shall prominently display "Street Pricing" signing. {R}

9.4.3 Operators shall clearly display a telephone number for customer complaints or compliments. {R}

9.4.4 Hours of operations shall be displayed and fully observed. {R}

9.4.5 Appropriate signing shall be visible to direct customers to all food and beverage facilities. {R}

9.4.6 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

9.4.7 Illuminated signs shall be in proper working condition. Flashing or blinking signs shall not be used, and the use of red LED (Light Emitting Diode) signs is discouraged. Red LED signs shall not be used in new installations. {R}

9.4.8 Food and Beverage areas under construction shall be provided with professional signs on barricades with an "opening date" whenever possible and may include a rendering of the new facility. Signing shall be updated as necessary. {R}

9.4.9 When food and beverage facilities are closed, appropriate signs shall be posted advising customers of the nearest, operating facilities. {R}

9.4.10 There shall be no unauthorized postings. {R}

9.5 Standards of Food and Beverage Employees

In addition to the following standards, all employees shall conform to the same Employee Attitude, Appearance and Knowledge as outlined in Standard 1.0.

9.5.1 Employees shall be able to direct customers to other outlets if an item is not available in their shop. {R}

9.5.2 Employees shall always provide customers with a receipt and a 'thank you." {R}

9.5.3 Employees shall always give correct change. {R}

9.5.4 Employees shall make every effort to make change for customers, i.e. for telephone calls. {R}

9.5.5 Employees shall not use personal electronic devices, including but not limited to cell phones and MP3 players. The only music audible to customers shall be provided by the unit audio system. {R}

9.5.6 All shops shall have sufficient cash available immediately upon opening to make change for early morning sales. {R}

9.5.7 Any complaints shall be dealt with promptly and records maintained. {R}

9.6 Standards of Product

9.6.1 Terminal Operators shall ensure that concessionaires provide a variety of menu items that meet customers' needs, both before and after security, including: hot and cold menu items for breakfast, lunch and dinner; hot and cold beverages (non-alcoholic and alcoholic); quick serve meals to go; sit down restaurant facilities; and a selection of healthy dishes (low fat, salads, etc.). {R}

9.6.2 Menus shall be well designed, clean and display the correct prices. {R}

9.6.3 All items shall be sold at "Street Prices" as defined in the lease/permit. {R}

9.6.4 No items shall remain on shelves past expiration dates/times. {H}

9.6.5 Operators shall make every attempt to ensure that all menu items are available. {R}

9.6.6 Hot food shall be delivered hot; cold food shall be delivered cold. {R}

9.6.7 Clean trays shall be available. {R}

9.6.8 Customer comment cards shall be readily available. {R}

9.6.9 Merchandise shall be delivered, whenever possible, to food and beverage areas in appropriate carts and at non-peak periods or during off-hours. {H}

10.0 – Baggage Claim

General Requirements

a) Baggage carts shall be readily available at all cart racks at all times. {H}

b) Public Address System (PAS) shall be available. {H}

10. 1 Standards of Cleanliness

10.1.1 Baggage carousels shall be wiped clean and be free of debris. {R}

10.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

10.1.3 Trash receptacles shall be clean and not overflowing with debris. {R}

10.1.4 Heating and air conditioning units shall be clean and free of dust. {R}

10.1.5 Ceilings shall be clean and free of dust. {R}

10.1.6 Light fixtures and assemblies shall be clean and free of dust. {R}

10.1.7 Seating shall be clean and free of stains. {R}

10.1.8 Windowsills shall be free of dust and debris. {R}

10.1.9 Windows shall be clean and free of streaks and smudges. {R}

10.1.10 Walls and columns shall have a clean appearance, free of dirty and marks. {R}

10.2 Standards of Condition

10.2.1 All carousels shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

10.2.2 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks and broken pieces. {H}

10.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

10.2.4 Heating and air conditioning units shall be in good working condition. {R}

10.2.5 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

10.2.6 Seating shall be free of rips, tears and broken parts. {R}

10.2.7 Windowsills shall be in good condition, free of scratches or marks. {R}

10.2.8 Windows shall be in good condition, free of scratches or marks. {R}

10.2.9 Walls and columns shall be free of large cracks, holes and graffiti. {R}

10.2.10 Cleaning supplies and equipment shall be stored out of customers' view when not in use and closet doors kept closed. {H}

10.2.11 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced with no visible broken parts. {R}

10.2.12 Unattended baggage carts shall be returned to the dispenser racks promptly and not allowed to collect in an unsightly manner and impede passenger flow. {R}

10.3 Standards of Functionality

10.3.1 Baggage carousels shall be in good working order and have no areas that could cause damage to baggage or injury to customers. {H}

10.3.2 The Public Address System shall be clear and audible. {H}

10.3.3 All information display systems shall be clear, visible and accurate and in good working order. {H}

10.3.4 Television monitors shall be in good working condition. {R}

10.3.5 All lighting shall meet and conform to the Illuminating Engineering Society of North America (IES) standards: **Baggage Area – 35 foot-candles**. {H}

10.3.6 Unclaimed baggage shall be moved to and stored in a secure area in accordance with Federal and local regulations, as well as air carrier or Terminal Operator's requirements. {R}

10.4 Signs, Directions, and Information

10.4.1 Signing shall be visible and adequate to direct customers to all services. {R}

10.4.2 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

10.0 – Baggage Claim

10.4.3 All baggage carousels shall be clearly identified and where applicable, by airline. {R}

10.4.4 In the event that baggage delivery is delayed, a public address announcement regarding the delay shall be made in the baggage claim area. Passengers shall be kept informed as to the status of baggage delivery. {R}

10.4.5 Advertising and display areas shall be in good repair and shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.0 – Ground Transportation

11.1 Standards of Cleanliness

Ground Transportation Information Counters

11.1.1 Counters shall appear clean and organized, uncluttered and without visible damage. {R}

11.1.2 Computers and monitors shall be clean and free of dust. {R}

11.1.3 All telephones, including self-service phones shall be clean and free of debris. {R}

11.1.4 All panels and displays including self-service areas shall be clean and free of debris. {R}

On-Airport Bus Services

11.1.5 All vehicle lighting shall be clean and free of debris. {R}

11.1.6 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.7 Vehicle interiors shall be clean and free of debris. {R}

11.1.8 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.9 All glass shall be clean and free of streaks and smudges, and dirt and grime. {R}

11.1.10 Seating shall be clean and free of graffiti. {R}

Permittee Services

11.1.11 Vehicle exteriors shall be clean and have a freshly washed appearance. {R}

11.1.12 Vehicle interiors shall be clean and free of debris. {R}

11.1.13 All glass shall be clean and free of streaks and smudges, and free of dirt and grime. {R}

11.1.14 Seating shall be clean and free of graffiti. {R}

11.0 – Ground Transportation

Bus Shelters

11.1.15 All bus shelter exteriors shall be clean and have a freshly washed appearance. {R}

11.1.16 All bus shelter interiors shall be clean and free of debris. {R}

11.1.17 Pictures, frames and advertising shall be clean and free of dust and graffiti. {R}

11.1.18 All glass shall be free of streaks and smudges, and dirt and grime. {R}

11.1.19 Seating shall be clean and free of graffiti. {R}

11.1.20 Light fixtures and assemblies shall be clean and free of dust. {R}

11.1.21 All sidewalks shall be clean and free of debris including gum and cigarettes. {R}

11.2 Standards of Condition

Ground Transportation Information Counters

11.2.1 Counters and workspaces shall be maintained in good condition with no gouges, scratches, graffiti or broken pieces. {R}

