Torres Rojas, Genara

From: cpipa@seiu32bj.org
Sent: Wednesday, July 16, 2014 3:16 PM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Christopher
Last Name: Pipa
Company: SEIU 32BJ
Mailing Address 1: 25 West 18th Street
Mailing Address 2:
City: New York
State: NY
Zip Code: 10011
Email Address: cpipa@seiu32bj.org
Phone: 212-388-3983
Required copies of the records: Yes

List of specific record(s):
copies of all agreements with the following company: United Services Inc. USI 462 Forest Ave. Kearny, NJ 07032

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

August 11, 2014

Mr. Christopher Pipa
SEIU 32BJ
25 West 18th Street
New York, NY 10011

Re: Freedom of Information Reference No. 15092

Dear Mr. Pipa:

This is in response to your July 16, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for "copies of all agreements with the following company: United Services Inc. USI 462 Forest Ave. Kearny, NJ 07032."

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/15092-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

October 22, 2010

VIA REGULAR MAIL AND FAX (201) 955-3735

United Services, Inc.
462 Forest Street
Kearny, NJ 07032
ATTN: Raymond Pardo – President

RE: GENERAL CLEANING AND JANITORIAL SERVICES AT THE PORT AUTHORITY TECHNICAL CENTER (PATC) AND 777 JERSEY AVENUE MAINTENANCE SHOP (JAMS)
BID #21379 - CONTRACT #4600008383/PO #4500061859

Dear Mr. Pardo:

Your bid, letter dated July 29, 2010 and emails dated August 12, 2010, August 26, 2010 and September 13, 2010, including addenda #1, 2, 3 and 4, addressing the referenced Contract have been accepted. The term of this Contract shall be for a three (3) year period effective December 1, 2010 through November 30, 2013, subject to earlier termination or extension as provided for in the Contract.

Your insurance certificate submitted on September 16, 2010, has also been accepted. Future insurance certificates shall be submitted to the Port Authority of NY & NJ, Paul Spinal, Facility Contract Administrator, The Port Authority Technical Center, 241 Erie Street, Jersey City, NJ 07306. Future certificates must also be annotated with CITS tracking number #3452N.

Your facility contact is Mr. Paul Spina who can be reached at (201) 216-2139. If you have any questions concerning the award of this Contract, please contact Luz Santana at (212) 435-3949.

For invoicing and correspondence purposes, Purchase Order #4500061859 has been assigned to this Contract.

Sincerely,

Lillian Valenti
Director
Procurement Department

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

Leslie Whelan, Kathy

From: USINDAVE@aol.com
Sent: Thursday, August 12, 2010 1:15 PM
To: Santana, Luz
Cc: Leslie Whelan, Kathy; rpusi@aol.com
Subject: (no subject)

Mrs. Santana;

As we discussed in our phone conference last week and as per Kathy's request, please accept this letter as United Services, Inc. affirmation and commitment to the numbers we have submitted for the annual performance of janitorial services at the Port Authority Technical Center.

Thank you for your time and effort and in the event that you require any additional information please do not hesitate to contact me at your earliest convenience at 201-955-1300.

David Quigley
United Services, Inc.

Leslie Whelan, Kathy

From: USINDAVE@aol.com
Sent: Thursday, August 26, 2010 12:10 PM
To: Leslie Whelan, Kathy
Subject: PATC
Attachments: Work On Hand 2010.xls

Kathy;

I have attached a copy of our work on hand for 2010, it is in excel format.

Also as per your request, our calculation of hourly rate forms show United Services paying the Lead worker $14.50 an hour. You stated that he may be making $14.80. If in fact that is the case, United Services will abide by the rate of $14.80.

I trust this information satisfies your request and as always, any additional information that you feel you may require, please do not hesitate to contact me at 201-955-1300.

Thanks Kathy;

Dave Quigley
Untied Services, Inc.

Santana, Luz

From: USINDAVE@aol.com
Sent: Monday, September 13, 2010 2:05 PM
To: Santana, Luz
Cc: crobichaud@szerlip.com
Subject: Health Benefits Plan

Luz;

As we discussed, the Health Benefits Plan we have agreed to provide the employees at the Port Authority Technical Center has no deductible, and no co-pay.

In the event that you have any further concerns, please do not hesitate to contact me at your earliest convenience.

Dave Quigley
United Services, Inc.
201-955-1300

July 29, 2010

UNITED SERVICES, INC.
Our Success Is Customer Driven.

Port Authority of NY & NJ
Mrs. Luz Santana
Senior Buyer;
One Madison Avenue
New York, NY 10010

Re: Letter of July 26, 2010

Mrs. Santana:

Enclosed is the information that you have requested. In the event clarification or further information is required, as always, please feel free to contact me at your earliest convenience.

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

The proposed monthly lump sum for each location was a direct result of a compilation of all data from our walkthrough, the bid specifications that were handed out, the conference question and answer period, mandated staffing levels indicated within the bid specifications, and our attempt to allocate percentages of labor and supervision to the square footage that we believed represented each of the three areas that required pricing on the pricing sheets; specifically PATC Non-Police Areas, PATC Police Areas and 777 Jersey Avenue.

Approximate Labor Hours are as follows:

(1) Manager	Full Time	2,080
(1) Supervisor	Full Time	2,080
(1) Lead Worker	Full Time,	2,080
(10) Cleaners	Full Time	19,452
(6) Cleaners	Part Time	6,180
APPROXIMATE TOTAL CONTRACT HOURS:		**31,872**

2. What is your plan for the cleaners currently working at the Port Authority site?

United Services, Inc. plans to interview and possibly offer employment to the Lead Worker. Employment would be conditional, based upon employee passing employee background checks, etc.

United Services will honor the mandated wage rates within the contract specifications. In remaining consistent and honoring the mandated wages, unless there is an exceptional employee, or two at best, United Services, Inc. will be replacing the existing workforce.

3. Is it your intent to interview and possibly offer employment to the existing supervisory and management staff?

Yes. United Services, Inc. looks to interview and possibly offer employment to all managers and supervisory staff provided the facility point of contact is in approval and those individuals successfully complete all pre-requisites to employment.

4. Was your calculation of Hourly Rate form based on 2080 hours?

Yes.

5. Does the health plan you are offering staff include the seven components that are specified on page 7 of Part V, Section 4, Paragraph B? Supply a copy of this insurance plan identifying the provider and the seven components.

Yes. Please see enclosed.

6. Provide recent Financial Statement in accordance with pages 6 – 7 of Part I, Section 12.

Please see enclosed most recent (2009) Financial Statements.

7. The money allocated on the breakdown for the Calculation of Hourly Wage sheet seems to be high for vacation, holiday and sick. How did you arrive at these calculations?