11.2.2 Computers and monitors shall be in good working condition. {R}

11.2.3 All telephones, including self-service phones shall be in good condition. {R}

11.2.4 All panels and displays shall be in good condition, free of marks, scratches, gouges and any visible damage. {R}

11.2.5 Employee's personal belongings shall not be visible to customers. {R}

Airport Bus and Permitee Services

11.2.6 All vehicle lighting shall be operational with all lamps lit and no visible broken parts. {H}

11.2.7 Vehicular body damage shall be repaired promptly. {R}

11.2.8 Pictures, frames and advertising shall be in good condition with no marks, scratches or visible damage. {R}

11.2.9 All glass shall be in good condition, free of scratches, chips and broken pieces. {R}

11.2.10 Seating shall be free of tears, rips and missing or broken pieces. {R}

11.2.11 Employee's personal belongings shall not be visible to customers. {R}

11.2.12 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

Permittee Services

11.2.13 Vehicle exteriors shall be in good condition, with all damage repaired promptly. {R}

11.2.14 Vehicle interiors shall be in good condition. {R}

11.2.15 All glass shall be in good condition, free of marks, scratches and broken pieces. {R}

11.2.16 Seating shall be free of rips, tears and missing or broken pieces. {R}

Bus Shelters

11.2.17 All bus shelter exteriors shall be in good condition with no visible damage. {R}

11.2.18 All bus shelter interiors shall be in good condition, free of missing or broken pieces. {R}

11.2.19 Pictures, frames and advertising shall be in good condition, free of scratches and graffiti. {R}

11.3 Standards of Functionality

Ground Transportation Information Counters

11.3.1 All customer service representatives shall be knowledgeable in all alternate modes of transportation in the event of transportation delays. {R}

11.3.2 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {R}

11.3.3 Computers and monitors shall function properly, {R}

11.3.4 All telephones, including self-service telephones, shall function properly. {R}

On-Airport Bus Services

11.3.5 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.6 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.7 Doors and windows shall operate properly and easily. {H}

11.3.8 Waiting time during peak periods for shall not exceed fifteen (15) minutes. {R}

11.3.9 Public Address systems and announcements shall be clear audible, and up to date. {R}

11.3.10 Handicapped lifts or "kneeling bus" apparatus shall function properly as referenced to Standard 19.0 "Passengers with Reduced Mobility". {R}

Permittee Services

11.3.11 Vehicles shall not make excessive noise or give off unpleasant odors and fumes. {H}

11.3.12 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

11.3.13 Only authorized permittees shall make pick-ups at designated areas. {R}

11.4 Signs, Directions and Information

Ground Transportation Information Counters

11.4.1 All signs and postings shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.2 Ground Transportation waiting area shall be clearly identified. {R}

11.4.3 All transportation information shall be accurate and up to date. {H}

11.4.4. All Ground Transportation telephone information panels shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

On-Airport Bus Services

11.4.5. Buses, vans and free shuttle vehicles shall be easily identifiable and have route/destination signs clearly posted. {R}

11.4.6. Pick-up locations shall be clearly designated. {R}

11.4.7. Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

11.4.8. All "Variable Message Signs" shall operate properly and display the correct information. Red "LED" (Light Emitting Diodes) signs shall not be used in new applications. {R}

11.4.9. Airline directories, where posted, shall be current and up-to-date. {R}

Bus Shelters

11.4.10. Bus headways shall be prominently displayed. {R}

11.4.11. Airline directories, where posted, shall be current and up-to-date. {R}

11.5 Assistance to Passengers with Reduced Mobility by Permitted Ground Transportation Operators (See Standard 19.0)

11.5.1 Permitted bus and van ground transportation operators will provide regular service or para-transit or other special transportation service at no additional cost for persons with reduced mobility, including those persons using non-collapsible motorized wheelchairs. {R}

11.5.2 Permitted bus and van ground transportation operators should provide the service described above at posted times or as agreed upon for pre-arranged service or within one (1) hour of the request for such service at Ground Transportation Information Center. {R}

12.0 – Taxi Dispatch

12.1 Standards of Cleanliness

12.1.1 Taxi booths shall have clean windows and be free of graffiti. {R}

12.1.2 Taxi booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines and personal electronic devices. {R}

12.1.3 Taxi passengers waiting areas shall be clean and free of debris including gum and cigarettes. {R}

12.2 Standards of Condition

12.2.1 Taxi booths windows shall be in good condition, free of scratches and broken pieces. {R}

12.2.2 All taxi booths shall be in good condition with no dents, scrapes, debris or peeling paint. {R}

12.2.3 Taxi passenger waiting areas shall be in good condition with no cracks or missing surface areas. {R}

12.2.4 Queue line railing, where installed, shall be free of defects. {R}

12.3 Functionality

12.3.1 In the event of a shortage of taxicabs, staff shall advise customers of alternative means of transportation. {R}

12.4 Signs, Directions, and Information

12.4.1 Handwritten signs shall not be used and temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

12.4.2 A plaque with the Taxi Dispatcher's name shall be clearly visible at each Taxi Dispatch Booth. {R}

13.0 – Parking Lots & Garages

13.1 Standards of Cleanliness

13.1.1 Crosswalks, sidewalks and parking lot surfaces shall be clean and free of all dirt and debris. {R}

13.1.2 Escalators and elevators shall be clean and free of debris. {R}

13.1.3 Trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

13.1.4 All structures and equipment shall be free of dirt and graffiti. {R}

13.1.5 All light fixtures and assemblies shall be clean and free of graffiti. {R}

13.1.6 All windows shall be clean and free of streaks and smudges and be clear of obstructions. {R}

13.1.7 Parking lot bus shelters shall be clean and free of debris. {R}

13.1.8 Cashier booth interiors shall be clean and free of visible clutter, such as newspapers, books, magazines, and personal belongings. {R}

13.1.9 Drains shall be clear and free of debris. {R}

13.1.10 Unpleasant odors shall not be detected. {R}

13.1.11 Telephones and telephone areas shall be clean and free of debris. {R}

13.2 Standards of Condition

13.2.1 Parking lot surfaces shall be well maintained, smooth and free of potholes and weeds. {R}

13.2.2 Escalators and elevators shall be in good condition with no gouges, scratches, graffiti and broken pieces. {R}

13.2.3 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

13.2.4 All equipment including Ticket Issuing Machines (TIM's) shall be in good condition. {R}

13.2.5 All structures shall be in good condition with no gouges, scratches, graffiti or broken pieces or rust. {R}

13.2.6 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts. {R}

13.2.7 All windows shall be in good condition, free of marks, scratches and broken or missing pieces. {R}

13.2.8 All bus shelters shall be in good condition with no gouges, scratches, graffiti or broken pieces. {R}

13.2.9 There shall be no standing water more than one-half inch (1/2") deep, eight (8) hours after a rainstorm. {R}

13.2.10 Phone and intercoms shall be in good condition with no gouges, scratches, graffiti or broken pieces. {H}

13.2.11 Striping shall be visible. {R}

13.2.12 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

13.3 Standards of Functionality

13.3.1 All lighting shall conform to Illumination Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

13.3.2 Properly uniformed and identifiable personnel shall be readily available to assist customers during designated travel periods and to respond to emergency situations. {H}

13.3.3 All equipment shall be functioning and in good working order. {R}

13.3.4 Every parking lot shelter shall have an emergency phone in good working order with clear instructions. {H}

13.3.5 All telephone and intercoms shall be in good working order with appropriate volume and all functions operating. {H}

13.3.6 Escalators and elevators shall be in working order. {R}

13.3.7 Elevator button lights and switches shall be operational. {R}

13.3.8 Each elevator emergency phone or communication device shall be in working condition. {H}

13.3.9 A "red light" shall be displayed indicating a closed lane. {R}

13.3.10 Vehicle queues at parking exit plazas shall not exceed a maximum allowable queue length or other measurable criteria as defined in the parking operators agreement with the Port Authority. {R}

13.4 Signs, Directions, and Information

13.4.1 Parking rates and fees, indicating the maximum rate for a 24-hour period as well as the credit cards accepted, shall be prominently displayed at all entrances and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.2 Handwritten signs shall not be used and all temporary signs shall be consistent with the Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.3 Aisle numbers and markings shall be visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.4 Signing in bus shelters shall display the bus stop number, the schedule, or frequency of service, airline locations (at LGA) and route information and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.5 Signing for "help" phones and services shall be clear and visible and consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

13.4.6 A plaque with the cashier's name and a telephone number for customer comment or complaint shall be clearly visible at each cashier booth. {R}

13.4.7 Emergency phones shall be clearly marked/identifiable and readily available. {H}

13.0 – Parking Lots & Garages

13.5 Standards of Parking Employees

In addition to the following standards, all employees shall conform to the same Employee, Attitude, Appearance and Knowledge as outlined in Standard 1.0.

13.5.1 If requested, parking employees shall be capable of providing driving directions to other major airports and off airport areas verbally and/or with printed materials. {R}

13.5.2 Employees shall "thank" every customer and offer a receipt. {R}

14.0 - Construction

All areas undergoing renovation or construction shall present a neat appearance with all necessary signing in place and appropriate safety measures taken. Moreover, adherence to all procedures outlined in the Tenant Alteration Procedures and Standards Guide is essential.

14.1 Standards of Cleanliness

14.1.1 All surface areas in proximity to the work site shall be free of dust and debris and present a clean appearance. {R}

14.1.2 Temporary walls and screening shall be free of graffiti, dirt and debris. {R}

14.2 Standards of Condition

14.2.1 No work area shall present a hazard, which may cause a customer or employee to slip, fall or be hit by falling debris or construction materials. {H}

14.2.2 Temporary walls shall be finished with visibly attractive scenes or renderings of the project or any temporary signs consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

14.2.3 Storefronts under construction shall have a "uniform" barrier wall or "window dressing" that is attractive and conceals construction activity, as indicated in the Tenant Alteration Application (TAA). {R}

14.2.4 Air conditioning and heating shall be uninterrupted in the public areas of the airport facility. {H}

14.2.5 Floors shall be dry and free of spills or water. {R}

14.2.6 Temporary walls/barricades shall be well maintained with no holes, dents, marks or tears. {R}

14.2.7 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced and no visible broken parts.. {R}

14.2.8 No unpleasant odors shall be emitted from the construction site. {R}

14.2.9 Sound suppression efforts shall be employed that meets the airport's operational restrictions on noise in passenger terminal buildings. This may include confining work to certain times of the day. Whenever possible, construction equipment, electrical equipment and tools shall not be visible to customers. {R}

14.2.10 Construction workers shall obtain and prominently display official identification. {H}

14.3 Standards of Functionality

14.3.1 Placement of construction walls or other interior construction activities shall not degrade existing lighting quality or standards in the vicinity of the construction area. {R}

14.3.2 All lighting shall conform to Illuminating Engineering Society of North America (IES) standards. {R}

14.3.3 Construction activity shall be designed to minimize interference with passenger circulation paths, and if construction does impede with circulation alternative routes will be established in a safe manner. {H}

14.3.4 Construction employees shall comply with all relevant Port Authority "Airport Rules and Regulations". {R}

14.3.5 Any major capital projects having impact on customer services shall be posted on appropriate websites. {R}

14.4 Signs, Directions, and Information

14.4.1 Signing and information shall be made available to customers explaining the benefits of the project, what is being renovated or constructed, and when it will be completed. {R}

14.4.2 Signs designating alternate facilities shall provide clear directions and hours of operation. {R}

14.4.3 Adequate directional signing, consistent with Port Authority Aviation Signing and Wayfinding Standards, shall be provided when construction barricades hide or obstruct facilities, egress, and services. {R}

14.4.4 Renderings of the new facility shall be posted at appropriate locations. {R}

14.4.5 Handwritten signs shall not be used and temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

15.0 – Charter Operations

These standards are being issued to Terminal Operators, Aircraft Owners and/or Tour Operators involved in the operation of charter flights and ***exclude scheduled carriers*** who have established policies, procedure and guidelines to handle stranded and delayed passengers.

15.1 Standards for Representation

15.1.1 For arrivals only, an authorized representative of the aircraft owner and/or tour operator shall sign in and sign out with the Terminal Operator and be on duty one (1) hour prior to the scheduled arrival of the aircraft and two (2) hours after aircraft arrival.

15.1.2 For departures only, the aircraft owner or tour operator(s) shall have a minimum of one authorized representative on duty at least two and one-half (2-1/2) hours prior to the scheduled departure of the aircraft and shall remain on duty until the flight is air born. The representative shall sign-in and sign-out with the Terminal Operator.

15.1.3 Aircraft owner or tour operator(s) representatives shall be empowered to assist stranded passengers in all areas of customer service. (See Standard 17.0)

15.1.4 Prior to the approval of a schedule, the aircraft owner or tour operator(s) shall provide the Port Authority and the Terminal Operator with:

A. The name of the Company responsible for providing information, assistance and accommodations to passengers in the event of a delay, cancellation or other problem situation;

B. Name(s) of all authorized representative(s) on duty;

C. 24-hour telephone contact;

D. 24-hour fax number;

E. E-mail address;

F. Mailing address;

G. The name of ground handling company;

H. Name and contact of handling company's authorized representative;

I. Name of company or party responsible for all fees including, but not limited to: landing, passenger fees, handling, fuel, catering, security, passengers' inconvenience, mishandled baggage, additional maintenance, etc.

J. Provide website address for posting of information.

15.1.5 The Company responsible for all fees and ancillary costs shall post a bond in an amount and form at the discretion of the Port Authority prior to each season during which it plans to operate.

15.1.6 The Company responsible for all fees and ancillary cost shall confirm in writing to the Port Authority and the Terminal Operator that it has obtained all slot approvals and shall identify the handling company and location for processing arriving and departing passengers and baggage for all tenant operated facilities.

15.1.7 An Airline or ground handling company that enters into an agreement with an aircraft owner or tour operator(s) to provide facilities, passenger and baggage check-in and assistance on arrival, shall include these standards in the arrangements and make every effort to assist stranded passengers.

15.2 Standards for Information

15.2.1 The proposed flight schedule shall be provided to the Port Authority at least 72 hours prior to the flights scheduled arrival or departure time. For EWR Terminal B operation requests, flight schedules shall be submitted at least fifteen (15) days prior.

15.2.2 Passengers shall be provided with access to 24 hour a day arrival and departure information.

15.2.3 Passengers shall be notified of all check-in and arrival location information including terminals, check-in locations and time requirements, as well as scheduled arrival time and procedures prior to their arrival at the airport.

15.2.4 For international flights, the aircraft owner or tour operator(s) shall notify passengers of all required documentation for originating and destination country.

15.0 – Charter Operations

15.3 Standards for Services in case of flight delay or cancellation

15.3.1 Authorized representative(s) shall inform passengers of flight status (delay or cancellation) no later than fifteen (15) minutes after scheduled departure time, and shall repeat an advisory process every thirty (30) minutes, or as required.