In general, the calculation is based on the sum of the hourly rate of pay, plus all applicable taxes and insurances; FICA, FUI, SUI, Disability, Workers Compensation and

General Liability, then multiplied by the number of vacation hours, and finally divided by the number of annual working hours in the position. Our full time positions are based on 1,992 working hours, then adding 88 Holiday hours, for a 2,080 hour full time position.

In review of our numbers, we feel they are accurate.

8. On your Calculation of Hourly Rate Forms for cleaners, the number of vacation days for years 1 & 3 is 5 days but for year 2 it indicates 10 days. Please explain?

The entry was in error. Years 1, 2 & 3 are 5 days each.

9. On your Calculation of Hourly Rate Forms, you identified a rate for an "other" component. Please specify what this is?

Under Item #4 on the form, the $0.18 represents the premium for additional insurance requirements, to remain compliant with pages 10 through 13 of Part III, Section

Under Item #5 on the form, the $0.05 represents any communication equipment required as per the contract.

10. Please verify the number of part-time employees you are supplying.

Conditions, time restraints, and preferences of the client will dictate exact numbers, however preliminarily; United Services looks to utilize 6 part-time employees.

11. What is the annual salary for the Resident Manager?

$40,000.00 annually.

12. The Port Authority draws your attention to Part I, Page 9. Is there any opportunity for MBWE subcontracting?

United Services, Inc. provides all work with in-house personnel. At present, we see no need to sub-contract any work, although we may consider tasks such as the parking lot sweeping, etc., for outsourcing, in the event it is helpful to the Port Authority in reaching any objectives, and to United Services.

United Services, Inc. is a certified MBWE contractor with Hudson County, The State of New Jersey, the Federal Government, and of course with the Port Authority of NY & NJ.

13. Does your lump sum include all cost associated with the insurance requirements as indicated on page 10 through 13 of Part III, Section 6?

Yes, however United Services, Inc. does not foresee having a vehicle on site, consequently Automotive Liability Insurance would not apply.

14. The Port Authority is concerned that your labor costs may exceeds your annual lump sum prices bid. Please review and comment.

Without being privy to the rationale behind your concern, I can only review my submitted numbers, hours and calculations as I have done. I remain confident in my submitted proposal.

15. In accordance with Page2 of Part II, Section 11 entitled "Specific Bidder's Prerequisites", submit proof of SBE certification and one (1) contract requiring similar services of similar scope to those required under this contract.

Please see enclosed SBE and MBE Port Authority certifications. In addition, a reference has been enclosed.

City of Newark
Division of Public Buildings
820 Broad Street
Newark, NJ
Mrs. Teri Meola
973-733-8136
$2,000,000 Annually
Term of Contract: 3 years

16. In accordance with Page 3 of Part II, Section 12 entitled "Bidder's Additional Submittal Requirements", submit all documentation that was not submitted with your original bid.

A. Enclosed is the statement concerning no diminution in wages for current employees.

B. Supporting documentation concerning the Health Benefits plan is also enclosed.

C. The "Calculation of Hourly Rate" forms have been previously submitted.

D. The Employee Breakdown is as follows;

(1) Manager	Full Time
(1) Supervisor	Full Time
(1) Lead Worker	Full Time
(10) Cleaners	Full Time
(6) Cleaners	Part Time

An Employee Turnover statement has been enclosed.

Thank you for your consideration of our proposal and as I indicated, in the event that you have any other questions or require further clarification, please do not hesitate to contact me at your earliest convenience at 201-955-1300.

Respectfully;

Raymond Pardo
President
United Services, Inc.

Enclosures

Facsimile 212-435-3925
Federal Express

The Benefits Plus Plan

Industry:	**Janitorial**
Quoted Employees:	**20**
Employer Contribution:	**100%**

Plan Features	**Employee and Dependents**
Medical Outpatient	
Physician Office Visit	
Per Visit Benefit	$65
Annual Number of Visits	6
X-Ray / Lab Benefit	
Per Visit Benefit	$90
Annual Number of Visits	10
Prescription Drug Benefit	
Per Prescription Benefit	$25
Annual Number of Prescriptions	14
Oral Contraceptives	Included
Prescription Discount	Included
Outpatient Wellness Indemnity Benefit	
General Health Exam	$75
Routine X-Ray	$100
Routine Laboratory	$100
Immunizations per Visit Benefit *(Children Under 18; 2 per year)*	The Plan pays the covered charges
Medical Inpatient	
Hospital Room and Board & Miscellaneous Hospital Benefit	
Daily Benefit (up to 45 days per confinement)	$630
ICU & Coronary Care	
Daily Benefit (up to 45 days per confinement)	$945
Inpatient Routine Newborn Nursery Care Benefit	
Daily Benefit (up to 45 days per confinement)	$250
Medical Outpatient and Inpatient*	
Surgical Benefit	
Annual Maximum	$13,200
Anesthesia Benefit	
Annual Maximum	$3,300
Accident Benefit	$1,080

** Annual Benefit maximums listed are per-member benefits*

7/28/10
United Services, Inc
BPP- FAM. EFF 9/1
100% Employer Paid

The Benefits Plus Plan

Ancillary Benefits Included	Employee and Dependents
Vision Benefits	
Vision Exam (every 12 months)	$65
Single Lenses (every 24 months)	$75
Contact Lenses (every 24 months)	$75
Bi-focal Lenses (every 24 months)	$100
Frames (every 24 months)	$60
Life and AD&D Benefits	
Employee	$15,000
Spouse	$7,500
Child (+6 months)	$7,500
Child (14 days to 6 months)	$400
Accidental Death & Dismemberment (Employee Only)	$15,000
Dental Benefits	
Annual Maximum Employee	$700
Annual Maximum Dependent	$350
Annual Deductible per Covered Person	$25
Preventive, Diagnostic and Routine Restorative Care Pays	80% up to the Annual Maximum
Major Restorative Care Pays*	50% up to the Annual Maximum
Informed Health Line and Discount Programs and Services	Included

* Major Restorative Care Expenses will be paid after the covered person has been continuously insured by a Plan for at least 12 consecutive months. (If the Plan replaces another group dental plan, the covered person will be given credit for the period of time they were covered under such other plan after proof of credible coverage is provided.)

Benefits Plus Exclusions & Limitations

The Policy does not cover expenses incurred resulting from:

(a) suicide or any attempt thereat, while sane or insane, or any intentionally self-inflicted injury or Sickness. This exclusion does not apply if the loss is as a result of a Medical Condition or an act of domestic violence;
(b) rest care or convalescent rehabilitative care and treatment;
(c) cosmetic surgery or care or treatment solely for cosmetic purposes, or complications there from. This exclusion does not apply to cosmetic surgery resulting from an Accident if performed on a Covered Person within 12 months of the date of the Accident;
(d) routine newborn care, including routine nursery charges unless shown as an applicable benefit in the Schedule of Benefits;
(e) voluntary abortion, except with respect to the Insured or covered Dependent spouse:
    (1) where such person's life would be endangered if the fetus were carried to term; or
    (2) where medical complications have arisen from an abortion,
(f) with respect to payment of the Daily In-Hospital Indemnity Benefit, the treatment of the following is limited to no more than 10 days in any Calendar Year, except as otherwise shown in the Schedule of Benefits and any applicable riders:
    (1) mental illness;
    (2) functional or organic nervous disorder, regardless of cause,
    (3) alcoholism, and
    (4) drug use, unless such drugs were taken on the advice of a Physician and taken as prescribed;
(g) participation in a riot, civil commotion, civil disobedience, or unlawful assembly. This does not include a loss which occurs while acting in a lawful manner within the scope of authority;
(h) commission of a felony;
(i) participation in a contest of speed in power driven vehicles, parachuting, or hang gliding;
(j) air travel except:
    (1) as a fare paying passenger on a commercial airline on a regularly scheduled route;
    or
    (2) as a passenger for transportation only and not as a pilot or crew member;
(k) intoxication;
(l) sex changes;
(m) experimental treatments of surgery;
(n) the reversal of tubal ligation and vasectomies;
(o) artificial insemination and in vitro fertilization, including any related testing, medications, or Physician's services;
(p) treatment of exogenous obesity or weight control
(q) Accident or Sickness arising out of and in the course of any occupation for compensation, wage or profit. Expenses which are payable under Occupational Disease Law or similar law whether or not application for such benefits has been made; or
(r) charges for air or ground ambulance service, unless an Ambulance Benefit is shown as applicable on the Schedule of Benefits.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Out-Patient Physician Visit Benefit, the Out-Patient X-Ray and Laboratory Benefit, the Supplemental Accident Benefit, and the Out-Patient Prescription Drug Benefit:

(a) visits made, examinations given, or x-rays or laboratory tests performed as an inpatient while confined to a Hospital;
(b) routine eye examinations or fitting of glasses;
(c) fitting of hearing aids;
(d) dental examinations or dental care other than expenses resulting from accidental injury; and
(e) benefits which are covered under any other part of this Plan

In addition to the Exclusion and Limitations for all coverages, the following expenses are not covered under the Dental Care Benefit:

(a) Class B expenses incurred during the first 12 months of coverage, unless the Insured provides proof of the coverage under a prior dental plan. However, credit is available only if the Insured notifies the Employer of such prior coverage, and fewer than 63 days elapse between coverage under the prior plan and coverage under this Plan, exclusive of any waiting period. Credit will be given for each day of coverage under all prior creditable coverage, provided fewer than 63 days elapsed between coverage under any two plans.
(b) replacement of existing dentures or bridgework less than five years old, or for replacement because of loss or theft;
(c) charges for orthodontics, unless shown in the Schedule of Benefits.
(d) charges for services with respect to congenital malformations (other than for a newborn child of the Insured);
(e) charges for dental care which are covered under any other part of this Plan;
(f) charges by anyone other than a Dentist, except for charges for dental prophylaxis performed by a Dental Hygienist, under the supervision and direction of a Dentist,
(g) charges for more than one fluoride treatment, one dental prophylaxis, or one bite-wing x-ray in a six-month period, and
(h) charges for more than one complete mouth x-ray in a two-year period.
(i) Charges for which the Covered Person is not legally required to pay or for charges which would not have been made if no charge had existed.

In addition to the Exclusions and Limitations for all coverages, the following expenses are not covered under the Vision Care Benefit:

(a) charges for more than one routine eye exam in 12 consecutive months;
(b) charges for more than one pair of eye glasses including lenses and frames, or one pair of contact lenses within 24 consecutive months.
(c) charges for eye glasses or contact lenses not prescribed by an eye doctor;
(d) charges for sunglasses, plain or prescription, safety lenses, or goggles;
(e) charges for radial keratotomy or similar surgery done in treating myopia; and
(f) charges for eye surgery, or vision charges which are covered under any other part of this Plan.
(g) Charges for which the Covered Person is not legally required to pay or for charges which would not have been made if no charge had existed.

In addition to the Exclusions and Limitations for all coverages, the following are not covered under the Accidental Death and Dismemberment Benefit.

(a) infection of disease, whether the infection or disease is the proximate or contributing cause of the loss. (This does not apply to pyogenic infections which occur through an accidental wound or cut.) or
(b) voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of a licensed physician. (Accidental ingestion of a poisonous substance is not excluded.)

This summary of benefits is intended to provide highlights of the plan. It does not replace or supplement the policy and or certificate booklet.

7/28/10
United Services, Inc.
BPP- FAM, EFF 9/1
100% Employer Paid

TERMS AND CONDITIONS

CONFIDENTIAL INFORMATION

The information contained in the following Proposal provided by The Boon Group® is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the entity requesting the proposal to obtain information for a health and welfare benefit plan to be sponsored by such entity ("Plan Sponsor"), and including its benefits consultant or its agents, representatives or employees (collectively "Recipients"), for any purposes other than the evaluation of The Boon Group, and the health and welfare benefits policy or plan in connection with the product or services sought by Plan Sponsor. Dissemination of the information contained herein by Recipients shall be limited to the respective persons who are directly involved in the evaluation process. Under no circumstances is any of the information contained in this Proposal to be used, disseminated, disclosed or otherwise communicated to any other person or entity, including but not limited to other persons or entities providing Plan Sponsor or Recipients with a Proposal for a benefits plan.

THE BOON GROUP

The Boon Group, Inc. (The Boon Group®) is the parent holding company of The Boon Insurance Agency, Inc., and Boon Administrative Services, Inc. The Boon Group has over 20 years of experience in designing and providing products and services to employers who sponsor health and welfare benefit plans for part-time and hourly employees. Products are marketed through The Boon Insurance Agency, Inc., and administrative services are provided by Boon Administrative Services, Inc.

CONTRACT CAVEATS

This Proposal assumes our standard Trust Participation Agreement will be signed prior to the effective date of insurance coverage, and that the underwriting assumptions stated on the Rate Page are accurate. Additional documents that must be signed before coverage will be effective include (a) The Boon Group Fee Disclosure; (b) the Authorized Representative Form; (c) the Disability Services Agreement, if the Plan Sponsor includes disability benefits under the plan; and (d) the COBRA Services Agreement, if the Plan Sponsor elects to have COBRA Services provided by Boon Administrative Services, Inc. Until all appropriate documents have been signed by the Plan Sponsor, no collateral materials, including the participants' identification cards or policy certificate books will be provided. Coverage will only become effective after all signed contracts have been received by Boon Administrative Services, Inc.