15.3.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required.

15.3.3 When ticket prices for chartered flights include a package of airfare, hotel, meals and ground transportation, passengers shall be informed in advance and in writing of any re-accommodation, compensation or refund policy in the event of extensive (24 hours or more) delay or cancellation.

16.0 – Ramp and Airside Areas

Ramp and airside areas are clearly visible to the traveling public from departing and arriving aircraft as well as from airport terminals. Ramp condition, cleanliness and general appearance can greatly influence the overall perception of the airport and work towards accomplishing the goal of achieving customer satisfaction. These standards shall apply to all terminal operators, airlines, cargo facility operators, the Port Authority, ground service/handling companies and all their contractors and sub-contractors.

In order to implement and enforce the Ramp and Airside Airport Standards, a separate facility quality assurance review program will be developed with partners

16.1 Standards of Ramp Cleanliness

16.1.1 All Ramp/Airside areas shall be free of Foreign Object Debris (FOD) in accordance with FAA advisory Circular 150/5380-5B and Port Authority Rules and Regulations. {H}

16.1.2 All ramp areas under the responsibility of terminal operators or the airport authority shall be clean and free of debris, grease and oil and have "speedi-dry" type material available. {H}

16.1.3 Entrance and exit doors and frames to/from ramp areas shall be free of dirt and grime. {R}

16.1.4 All windows visible from ramp/airside shall be clean and free of streaks and smudges. {R}

16.1.5 All trash receptacles shall be emptied in order to prevent the overflow of debris. {R}

16.1.6 Walls, columns and doors shall be clean and free of graffiti. {R}

16.1.7 All service roads, as well as walkways and sidewalks shall be clean and free of debris. {R}

16.1.8 Interline Baggage transfer areas shall be clean and free of debris. {R}

16.1.9 All drains shall be clear and free of debris. {R}

16.1.10 Guard booth interiors shall be clean, free of debris, clutter and graffiti and have no personal items visible. {R}

16.1.11 Guard booth windows shall be clean and free of streaks and smudges, and dirt and grime. {R}

16.2 Standards of Equipment Cleanliness

16.2.1 All ground support equipment (motorized and non-motorized equipment) shall be clean and free of debris. {R}

16.2.2 Buses and/or Mobile Lounges shall be clean and have a freshly washed appearance. {R}

16.2.3 Bus and/or Mobile Lounge seating shall be clean and free of graffiti. {R}

16.2.4 Bus and/or Mobile Lounge windows shall be clean and free of streaks and smudges and free of dirt and grime. {R}

16.2.5 Bus and/or Mobile Lounge carpet and floors shall be free of debris and stains and shall appear clean. {R}

16.2.6 Aircraft loading bridges shall be clean and free of debris and have a freshly washed appearance. {R}

16.3 Standards of Ramp Condition

16.3.1 Unserviceable equipment (motorized and non-motorized) shall not be stored at the Air Terminal. Storage of such equipment is permitted on a temporary basis in cargo and/or compound areas, out of sight of the general public, while scheduling the equipment's removal from airport property. {R}

16.3.2 All service roads, as well as walkways and sidewalks shall possess clearly defined pavement markings. {R}

16.3.3 All fences and barriers shall be well maintained, rust free and properly secured. {R}

16.3.4 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

16.3.5 All ramp surface areas shall be smooth and free of potholes and weeds. {R}

16.3.6 All service roads shall be well maintained and free of potholes and weeds. {R}

16.3.7 Guard booths shall present a well-maintained appearance, free of clutter, debris and graffiti. {R}

16.3.8 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

16.3.9 All ramp surface areas shall be clearly marked to support marshalling program of both aircraft and ground support equipment. {H}

16.4 Standards of Equipment Condition

16.4.1 Ground Support Equipment shall be parked and stored in clearly striped, designated areas. {R}

16.4.2 Ground Support Equipment shall be in good condition and in accordance with Port Authority Police inspections. {R}

16.4.3 Bus and/or Mobile Lounge seating shall be free of rips, tears and broken parts. {R}

16.5 Standards of Equipment Functionality

16.5.1 Buses and/or Mobile Lounges shall be in good working order. {R}

16.5.2 Buses and/or Mobile Lounges heating and air conditioning units shall be in working condition. {R}

16.5.3 Buses and/or Mobile Lounges shall not make excessive noise or give off unpleasant odors and fumes. {R}

16.5.4 Communication equipment on Buses and/or Mobile Lounges shall be clear and audible. {R}

16.5.5 Ramp equipment parked and cargo including containers shall be staged in an orderly fashion. {R}

16.5.6 Ground Support Equipment shall be maintained in good working order with no obvious fuel, oil or grease leaking on the ramp surface. {R}

16.5.7 Aircraft loading bridges shall be in good working order. {R}

16.5.8 Interline baggage transfer equipment shall be in good working order. {R}

16.5.9 Where applicable Terminal Operators shall provide clearly marked walkways from terminal to aircraft so as to safely deplane and board passengers and flight crews. {R}

16.6 Signs, Directions, and Information

16.6.1 Handwritten signs shall not be used and any temporary signs shall be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

16.6.2 Gate numbers shall be clearly marked and visible at all times. {R}

17. 0 – Assistance to Stranded Passengers

In order to implement and provide customer service during severe delays, a joint committee consisting of Terminal Operators, Airlines and the Port Authority will establish an arrangement to house, feed and transport, or provide cots, blankets and pillows to passengers during late night hours when such services are not usually available.

The Port Authority will arrange for the presence of necessary Port Authority service providers to furnish applicable services during late night hours.

The Following Defines "Stranded Passengers"

Passengers are considered stranded ***on board an aircraft***, when an aircraft is delayed at a remote parking position for more than two (2) hours on departure and thirty (30) minutes on arrival, with no access to lavatories, food, beverage, medical assistance or communication, or are unable to disembark or unable to be transported to a terminal building.

Passengers are considered stranded ***inside a terminal***, when a flight is delayed or cancelled and the airline or terminal operator is unable to provide timely information on the status of the flight or alternate means of accommodations. Passengers will also be considered stranded ***inside a terminal*** when they are unable to arrange landside transportation for any number of reasons.

The Following Defines "Areas of Responsibility"

Assistance to arriving or departing passengers stranded on board an aircraft shall be the responsibility of the airline. Assistance to departing or arriving passengers stranded inside a terminal is the responsibility of the airline, and in some cases the Terminal Operator or the Port Authority. Airlines shall be responsible for providing accurate and up to date information to the general public.

17.1 Assistance to passengers stranded on board an aircraft

17.1.1 Passengers shall be informed, in a timely and frequent manner, of existing traveling conditions, whether a delay or cancellation, and the arrangements to deplane the aircraft when stranded on board an aircraft for sixty (60) minutes or longer. {H}

17. 0 – Assistance to Stranded Passengers

17.1.2 Special attention shall be provided to passengers with reduced mobility (PRM) or special needs such as the elderly disabled, passengers with medical conditions, unaccompanied children, passengers with very young children and passengers speaking foreign languages. {H}

17.1.3 Passengers shall be provided with essential needs such as food, water, heat and air conditioning and restroom facilities on board. {H}

17.2 Assistance to passengers stranded inside the terminal

17.2.1 Airlines and/or terminal operators shall keep passengers informed of known delays, cancellations and diversions with frequent announcements as established by each airline. {R}

17.2.2 In accordance with airline's and/or terminal operator's procedures, food, refreshments, restroom facilities and medical assistance shall be made available as required. {H}

17.2.3 In accordance with airline procedures, reasonable efforts shall be made to safeguard the travel of passengers with down line connections and reservations including making alternate arrangements as required. {R}

17.2.4 Airlines are encouraged to provide passengers with any additional services as described by ATA Carriers in their respective "Customer Service Commitments" and by the DOT "Fly-Rights" publication. {R}

17.3 Arriving flight information provided to the general public

17.3.1 Airlines and/or terminal operators shall have a responsibility to provide accurate and timely information to the general public including but not limited to scheduled time of arrival, estimated time of arrival, notices (or announcements) explaining reason for flight delay, cancellation or diversion, and updating the arrival information recorded messages and all electronic flight information systems on a timely basis. {R}

18. 0 – AirTrain

18.1 Standards of Cleanliness

Stations: Interior

18.1.1 Seating shall be clean and free of stains. {R}

18.1.2 Carpet and floors shall be free of debris and stains and shall appear clean. {R}

18.1.3 All floor mats shall be clean and properly aligned. {R}

18.1.4 All planters shall be clean and free of dust and debris. {R}

18.1.5 Windowsills shall be free of dust and debris. {R}

18.1.6 Windows and doors shall be clean and free of streaks and smudges. {R}

18.1.7 Trash receptacles shall be clean and not overflowing. {R}

18.1.8 Walls shall have a clean appearance, free of dirt and marks. {R}

18.1.9 Floors shall be dry, free of spills or water. {H}

18.1.10 Ceilings shall be dust free and unsoiled. {R}

18.1.11 Light fixtures and assemblies shall be clean and free of dust. {R}

18.1.12 Telephones and telephone areas shall be clean and free of debris. {R}

18.1.13 Pictures, frames, directories and advertising shall be clean and free of dust and graffiti. {R}

18.1.14 Heating and air conditioning units shall be clean and free of dust. {R}

18.1.15 Elevator cab walls and floors shall be clean and free of debris and graffiti. {R]

18.1.16 Escalators shall be clean and free of debris and graffiti. {R}

18.1.17 All Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be clean and free of dust. {R}

18.0 – AirTrain

Stations: Exterior

18.1.18 Entrance and exit doors shall be clean and free of smudges, dirt and grime. {R}

18.1.19 Windows shall be free of streaks and smudges. {R}

18.1.20 Trash receptacles shall be clean and emptied to prevent the overflow of debris. {R}

18.1.21 Awnings, where present, shall be clean at all times. {R}

18.1.22 Walls shall be clean and free of graffiti. {R}

18.1.23 Light fixtures and assemblies shall be clean and free of dust. {R}

Trains:

18.1.24 Exteriors shall be clean and have a freshly washed appearance. {R}

18.1.25 Pictures, frames, directories and advertising shall be clean, and free of dust and graffiti. {R}

18.1.26 Seating shall be clean and free of stains. {R}

18.1.27 Walls shall be clean and free of graffiti and scratches. {R}

18.1.28 Ceilings shall be dust free and unsoiled. {R}

18.1.29 Carpet shall be free of holes, rips, worn or frayed areas and flooring shall be free of large gouges, cracks, gum and stains. {R}

18.1.30 Floors shall be dry, free of spills and water. {H}

18.1.31 Windows shall be free of streaks and smudges. {R}

18.1.32 Doors shall be clean. {R}

18.1.33 Light fixtures and assemblies shall be clean and free of dust. {R}

18.0 – AirTrain

18.2 Standards of Condition

Stations: Interior

18.2.1 Seating shall be free of rips, tears and missing or broken parts. {R}

18.2.2 Carpet shall not be worn or frayed, and tile and floors shall be free of large gouges, cracks and missing pieces. {H}

18.2.3 Floor mats shall be in good condition, without obvious wear and frays. {R}

18.2.4 Planters shall be in good condition, free of any visible damage. {R}

18.2.5 Windowsills shall be in good condition without any missing or broken pieces. {R}

18.2.6 Glass in windows and doors shall have no broken or cracked panes. {H}

18.2.7 Trash receptacles shall be in good condition with no dents, marks or peeling paint. {R}

18.2.8 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.9 Ceilings shall be in good condition, even across the ceiling and free of visible damage. {R}

18.2.10 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.11 Telephones and telephone areas shall be in good condition, with no broken pieces. {R}

18.2.12 Pictures, frames and advertising shall be in good condition, free from marks, scratches and missing or broken pieces. {R}

18.2.13 Heating and air conditioning units shall be in good working condition. {H}

18.2.14 Escalators and elevators shall be in working condition. In cases of two-way passenger flow where more than one escalator exists and one escalator is inoperative, the operative escalator shall be in the ascending direction. {R}

18.2.15 Flight Information Display System (FIDS) and Passenger Information Display System (PIDS) monitors shall be in good condition, with no visible damage. {R}

18.2.16 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.2.17 Employees' personal belongings shall not be visible. {R}

18.2.18 Platform bumpers shall be free of tears and missing or broken parts. {H}

Stations: Exterior

18.2.19 Sidewalks shall be smooth and free of large cracks or missing surface areas. {H}

18.2.20 Entrance and exit doors shall be in good working order. {R}

18.2.21 Windows shall be in good condition with no scratches, chips or broken pieces. {R}

18.2.22 Trash receptacles shall be in good condition, without dents, marks or peeling paint. {R}

18.2.23 Awnings, where present, shall be in good condition with no visible damage. {R}

18.2.24 Walls and columns shall be in good condition, free of marks, scuffs, dents or gouges. {R}

18.2.25 All light fixtures shall be in working order with all visible lamps operating and all burned out lights replaced. {R}

18.2.26 Only authorized vehicles shall utilize restricted curb areas. {R}

18.2.27 Snow and ice is removed from walkways, roadways and guide ways to prevent any safety hazard. {H}

18.2.28 Roadways are well maintained and free of potholes. {R}

18.2.29 Baggage carts shall be readily available. {R}

18.0 – AirTrain

Trains

18.2.30 Exteriors of the trains shall be in good condition, free of visible damage. {R}

18.2.31 Pictures, frames and advertising shall be in good condition, with no marks, scratches or visible damage. {R}

18.2.32 Walls shall be in good condition, free of marks, scuffs, dents or scratches. {R}

18.2.33 Trains shall be in good working order and do not give off unpleasant fumes or noise. {R}

18.2.34 Seating shall be free of tears, rips or graffiti. {R}

18.2.35 Doors shall be in good working order. {H}

18.3 Standards of Functionality

Stations: Interior

18.3.1 Flight Information Display System and Passenger Information Display System, shall be clear, visible and accurate. {R}

18.3.2 Elevator button lights and switches shall be operational. {R}

18.3.3 Each help phone on the platform and each elevator emergency phone or communication device shall be in working condition. {H}

18.3.4 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

Stations: Exterior

18.3.5 Unattended baggage carts shall be returned to dispenser racks promptly or located so as not to impede the flow of passengers or vehicles, and not allowed to collect in an unsightly manner. {R}

18.3.6 Public address systems shall be clear and audible. {R}

18.3.7 All lighting shall conform to the Illuminating Engineering Society of North America (IES) standards as they pertain to this area and activity. {H}

Trains:

18.3.8 Waiting times at EWR shall not exceed:

- Three (3) minutes, between the hours of 1100 and 2000
- Four (4) minutes, between the hours of 0500 and 1100, and 2000 and 2400, and
- Twenty-four (24) minutes between 2400 and 0500

Waiting times at JFK shall not exceed:

- Nine (9) minutes, between the hours of 0600 and 1430
- Nine (9) minutes, between 1430 and 0000
- Thirteen (13) minutes, between 0000 and 0600

18.3.9 Air conditioning and heaters shall be in proper working condition and maintain appropriate temperatures. {R}

18.3.10 Automated announcements shall be audible and up-to-date. {R}

18.3.11 Public Address systems shall be clear and audible. {R}

18.3.12 Each help phone, emergency phone or communication device shall be in working order. {H}

18.4 Signs, Directions, and Information

18.4.1 Route/destination signing shall be clearly posted. {R}

18.4.2 Drop-off and Pick-up points shall be clearly designated. {R}

18.4.3 Directional signing shall be visible and correct at every decision point. {R}

18.4.4 Signing to gates, concourses and services shall be clear, visible and up-to-date. {R}

18.4.5 Flight Information Display System monitors shall be clear, visible and accurate. {R}

18.4.6 Handwritten signs shall not be used and all temporary signs must be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

18.4.7 Telephones and/or call boxes shall be easily identified. {R}

18.4.8 Maps and directories shall be accurate, up-to-date and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

19.0 – Assistance to Passengers with Reduced Mobility

Definition of "Passengers with Reduced Mobility"

Passengers with Reduced Mobility include, but are not limited to:

1. Persons with disabilities as defined by the American with Disabilities Act – An individual is "disabled" if he or she meets at least any one of the following tests:

    - He or she has a physical or mental impairment that substantially limits one or more of his/her major life activities
    - He or she has a record of such an impairment
    - He or she is regarded as having such an impairment

2. Passengers traveling with children and infants, or unaccompanied minors.
3. Passengers that do not speak English.
4. Passengers' requiring/requesting the aid of a mobility assistance representative.

Relevant Standards and Regulations

Relevant standards and regulations for accommodating Passengers with Reduced Mobility include, but are not limited to:

- The Air Carrier Access Act and the Department of Transportation rule (Title 14 CFR, Part 382).
- The Americans with Disabilities Act
- The International Civil Aviation Organization (ICAO) Annex 9 that includes a number of Standards and Recommended Practices (SARPs) concerning the access to air services and airport facilities by elderly and disabled persons including revisions by the Facilitation Division (FAL/11).
- Transportation Security Administration Training.

Areas of Responsibility

A. For Passengers with Reduced Mobility requiring or requesting assistance, the airline and/or terminal operator shall assist arriving Passengers with Reduced Mobility deplaning an aircraft and/or requiring assistance from the aircraft to the curb/ground transportation center or another assistance provider.

B. The airline and/or terminal operator shall assist departing Passengers with Reduced Mobility requiring assistance from the ticket counter and/or to board the aircraft.

C. For Passengers with Reduced Mobility requiring or requesting assistance, the Port Authority shall facilitate departing or arriving Passengers with Reduced Mobility between parking facilities and the terminal buildings or between terminals.

D. The terminal operator shall provide amenities (concessions, restrooms, telephones, etc.) directories of accessible areas, and clearly marked signing to facilities to accommodate Passengers with Reduced Mobility.

19.2 Assistance to Passengers with Reduced Mobility by an Airline or Terminal Operator

19.2.1 Passengers with Reduced Mobility shall receive assistance in getting to and boarding the aircraft and deplaning and getting to the curb in addition to making connections to other flights. {H}

19.2.2 Employees shall receive the necessary training to assist in moving and transporting Persons with Disabilities. {R}

19.2.3 Employees shall receive training in handling mobility aids and assistive devices (electric wheelchairs, respirator equipment, etc.) used by Persons with Disabilities. {R}

19.2.4 Airlines may require up to 48 hours advance notice to accommodate certain mobility aids and assistive devices that require preparation time for transport (e.g., respirator hook-up or transportation of an electric wheelchair on an aircraft). {R}

19.2.5 Unaccompanied minors shall not be left unattended. {H}

19.2.6 Employees shall be available to assist Passengers with Reduced Mobility who are unable to move independently. {H}

19.2.7 Passengers with Reduced Mobility being dropped off shall be able to obtain assistance at the curbside within five (5) minutes. {H}

19.2.8 Each terminal operator shall ensure that telephones equipped with telecommunication devices for the deaf (TDD's) are provided and are clearly marked on directories and above the telephones. {R}

19.0 – Assistance to Passengers with Reduced Mobility

19.3 On-Airport Assistance to Passengers with Reduced Mobility

19.3.1 The Port Authority will make available para-transit or other special transportation services to Persons with Disabilities who cannot use fixed route bus/rail service between terminal buildings. {R}

19.3.2 The fixed route bus/rail services shall be accessible as required by the Americans with Disabilities Act. {R}

19.3.3 The Ground Transportation Information and/or Help Centers shall provide information to Passengers with Reduced Mobility using bilingual or multilingual brochures with internationally recognized symbols and/or interactive display systems. {R}

19.3.4 Unaccompanied minors shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.3.5 Passengers with Reduced Mobility, who cannot move independently, shall not be left unattended in any parking facility or in an AirTrain station. {H}

19.4 Provision of Wheelchairs to Passengers with Reduced Mobility

19.4.1 Each terminal shall provide wheelchairs to assist in the movement of Persons with Disabilities. Wheelchairs shall meet the industry standards. {R}

19.4.2 Airlines shall each provide boarding wheelchairs and rams or mechanical lifts for boarding an aircraft not affixed to a loading bridge. {R}

19.4.3 All wheelchairs may be subject to an inspection of:

A. Armrests - - sharp edges, cracks, burrs on screw heads, protruding screws, secure fit and locks engage squarely, all fasteners are present and tight;

B. Wheelchair back - - upholstery for rips, tears and tautness; all attaching hardware is present and tight; handgrips are tight and do not rotate on post; back-post brace joints are not cracked, bent or damaged; safety belts are checked for fraying and hardware functionality;

C. Seats, cross braces and frames - - upholstery for rips, tears and tautness; attaching hardware is present and tight; check for stripped screws and burrs on screw heads; folding chairs should be checked for sticking; cross braces are checked for bent rails or cracks and the center pin nut is present; front post slides are straight; seat rail guides are present;

D. Wheel locks - - securely engage the tire surface and prevent the wheel from turning; rubber tip is present;

E. Large wheels - - no wobbling or side-play indicating worn bearings; tires do not have excessive wear or cracks; axles and axle-lock nuts are functioning properly;

F. Casters - - check for signs of bending on sides and stems of forks and be sure stem is firmly attached to fork; check stem bearings for excessive play both up and down as well as back and forward; check for excessive wobble in bearings; check tire for excessive wear or cracks; and,

G. Footrest/leg rest - - check frame for damage and confirm secure fit of locking mechanism; check for sharp edges in foot plates and foot plate springs; proper operation for length adjustment hardware, all hardware is present and proper tightness; foot rest bumpers are present.

19.4.4 All wheelchairs shall be well maintained and in good condition. {R}

19.4.5 Each airline shall ensure that an adequate number of wheelchairs are available to meet the required demand. {R}

19.4.6 All airline terminals shall provide an adequate number of electric carts to meet the required demand. {R}

19.4.7 All electric carts shall be in good condition, free of dents, ripped seating and any visible damage or broken parts. {R}

19.4.8 All electric carts shall be equipped with an audible and visual alert signal to alert passengers to its' presence. {R}

19.4.9 All electric carts shall operate in a safe manner that at no point compromises the safety of pedestrians in the terminal. {H}

19.5 Signs, Directions and Information

19.5.1 All facilities and devices for Persons with Reduced Mobility shall be clearly marked and be consistent with Port Authority Aviation Signing and Wayfinding Standards. {R}

20.0 – Public Circulation and Queue Management

The Following Defines "Circulation Areas"

Circulation areas are comprised of publicly accessible areas inside or outside the terminal buildings occupied by persons walking or standing, exclusive of those spaces required for organized passenger queuing. Circulation areas include, but are not limited to, ticket lobbies, passenger waiting areas, food court concession areas, concourses, corridors and hallways, sidewalks, escalators and moving walkways, and pedestrian bridges.