FINANCIAL CAVEATS

Rate guarantees, if any, are valid only if in writing and set forth on the Rate Page issued as part of this Proposal. Rate guarantees, if any, are subject to all terms, conditions, key assumptions, and contingencies herein, as well as to execution by you of final documentation setting forth the terms of the agreement for participation in the coverage offered under the insurance policy. This Proposal supersedes any previous oral or written communication between you and The Boon Group® or any of their agents or representatives with respect to the subject matter of this Proposal.

At The Boon Group's option, this Proposal, and any rate, trend, or other guarantees included in agreements arising from this Proposal, shall be void in the event of Federal or State action, affecting our ability to meet our obligations to you, to our insureds or members, or to the contracted providers. By way of illustration, such legislative or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers' delivery of care or the fees they charge; or, our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, we will make a good faith effort to work with you to reach a new agreement that equitably reflects the circumstances as altered by government action.

HEALTH REFORM DISCLOSURE AND CAVEAT

This renewal/proposal does not contemplate the impact of the newly passed health care reform legislation, nor the regulations that will be issued to clarify and implement the law. Certain provisions of the law and forthcoming regulations may have a material impact on this renewal/proposal. Consequently, this renewal/proposal is for illustrative purposes only and is subject to withdrawal or modification by Aetna. Aetna reserves the right to modify its products, services, rates and fees, in response to legislation, regulation or requests of government authorities resulting in material changes to plan benefits, and to recoup any material fees, costs, assessments, or taxes due to changes in the law even if no benefit or plan changes are mandated.

THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

By

Office of Business & Job Opportunity

United Services, Inc.

Certificate PA-17688

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

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

Lash Green
Director
Certified: April 20, 2010

Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: April 20, 2015

THE PORT AUTHORITY OF NY & NJ

Anthony R. Coscia
Chairman

Christopher O. Ward
Executive Director

Certified

By

Office of Business & Job Opportunity

United Services, Inc.

Certificate PA-17688

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

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

Lash Green
Director
Certified: April 20, 2010

Rosemary Varela
Rosemary Jenkins-Varela
Manager, Certification
Scheduled Re-evaluation: April 20, 2015

UNITED SERVICES, INC.
Our Success Is Customer Driven.

In the event that United Services, Inc. is awarded the contract at the Port Authority Technical Center, any current employees retained by United Services, Inc. who perform a similar role under our contract, would suffer no diminution in wage.

Raymond Pardo
President
United Services, Inc
6/10/2010

UNITED SERVICES, INC.
Our Success Is Customer Driven.

EMPLOYEE TURNOVER

United Services is able to attract qualified, experienced employees who require a stable job with regularly scheduled hours. Our continued success provides many opportunities for advancement and promotion from within. Current employees refer the majority of our prospects to us. Affiliations with local colleges and vocational centers also ensure a quality applicant to choose our work force from. Our open-door policy, combined with providing well-supervised and steady work, has helped us provide exceptional staff.

It is through these various labor pools, that it allows us access to fill vacant positions as soon as possible, ensuring total coverage each day. In addition, we utilize many of our other accounts where pay is less, as a labor pool, to offer advancement to those who excel, allowing us to fill vacancies on very short notice. This aides in the reduction of turnover in that employees understand there is a real chance of advancement within. United Services, Inc. has come to believe that the following several factors are key in aiding the retention of employees;

Making sure employees are clear on the responsibilities of their position, by taking the time to go over the job description and how that position is important to the overall success of the business.

Providing the tools necessary to get the job done. Administrative assistants can't process letters and other outbound mail pieces without postage, paper and printer ribbons. Salespersons can't sell if they have nothing to show a prospect. We need to empower our employees by having all the supplies and equipment they need ready and at their fingertips.

Recognizing specific actions can make an employee feel on top of the world. We must be cognizant of each employees actions and not only compliment them accordingly, but ensure that fellow employees are made aware of them as well.

The simply fact is that everyone makes a mistake now and then. Working with the employee on his or her first "mix-up," to identify exactly where things went awry; and together develop a process that will help prevent a recurrence, helps the employee maintain self-esteem, while not sidestepping the seriousness or consequences of making the error.

We must also realize that even the most even-tempered employee will have a bad day. We all do. United Services looks to instruct it supervisors, to use discretionary judgement to "Cut a little slack," when warranted.

Above all, United Services looks to communicate with our employees on the performance, the company goals and other issues that need to be addressed. Employees will respond to the needs of the company when made aware of them, they enjoy the feeling as "part of the team."

PROCUREMENT
2010 JUN

UNITED SERVICES, INC.
Our Success Is Customer Driven.

In the event that United Services, Inc. is awarded the contract at the Port Authority Technical Center, any current employees retained by United Services, Inc. who perform a similar role under our contract, would suffer no diminution in wage.

Raymond Pardo
President
United Services, Inc
6/10/2010

Add #1

Question #11
Is the current work force of the current contractor unionized? If yes, what is the name of the union?

Answer #11
The current Contractor has advised the Port Authority that workers performing services under this Contract are not currently represented.

PROCUREMENT
2010 JUN 30 AM 11:42

Question # 12
What is the population of the buildings?

Answer #12
PATC's population is approximately 550. 777 Jersey Avenue's population is approximately 150.

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: United Services, Inc.

INITIALED: V.P.

DATE: 6/21/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-3949.

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT
2010 JUN 30 AM 11:43

THE PORT AUTHORITY OF NEW YORK & NEW JERSEY
PURCHASING SERVICES DIVISION
ONE MADISON AVENUE 7TH FL.
NEW YORK, NY 10010

Date 06/11/2010

ADDENDUM #2

To prospective bidders/proposers on bid/RFP # 21379 for General Cleaning and Janitorial Services at the Port Authority Technical Center and 777 Jersey Avenue

☒ Due back on 6/24/2010, no later than 11:00AM

☒ Originally due on 6/10/2010, no later than 11:00AM

The following changes are hereby made in the documents:

Replace Section 3 of Part V entitled "Wages and Supplemental Benefits" in its entirety with attachment revised 6/11/2010.

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: United Services, Inc.

INITIALED: V.P

DATE: 6/21/10

PS11All

Add #3

PROCUREMENT
2010 JUN 30 AM 11:43

THE PORT AUTHORITY OF NY & NJ

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: United Services, Inc.

INITIALED: V.P.

DATE: 6/21/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-3949.

Add #4

PROCUREMENT
2010 JUN 30 AM 11:43

JANE CETERKO, MANAGER
PURCHASING SERVICES DIVISION

BIDDER'S/PROPOSER'S FIRM NAME: United Services, Inc.

INITIALED: V.P.

DATE: 6/24/10

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-3949.

PS11All

INVITATION FOR BID

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

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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. Good Faith Participation

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

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

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

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

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

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

Bidders are directed to use form PA3749B as the recording mechanism for the M/WBE participation Plan, annexed hereto as Attachment I-B and Attachment I-C or may be downloaded at http://www.panynj.gov/business-opportunities/become-vendor.html.

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

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

All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to https://panynjprocure.com/VenLogon.asp to search for M/WBEs by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform Work under this Contract.

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

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 a 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: United Services Date: 6/1/10

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

1. Packaging

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

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

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

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

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

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

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

2. Business Practices / Operations / Manufacturing

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

✓ Recycles materials in the warehouse or other operations

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

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

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

___ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

___ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

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

Raymond Pardi Name 6/1/10 Dat

ATTACHMENT I-B – Procurement M/WBE Participation Plan

PROCUREMENT M/WBE PARTICIPATION PLAN PA3749B / 03-09

Office of Business and Job Opportunity

PAGE: _____ OF _____

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

Purchase Order #: _____

Proposer/Bidder Name: _____

Mailing Address: _____

Telephone Number: _____

Contract Description: _____

Contract Amount: _____

Contract Goals: MBE _____ WBE _____

Name, Address, Phone Number of PA Certified M/WBE subcontractor (including name of contact person)	Indicate MBE or WBE	Description of Work, Services to be provided. Where applicable, specify, "supply" or "install or both "supply" and "install."	Anticipated date work will start and finish	Approximate $ amount of M/WBE Subcontract	M/WBE % of Total Contract Amount
No Changes					
			TOTAL:		

Signature of Contractor: Raymond Pardo

Print Name: Raymond Pardo

Title: President **Date** 6/1/10

FOR OBJO USE ONLY

Contract Goals: ☐ **Approved** ☐ **Waived** ☐ **Rejected**

Reviewed by: _____

OBJO Business Development Representative

Print Name: _____ **Date** _____

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

INSTRUCTIONS

PROPOSER INSTRUCTIONS: In accordance with Section 6. M/WBE Subcontracting Provisions, the proposer shall submit this form as the M/WBE Participation Plan and/or good faith documentation as part of Section 7. Proposal Submission Requirements.

BIDDER INSTRUCTIONS: In accordance with Part VI of the contract book, the bidder shall submit a M/WBE Participation Plan and/or best efforts documentation to the Manager or designee identified in the contract book within 10 days of contract award.

MANAGER/DESIGNEE INSTRUCTIONS: After a review of the submitted M/WBE Participation plan, forward to the Office of Business and Job Opportunity via fax at (212) 435-7828 or PAD to 233PAS 4th Floor for review and approval. Approved/waived/rejected plan will be returned within 5 business days of receipt of this document. Manager/Designee will advise vendor of the results of the M/WBE Participation Plan review.

ATTACHMENT I-C – Statement of Subcontractor Payments

STATEMENT OF SUBCONTRACTOR PAYMENTS

PA3968 / 03-09

M/WBE Participation Report

Instructions for Statement of Subcontractor Payment: To be submitted with every invoice to be used in conjunction with the M/WBE Participation Plan.

Contract/PO No.: _____

Contract Title: _____

Prime Contractor Name: _____

Contract/PO Amount: _____

PA Project Manager: _____

Date of Invoice: _____

Committed M/WBE Goals: M _____ W _____

Award Date: _____

Completion Date: _____

M/WBE Participation to Date: M _____ W _____

Subcontractor's Name	Address & Phone #	Description of Work Performed or Materials Supplied	M/WBE Status	Total Contract Amount Awarded	Total Previous Requests	Amount Paid to Date	Amount of This Request
None							

In connection with the above-captioned contract: I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of this company, and that the following Minority and Women Business Enterprises have been contracted with and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above captioned contract; that there is due and to become due them, respectively, the amounts set opposite their names for materials or labor as stated; and that this is a full, true, and complete statement of all such MBEs/WBEs and of the amounts paid, due, and to become due to them.

Raymond Pardo — Signature

Raymond Pardo — Print Name

President — Title

6/1/10 — 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**
   General Cleaning and Janitorial Services at the Port Authority Technical Center and 777 Jersey Avenue.

2. **Location(s) Services Required**
   Port Authority Technical Center and 777 Jersey Avenue, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about September 1, 2010

4. **Contract Type**
   Lump sum and unit price

5. **Duration of Contract**
   Three years expiring on or about August 31, 2013.

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

7. **Option Period(s)**
   There shall be up to One, Three-year Option Period.

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

9. **Extension Period**
   120-day extension Applicable

10. **Facility Inspection**
    Date and Time: May 27, 2010 at 10:00 AM

    Please contact Paul Spina at 201-216-2139 to confirm attendance and/or receive travel directions.

11. **Specific Bidder's Prerequisites**

    a. The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE) as defined in the Standard Contract Terms and Conditions, in

the Janitorial Maintenance Program by the day before the bid opening date. Further, the bidder must have been pre-qualified by the Port Authority to submit bids for General Cleaning and Janitorial Contracts with an estimated dollar value up to $800,000.

b. During the two (2) years immediately prior to the date of submission of its bid, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.

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

12. 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.

d. The Bidder shall show the number of full-time and part-time employees it intends to implement and manage in providing these services, including supervisory staff. The Bidder shall submit a plan to minimize employee turnover. It is the Port Authority's preference to have the Bidder submit a staffing plan that maximizes the use of full-time employees.

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.

13. Available Documents

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

Conformed copy of current contract for General Cleaning Services at the Port Authority Technical Center and 777 Jersey Avenue – Contract # 4600004930.

14. Attached Documents

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached as **Attachment A**, titled **"TIMESHEET."**

Please note that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.

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

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under contract # 4600004930 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

15. Aid to Bidders

As an aid to Bidders 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 any conclusions to be drawn therefrom.

Estimated quantities are annual.
Approximately 408 cases of paper towels: 6 rolls per case.
Approximately 360 cases of toilet tissue: 12 rolls per case.
Approximately 60 cases of toilet seat covers: 250 per pack - 20 packs per case.
Approximately 168 cases of lotion cream soap: 10 per case.
Approximately 300 cases of 60" heavy duty trash bags: 150 per case.
Approximately 324 cases of 39" heavy duty trash bags: 250 per case.
Approximately 276 cases of 23" light duty trash bags: 100 per case.
Approximately 120 cases of 48" medium clear trash bags: 200 per case.
Approximately 300 cases of drop in screen deodorizers: 12 units per case.
Health Guards Vinyl Urinal Screens: 96 cases – 12 units per case.
400 "D" cell batteries for deodorizer dispensers.

Minimum inventory of materials that shall be maintained by the Contractor at the Facility at all times shall be at least ten percent (10%) of the estimated quantities specified in this section.