The Following Defines "Queuing Area"

Queuing areas are comprised of publicly accessible areas inside or outside the terminal building dedicated to the organization of passengers waiting for service. Queuing areas include, but are not limited to, those areas dedicated to accommodate passengers approaching ticket counters, security screening areas, Customs and Border Protection areas, concessions, self-serve ticket kiosks, gate areas, information kiosks, and ground transportation areas.

Areas of Responsibility

A. Airlines shall manage the circulation and queuing activity in their lease areas including boarding areas, ticket counters, self-serve ticket kiosks, baggage offices, and other areas that are used by passengers to queue for airline services which include areas that may fall outside an airline's lease line.

B. Concession tenants shall manage the circulation and queuing activity within their respective lease areas.

C. The Terminal Operator and/or Airline shall manage circulation and queuing activity at passenger and baggage security screening checkpoints.

D. The terminal operator or the Port Authority shall manage the circulation and queuing activity in all public spaces not included in the lease areas of the airlines or other tenants.

E. Airline employees shall inquire of passengers at check-in queues regarding departure times and destinations and shall assist passengers in resolving problems when lines are lengthy.

F. The terminal operator and/or airline shall manage and control the circulation and queuing activity in their lease areas of the FIS with input from Customs and Border Protection.

20.1 Standards for Managing Passenger Circulation

20.1.1 Unattended baggage carts shall be returned to dispenser racks or removed so as not to impede the flow of passengers. {R}

20.1.2 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct circulation requirements of persons with reduced mobility. (Refer to Standard 19.0). {R}

20.1.3 Objects shall not be placed or installed in a permanent or temporary manner that will obstruct primary public flow paths, doorways, elevator/escalator entrances, and other public circulation areas. {R}

20.1.4 Objects shall not be placed or installed in a permanent or temporary manner in areas where passenger flows must be maintained for purposes of providing public safety, including but not limited to stairways, escalator deboarding areas, roadway curbsides and emergency exit lanes, corridors or access points. {R}

20.1.5 Objects shall not be placed or installed in a permanent or temporary manner that promotes the development of a crowd that results in decreased public mobility or an unsafe condition. {R}

20.1.6 Lighting in public circulation areas shall be provided in accordance with Illuminating Engineering Society of North America (IES) standards. {H}

20.1.7 Preventative maintenance of facilities, cleaning, or other routine activities shall be performed so as to not interfere with primary public circulation paths. {R}

20.1.8 Provide and maintain adequate way finding to promote efficient public circulation. {R}

20.1.9 Objects shall not interfere with the public's visual field so as to effect public orientation and understanding of designated flow paths. {R}

20.2 Standards for Managing Passenger Queuing Areas

20.2.1 Organized queuing procedures shall be developed and formalized queuing areas shall be provided in locations where public queuing is likely to result in unsafe conditions, service stoppage, or an impediment to adjacent passenger flows. {R}

20.2.2 Designated queuing areas shall be properly sized based on anticipated passenger use in each terminal and shall be maintained to accommodate future public circulation and queuing demands. {R}

20.2.3 Public queues for a facility shall not extend beyond the tenant's designated lease area unless authorized by the Port Authority. {R}

20.2.4 The Port Authority or terminal operators shall be notified if public queues are anticipated to obstruct or are actually obstructing adjacent passenger flows in a manner that decreases public mobility or results in an unsafe condition. {R}

20.2.5 The tenant shall actively manage public queues at locations where the massing of people could result in an unsafe condition (e.g., adjacent to an escalator deboarding areas or curbside roadways) or impede primary public flow patterns. {R}

20.2.6 Public queues shall not extend or be formed outside a terminal building where shelter is not available. {H}

20.3 Stanchion Appearance and Locations

20.3.1 Placement of floor stanchions shall not interfere with public circulation, queuing or wayfinding. {R}

20.3.2 Stanchion belts should not exceed 7' in length between posts, be less than 2" in width, be less than 0.0275" thick and the post should not be less than 2" in diameter. {R}

20.3.3 Stanchion posts shall not exceed 40" in height, the bases shall not exceed 14" in diameter and any stanchion post weight shall not exceed 28 lbs. {R}

20.3.4 Stanchion belts and posts shall match in color, type and quality. The use of a combination of various stanchions, ropes, belts, etc. is not permitted. {R}

20.3.5 Stanchion belts or ropes should never be tied together. {R}

20.3.6 Stanchions, ropes, "tensa barriers" shall be well maintained and in good repair. {R}

20.3.7 Stanchions, ropes, "tensa barriers" shall be arranged in a neat and orderly fashion and not stored in public view. {R}

20.3.8 Stanchions, ropes, "tensa barriers" shall be clean and free of dust, tape and smudges. {R}

21.0 – Orderly Evacuation and Resumption of Services

Definition of "Emergency Situation"

A. An emergency situation is defined as any event that threatens, or has the potential to threaten, the life, health, and safety of individuals at the airport. Emergency situations include, but are not limited to, (a) fire, (b) security, (c) power outage, and (d) natural disaster.

B. Security emergencies include, but are not limited to, security breaches, threats against a specific facility or airline, acts of violence in pre- or post-security areas, bomb threats, unattended baggage or parcels and biological or chemical threats.

21.1 ***Airline Assistance***

21.1.1 All airline employees and airline contractors shall be knowledgeable in terminal emergency and evacuation procedures.

21.1.2 All airline employees shall be familiar with airport emergency procedures.

21.1.3 In case of fire, power outage or natural disaster emergency, airline employees shall follow terminal operator and Port Authority Police instructions for emergency procedures.

21.1.4 In case of a security emergency, airline employees and contract employees shall at the direction of the Port Authority Police and the Transportation Security Administration (TSA) clear gates, boarding areas, and holding areas of all people (passengers, employees and other airport visitors) in a safe orderly, and efficient manner, and direct them to the nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.1.5 In case of a gate emergency involving an aircraft with passengers on board, airlines and FAA emergency procedures shall apply.

21.1.6 Airlines shall at all times have an on-duty employee designated as an "Emergency Representative" who shall communicate effectively with the Port Authority Police, the TSA, the terminal operator and customers and as applicable with Customs and Border Protection (CBP) to coordinate a safe orderly and efficient evacuation in the event of an emergency situation.

21.1.7 The Emergency Representative shall communicate and coordinate effectively with the TSA, CBP, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.1.8 After a departure emergency situation subsides, the Emergency Representative shall provide the Port Authority Police and the TSA flight departure information to effectuate an orderly and efficient re-screening of passengers according to the priority of departing flights.

21.1.9 After an arrival emergency situation subsides, the Emergency Representative shall provide the Port Authority Police, terminal operator and as applicable Custom and Border Protection, arrival information to effectuate an orderly and efficient deboarding and clearance of passengers, and what is being communicated to other airport customers waiting in the baggage claim area.

21.1.10 International arriving passengers and flight crewmembers that have been cleared through Federal Inspection Services (FIS), shall be directed to proceed with all other customers and employees when evacuating the premises, as established in the CBP Continuity of Operations Plan. (COOP).