Attachment A – Employee Payroll Records

Attached as **"TIMESHEET"**

PAYCHEX

TIMESHEET

Garden State Building

Payroll Specialist: Hayn

PERSONNEL INFORMATION	RATE(S)	REGULAR HOURS	OVERTIME HOURS	OTHER (Indicate Hours or $)	EARNINGS (E) / DEDUCTIONS (D)	YEAR TO DATE
**** 108 PATC CLEANING [redacted] Hire 05/03/93	(1) 1,700.00/Pay Period Bi-weekly	Pay Salary ☐ Resident	Manager			
[redacted] Hire 01/08/07	14.5000/Hour	Lead Worker				
[redacted] Hire 04/20/05	12.0000/Hour					
[redacted] Hire 02/09/03	12.0000/Hour					
[redacted] Hire 01/18/06	12.0000/Hour					
[redacted] Hire 02/23/05	12.0000/Hour					
[redacted] Hire 10/24/05	12.0000/Hour					
[redacted] Hire 09/24/08	12.0000/Hour					
[redacted] Hire 07/07/82	(1) ~~140.0000/Hour~~ (2) ~~80.0000/Hour~~ $17.50/Hour	Supervisor				

Attachment A

Garden State Building
Run Date 10/14/09 02:11 PM

Next Pay Period: Period Start – End Dates 10/10/09 - 10/23/09
Check Date 10/30/09

PAYCHEX

TIMESHEET

Garden State Building

Payroll Specialist: Hayat

PERSONNEL INFORMATION	RATE(S)	REGULAR HOURS	OVERTIME HOURS	OTHER (Indicate Hours or $)	EARNINGS (E) / DEDUCTIONS (D)	YEAR TO DATE
**** 103 FATO CLEANING (cont.)						
[redacted] Hire 08/17/05	12.0000/Hour					
[redacted] Hire 01/15/09	12.0800/Hour					
[redacted] Hire 08/11/08	11.7500/Hour					
[redacted] Hire 08/11/08	12.0000/Hour					
[redacted] Hire 06/15/09	12.0000/Hour					
COMPANY TOTALS Next Payroll Appointment Day: 10/28/09 Specialist: Hayat	(R) = Resident / Residency (N) = Non-resident (E) = Employment				Please list recurring earning / deduction name and totals for just the one time only changes	

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

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

i) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Contractor shall invoice the Port Authority for one twelfth (1/12) the Annual Lump Sum Prices for said services inserted by the Contractor in the Pricing Sheet for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract. Each invoice submitted by the Contractor shall show a separate lump sum charge for Routine and Periodic Work for the following areas: PATC (non-police areas), PATC (police areas) and 777 Jersey Avenue.

ii) For each hour in which Snow Removal, Heavy Duty Lot Machine Sweeping and Bird Dropping Decontamination Services are performed by the Contractor hereunder, the Contractor shall invoice the Port Authority the applicable prices per hour inserted by the Contractor in the Pricing Sheet for the appropriate Contract Year, as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended for such services in such month.

iii) For each item of Extraordinary Cleaning Services performed by the Contractor, the Contractor shall invoice the Port Authority the price per hour, price per square foot, or price per item as applicable, for such Services inserted by the Contractor in the Pricing Sheet 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, items cleaned, or hours of such work performed by the Contractor in such month.

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

c) The annual estimated quantities set forth on the Pricing Sheets are given solely to enable the Port Authority to make price comparisons. The Port Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor's compensation for unit price work will be computed based on the actual hours expended and/or square feet or items cleaned, as the case may be, as further set forth above.

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

i) The Contractor shall submit to the Manager by the fifth day of the month following the month of commencement of the Contract and on or by the fifth day of each month thereafter (including the month following the termination or expiration of this Contract) a complete and correct invoice setting forth the amount due to the Contractor for the preceding calendar month which amount shall be 1/12 of the Total Estimated Annual Lump Sum Amount for routine and periodic cleaning sections and appropriate amounts for any other work performed during the proceeding calendar month in which billed services were rendered accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number.

ii) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Port Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

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

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

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

g) 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 three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in Part III – Contract Specific Terms and Conditions, 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 year of the Option Period of the Contract, the Price Index shall be determined for the months of March 2012 and March 2013. 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 March 2013 and the denominator of which is the Price Index for March 2012. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of March 2013 and March 2014. 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 March 2014 and the denominator of which is the Price Index for March 2013. The resulting product shall be the amounts payable to the Contractor in the second Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of March 2014 and March 2015. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for March 2015 and the denominator of which is the Price Index for March 2014. The resulting product shall be the amounts payable to the Contractor in the third 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 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 (or PATH), the Contractor shall refund to Port Authority excess amounts thereto for paid by Port Authority for such period.

5. Liquidated Damages

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

i. If the Contractor fails to satisfactorily perform any Routine or Periodic Cleaning or any other item of the work set forth in the Exhibits of the Specifications at the frequencies therein stated, then the monthly installment payable hereunder shall be reduced by an amount equal to fifty dollars ($50.00) times the number of hours of such service not rendered or satisfactorily cleaned or required during said month. In the case of Routine and Periodic Cleaning, the Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed work and s/he shall consider generally accepted industry standards where such are available.

ii. If the Contractor fails to satisfactorily perform any Extraordinary Cleaning Services then the monthly installment payable hereunder shall be reduced by an amount equal to fifty dollars ($50.00) multiplied by the number of hours of such services not rendered or satisfactorily cleaned as required during said month. In the case of Extraordinary Cleaning Services, the Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed work and s/he shall consider generally accepted industry standards where such are available.

iii. If the Contractor fails to satisfactorily perform any Heavy Duty Parking Lot Machine Sweeping, Snow Removal or Bird Dropping Decontamination required by the Manager, then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the

"Price Per Hour" of the applicable item (as such may be modified for the applicable year pursuant to the provisions hereof) multiplied by the number of hours/items of such services not rendered or satisfactorily performed as required during said month. The Manager shall have the right to determine the number of hours or items required to satisfactorily perform the incomplete or non-performed work and s/he shall consider generally accepted industry standards where such are available.

iv. If the Contractor fails to have the Resident Manager present at the Facility during the specified hours as determined by the Manager, then the monthly installment payable hereunder shall be reduced by $750.00 for each day or any part thereof during said month when the Resident Manager is not present.

v. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any Nextel or Port Authority approved cell phone device required to be provided to any employee hereunder, the monthly installment payable hereunder shall be reduced by $50.00 for each day or any part thereof during the month when any such cellular phone is not provided and/or operable.

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

vii. If the Contractor fails to have a Supervisor or Lead Worker on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $50.00 per hour for each hour the Supervisor is not on duty and $40.00 per hour for every hour that there is no Lead Worker on duty.

viii. If the Contractor fails to provide to the Manager a written work schedule covering the first three (3) months of the Contract within ten (10) days of the commencement date, or fails to provide the Manager with a written work schedule covering each subsequent three (3) month period at least twenty (20) days prior to the commencement of each such three (3) month period, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

ix. In the event the Contractor fails to provide the information every six (6) months as required in Section 10 hereunder entitled "Wages, Health and Supplemental Benefits" Paragraph J, then the monthly installment payable hereunder shall be reduced by $100.00 for each day the Contractor fails to provide said information.

x. 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.

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

xii. If the Contractor fails to provide and maintain in proper working order as determined by the Manager any major item of equipment as determined by the Manager required hereunder, then the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month in which any sweeper, triple action machine, single action machine scrubber vacs, carpet extraction machine, vacuum cleaner, scaffolding, "Billy Goat" lot machine sweeper, Heavy Duty parking lot machine sweeper or any other equipment designated under this Contract is not provided and/or operable.

xiii. If the Contractor fails to provide and maintain any snow removal equipment in proper working order as determined by the Manager, the monthly installment payable hereunder shall be reduced by $250.00 for each day, or part thereof during said month which any such snow equipment is not so provided and operable.

xiv. If the Contractor fails to provide the Manager with the Contractor's Safety Program within one (1) month after the award date of this Contract, then the monthly installment payable hereunder shall be reduced by $50.00 for each day such report is past due.

xv. If the Contractor fails to provide the Manager with the Training Plan for the Training Program within one (1) month following the award date of this Contract, then the monthly installment payable hereunder shall be reduced by $50.00 for each day such plan is past due.

b) 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.

c) Should the Contractor only partially perform any item of Work, within an area specifically defined in the Specifications, the Manager shall have the right, in computing liquidated damages hereunder, to base his/her computation on the total quantity of square feet within said area to which said item of Work applies.

d) 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.

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

6. Insurance Procured By the Contractor

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

Commercial General Liability Insurance - $ 5 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 5 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name "The Port Authority of NY & NJ and its wholly owned entities, their commissioners, directors, officers, partners, employees, agents, JSR Realty Company and Trends Urban Renewal Ltd. 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 separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any warrantee/guarantee period.

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

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

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

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

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

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

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management

must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. **CITS#3452N**

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 thirty (30) days, said changes to be effective upon the date specified in said notice.

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

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

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

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

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

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 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.

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity United Services, Inc.

Bidder's Address 462 Forest St.

City, State, Zip Kearny NJ 07032

Telephone No 201-955-1300 FAX 201-955-3735

Email USINWE@AOL.COM EIN# _ Ex. 1/4 - —

SIGNATURE Raymond Pardo Date 6/1/10

Print Name and Title Raymond Pardo / President

PROCUREMENT
2010 JUN 30 AM 11:42

ACKNOWLEDGEMENT:

STATE OF: NJ

COUNTY OF: Hudson

On this 1ST day of June, 20 , personally came before me, Raymond Pardo, 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.

LISETTE MARIE LOMBARDO
Notary Public, State of New Jersey
My Commission Expires
May 23, 2011
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: 4/20/10 (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)
Raymond Pardo	President	
Amneris Pardo	Chairwoman	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 (which amount shall then govern in all cases) based upon the Estimated Annual Lump Sum Price or Unit Prices inserted by the Bidder.

e. In the event that a Bidder 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 Bids. 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 subsequent 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 Forms attached to this Bid.

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PRICING SHEETS

FIRST YEAR

ROUTINE AND PERIODIC WORK

	Estimated Annu Lump Sum Pric
Routine and Periodic Work - PATC (Non-Police Areas)	$ 394,330.65
Routine and Periodic Work - PATC (Police Areas) (Central Police Desk Rm. 315 Firing Range Rm. 321 & EOC Rm. 317 only)	$ 70,626.35
Routine and Periodic Work – 777 Jersey Avenue	$ 123,596.

Est. Annual Lump Sum Price- Routine and Periodic Work – FIRST Year = (1) $ 588,553

HOURLY WORK	Price per Hour		Est. Annual No. Hrs		Est. Annual Pri
Heavy Duty Lot Sweeping	$ 14.39	X	96 hours	=	$ 1,381.44
Snow Removal	$ 14.39	X	500 hours	=	$ 7,195 -
Bird Dropping Decontamination	$ 14.39	X	25 hours	=	$ 359.75

EXTRAORDINARY CLEANING SERVICES	Price per Sq. Ft./ Each/ Hr.		Est. Annual No. Sq. Ft./ Each/ Hrs		Est. Annual Pri
General Cleaning Duties	$ 14.39	X	250 Hrs	=	$ 3597.50
Office and Assoc. Area Cleaning	$ .0058	X	30,000 Sq. Ft.	=	$ 174 -
Lavatory/ Locker Rm. Cleaning	$ .0145	X	10,000 Sq. Ft.	=	$ 145 -
Strip and Refinish	$ .043	X	60,000 Sq. Ft.	=	$ 2,580 -
Spray Buff	$ .0067	X	80,000 Sq. Ft.	=	$ 536 -
Carpet Shampoo and Extract	$ .043	X	40,000 Sq. Ft.	=	$ 1,720 -
Light Fixture Cleaning	$ .50	X	1,000 Each	=	$ 500 -
Pressure Jet Washing	$ .044	X	10,000 Sq. Ft.	=	$ 440 -
Machine Scrub and Rinse	$ .0048	X	10,000 Sq. Ft.	=	$ 48 -
Policing	$ .0036	X	20,000 Sq. Ft.	=	$ 72 -
Parking Lot Machine Sweeping (Lots One and Two)	$ .00077	X	75,000 Sq. Ft.	=	$ 57.75
Disinfect Water Coolers	$ 1.00	X	5 Each	=	$ 5.00

Est. Annual Price - Hourly and Extraordinary Work - FIRST Year = (2) $ 18,811.44

ROUTINE AND PERIODIC WORK	(1)	$ 588,553.
HOURLY AND EXTRAORDINARY CLEANING SERVICES	(2)	$ 18,811.44
TOTAL ESTIMATED ANNUAL CONTRACT PRICE FIRST YEAR	(1) + (2)	$ 607,364.6

Payment for all work subject to satisfactory performance

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PRICING SHEETS (cont'd)

SECOND YEAR

ROUTINE AND PERIODIC WORK	Estimated Annual Lump Sum Price
Routine and Periodic Work - PATC (Non-Police Areas)	$ 409,274.91
Routine and Periodic Work - PATC (Police Areas) (Central Police Desk Rm. 315, Firing Range Rm. 321 & EOC Rm. 317 only)	$ 73,302.96
Routine and Periodic Work – 777 Jersey Avenue	$ 128,280.19
Est. Annual Lump Sum Price- Routine and Periodic Work – SECOND Year =	(3) $ 610,858.06

HOURLY WORK	Price per Hour		Est. Annual No. Hrs		Est. Annual Price
Heavy Duty Lot Sweeping	$ 14.82	X	96 hours	=	$ 1,422.72
Snow Removal	$ 14.82	X	500 hours	=	$ 7,410.-
Bird Dropping Decontamination	$ 14.82	X	25 hours	=	$ 370.50