21.1.11 International arriving passengers and flight crewmembers that have not yet been cleared through FIS, shall be evacuated in a manner established by the CBP's COOP. The Port Authority will be provided with such plans, by the CBP, on an annual basis.

21.2 Airport Tenant Responsibilities

21.2.1 All airport tenants shall be knowledgeable in terminal emergency and evacuation procedures.

21.2.2 All employees of airport tenants shall be familiar with airport emergency procedures.

21.2.3 In case of fire, power outage or natural disaster emergency, airport tenant employees shall follow Port Authority Police, or terminal operator instructions for emergency procedures.

21.2.4 In case of a security emergency situation, airport tenants shall clear their leased space of all customers and employees in a safe, orderly, and efficient manner, and direct them to nearest security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency).

21.2.5 Airport tenants shall at all times have an on-duty employee designated as an "Emergency Representative" who will communicate effectively with Port Authority Police, TSA, CBP, the terminal operator and airport customers to coordinate a safe, orderly, and efficient evacuation of the airport tenant's leased space in the event of an emergency situation.

21.3 TSA Responsibilities

21.3.1 The TSA employees shall be knowledgeable in terminal emergency procedures.

21.3.2 All TSA employees shall be knowledgeable of all airport emergency procedures. Given that TSA employees may work at a number of security checkpoints throughout the Port Authority Airport system, TSA employees must be familiar with the airport emergency procedures at all terminals for each airport.

21.3.3 In case of a security emergency situation, TSA employees shall coordinate with the Port Authority Police and direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.3.4 In case of fire, power outage or natural disaster emergency, the TSA shall coordinate emergency procedures with the Port Authority Police and the terminal operator to ensure an efficient and orderly evacuation and re-screening of airport customers and employees and follow departure service resumption process. (See Standard 21.8)

21.3.5 TSA employees shall communicate effectively with airlines, terminal operators, and the Port Authority Police to inform airport customers of the nature of the emergency and to ensure airport customer essential needs are met.

21.3.6 After the emergency situation subsides, TSA employees shall communicate effectively with airline Emergency Representatives, terminal operators, and the Port Authority Police to effectuate an orderly and efficient security checkpoint re-screening process according to the priority of departing flights.

21.4 Terminal Operator Responsibility

21.4.1 All terminal operator and Port Authority employees shall be knowledgeable with terminal emergency procedures.

21.4.2 All terminal operator and Port Authority employees shall be knowledgeable with airport emergency procedures relating to their terminal.

21.4.3 In case of fire emergency, power outage or natural disaster emergency, the terminal operator and Port Authority employees shall coordinate evacuation procedures with Port Authority Police, airlines, TSA, airport tenants, CBP to ensure an efficient and orderly evacuation and resumption of services.

21.4.4 In the event of extended terminal services disruption caused by fire, power outage or natural disaster, the terminal operator and the Port Authority shall implement contingency plans in coordination with Port Authority Police, TSA, airlines, CBP and airport tenants.

21.4.5 In case of a security emergency situation, terminal operator and Port Authority employees shall at the direction of the Port Authority Police direct all airport customers and employees through the security checkpoint exit (or to the nearest emergency exit in the event of a fire emergency) in a safe, orderly, and efficient manner.

21.4.6 The terminal operator or Port Authority shall at all times have an on-duty employee designated as the "Emergency Representative" who will coordinate with Port Authority Police, TSA, airline, CPB and airport tenant emergency representatives during an emergency situation.

21.4.7 The terminal operator shall make frequent public announcements using the public address system (or an alternative method if a public address system is unavailable) to inform airport customers of the nature of the emergency and the steps airport customers must take to remain safe during the emergency period.

21.4.8 When the emergency situation subsides and clearance has been given to terminal operator to re-enter the terminal, the terminal operator shall immediately inform customers of the process to return safely to the terminal areas.

21.4.9 When applicable, airlines, terminal operators, Port Authority and airport tenants shall keep airport customers and employees informed by other communication methods, including but not limited to Flight Information Display System (FIDS), website, emails and mobile phones.

21.4.10 By the end of January each year, terminal operators shall submit the most up-to-date safety and evacuation plan for the terminal to the Port Authority, including the emergency contact listing, name, phone and title.

21.4.11 Terminal operator's safety and evacuation plans shall be terminal specific to meet the needs of customers, employees, airlines and tenants operating in that facility.

21.5 Communication and Public Announcements

21.5.1 Terminal operators shall keep airport customers informed during emergency situations. Terminal operators shall maintain clear and effective communication with airport customers during emergency situations by, among other methods, frequent public announcements, FIDS and other communication methods as to the nature and seriousness of the emergency, the steps airport customers must take to get to safety, and the steps airport customers must take to reenter the building/terminal when the emergency situation subsides.

21.6 Directions and Assembly Locations

21.6.1 Terminal operators and the Port Authority shall identify all entry and exit points in the terminals, parking garages, and AirTrain stations where airport customers and employees are to assembly in case of an emergency.

21.6.2 Emergency evacuation markings are to be consistent with Port Authority sign and building code standards.

21.6.3 Airport employees shall be aware of emergency situation assembly locations as delineated in emergency evacuation plans and shall give airport customers clear and concise directions to assembly locations during emergency situations.

21.6.4 In the event of an alarm for fire, all customers and tenants must exit the terminal building as directed by the appropriate emergency response representative until the arrival of the Port Authority Police incident commander at the nearest terminal exit. It is noted that the nearest terminal exit may place passengers and employees on the tarmac and Emergency Representatives should work with the Port Authority Police to ensure that passengers and employees remain in a safe location on the airside.

21.6.5 If the nearest terminal exit places passengers and employees on public roadways, an Emergency Representative should work with the Port Authority Police to ensure the assembly areas are safe for passengers and employees to remain and allow for adequate access for emergency vehicles.

21.6.6 In the event of power outage or natural disaster requiring immediate evacuation of the terminal or a portion thereof, clear and frequent instructions shall be communicated to the customers and employees until the affected premises have been fully evacuated.

21.6.7 In the event of a security emergency, all customers and tenants must exit the sterile area. Customers and tenants may therefore remain in non-secure areas such as ticketing and domestic baggage claim areas rather than exiting the terminal building.

21.7 Departure Service Resumption Process

21.7.1 When the emergency situation subsides to the point where departure service resume, employees and departing customers must be re-screened at the security checkpoint before re-entering the sterile area of the terminal. Employees and passengers shall be re-screened n an orderly and efficient manner. Employees that are essential for service to resume shall be re-screened according to the priority of departing flights.

21.8 Departure Service Resumption Process

21.8.1 When the emergency situation subsides to the point where arrival service resumes, airline and airport tenant employees should return immediately to their workstations to expedite the processing of arriving passengers that could have been waiting for extended periods of time on an aircraft.

21.9 Passengers Needing Assistance

- Persons with Reduced Mobility are defined in Standard 19.0

21.9.1 Airport employees shall give priority assistance to persons with reduced mobility while exiting the terminal/airport during emergency situations and upon re-entry to the terminal/airport when the emergency situation subsides.

21.9.2 When required, public announcements shall be made in foreign language(s) and all uniformed airport employees should come to the assistance of Persons with Reduced Mobility in need of special assistance during the evacuation and resumption of services.

21.10 First Aid Assistance

21.10.1 Airport employees shall give priority assistance to people requiring first aid and/or medical attention outside the danger area.

21.10.2 Airport employees shall be knowledgeable of first aid stations in the terminal, and of medical facilities at the airport and shall provide appropriate assistance to airport customers needing medical attention.