EXTRAORDINARY CLEANING SERVICES	Price per Sq. Ft./ Each/ Hr.		Est. Annual No. Sq. Ft./ Each/ Hrs		Est. Annual Price
General Cleaning Duties	$ 14.82	X	250 Hrs	=	$ 3,705.-
Office and Assoc. Area Cleaning	$ .0059	X	30,000 Sq. Ft.	=	$ 177.-
Lavatory/ Locker Rm. Cleaning	$ .015	X	10,000 Sq. Ft.	=	$ 150.-
Strip and Refinish	$ .044	X	60,000 Sq. Ft.	=	$ 2,640.-
Spray Buff	$ .0068	X	80,000 Sq. Ft.	=	$ 544.-
Carpet Shampoo and Extract	$ .044	X	40,000 Sq. Ft.	=	$ 1,760.-
Light Fixture Cleaning	$ .50	X	1,000 Each	=	$ 500.-
Pressure Jet Washing	$ .044	X	10,000 Sq. Ft.	=	$ 440.-
Machine Scrub and Rinse	$ .005	X	10,000 Sq. Ft.	=	$ 50.-
Policing	$ .0036	X	20,000 Sq. Ft.	=	$ 72.-
Parking Lot Machine Sweeping (Lots One and Two)	$ .0008	X	75,000 Sq. Ft.	=	$ 60.-
Disinfect Water Coolers	$ 1.00	X	5 Each	=	$ 5.-
Est. Annual Price - Hourly and Extraordinary Work – SECOND Year				=	(4) $ 19,306.22

ROUTINE AND PERIODIC WORK	(3)	$ 610,858.06
HOURLY AND EXTRAORDINARY CLEANING SERVICES	(4)	$ 19,306.22
TOTAL ESTIMATED ANNUAL CONTRACT PRICE SECOND YEAR (3) + (4)		$ 630,164.28 (B)

Payment for all work subject to satisfactory performance

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PRICING SHEETS (cont'd)

THIRD YEAR

ROUTINE AND PERIODIC WORK

Estimated Annual Lump Sum Price

Routine and Periodic Work - PATC (Non-Police Areas)	$ 416,736.51
Routine and Periodic Work - PATC (Police Areas)	$ 74,639.37
(Central Police Desk Rm. 315, Firing Range Rm. 321 & EOC Rm. 317 only)	
Routine and Periodic Work – 777 Jersey Avenue	$ 130,618.90

Est. Annual Lump Sum Price- Routine and Periodic Work – THIRD Year = (5) $ 621,994.78

HOURLY WORK	**Price per Hour**		**Est. Annual No. Hrs**		**Est. Annual Price**
Heavy Duty Lot Sweeping	$ 15.26	X	96 hours	=	$ 1,464.96
Snow Removal	$ 15.26	X	500 hours	=	$ 7,630 -
Bird Dropping Decontamination	$ 15.26	X	25 hours	=	$ 381.50

EXTRAORDINARY CLEANING SERVICES	**Price per Sq. Ft./ Each/ Hr.**		**Est. Annual No. Sq. Ft./ Each/ Hrs**		**Est. Annual Price**
General Cleaning Duties	$ 15.26	X	250 Hrs	=	$ 3,815 -
Office and Assoc. Area Cleaning	$ .006	X	30,000 Sq. Ft.	=	$ 180 -
Lavatory/ Locker Rm. Cleaning	$ .016	X	10,000 Sq. Ft.	=	$ 160 -
Strip and Refinish	$ .046	X	60,000 Sq. Ft.	=	$ 2,760 -
Spray Buff	$ .007	X	80,000 Sq. Ft.	=	$ 560
Carpet Shampoo and Extract	$ .046	X	40,000 Sq. Ft.	=	$ 1,840 -
Light Fixture Cleaning	$ .50	X	1,000 Each	=	$ 500
Pressure Jet Washing	$ .046	X	10,000 Sq. Ft.	=	$ 460
Machine Scrub and Rinse	$ .005	X	10,000 Sq. Ft.	=	$ 50
Policing	$ .0037	X	20,000 Sq. Ft.	=	$ 74
Parking Lot Machine Sweeping (Lots One and Two)	$ .0009	X	75,000 Sq. Ft.	=	$ 67.50
Disinfect Water Coolers	$ 1 -	X	5 Each	=	$ 5.80

Est. Annual Price - Hourly and Extraordinary Work – THIRD Year = (6) $ 19,947.96

ROUTINE AND PERIODIC WORK (5) $ 621,994.78

HOURLY AND EXTRAORDINARY CLEANING SERVICES (6) $ 19,947.96

TOTAL ESTIMATED ANNUAL CONTRACT PRICE THIRD YEAR (5) + (6) $ 641,942.74 (C)

Payment for all work subject to satisfactory performance

21379

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PRICING SHEETS (cont'd)

TOTAL ESTIMATED ANNUAL CONTRACT PRICE FIRST YEAR (A) $607,364.64

TOTAL ESTIMATED ANNUAL CONTRACT PRICE SECOND YEAR (B) $630,164.28

TOTAL ESTIMATED ANNUAL CONTRACT PRICE THIRD YEAR (C) $641,942.74

TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE $1,879,471.66

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

CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

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

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

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

CLEANER – Year 1
MINIMUM WAGE: **$11.69/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 11.69
NUMBER OF EMPLOYEES 11

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.20

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .61	11
VACATION ALLOWANCE	$ .30	5
SICK TIME ALLOWANCE	$ .17	3
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 13.97 sub total 1, 2 & 3

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

F.I.C.A.	$ .72
N.Y.S.U.I./ N.J.S.U.I.	$ .45
F.U.I.	$ .06
WORKERS' COMPENSATION	$ .57
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .17
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .58

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 17.80

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

21379

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BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

CLEANER – Year 2
MINIMUM WAGE: **$12.04/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.04
NUMBER OF EMPLOYEES 11

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.20

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .63	11
VACATION ALLOWANCE	$ .57	10
SICK TIME ALLOWANCE	$ .23	3
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 14.67 sub total 1, 2 & 3

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

F.I.C.A.	$ .75
N.Y.S.U.I./ N.J.S.U.I.	$ .46
F.U.I.	$ .06
WORKERS' COMPENSATION	$ .59
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .17
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .60

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 18.58

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

21379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

CLEANER – Year 3

MINIMUM WAGE: **$12.40/hour**

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$ 12.40	
NUMBER OF EMPLOYEES	11	

ITEM #2

AVERAGE HEALTH BENEFITS		
HEALTH	$ 1.20	

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .64	11
VACATION ALLOWANCE	$ .29	5
SICK TIME ALLOWANCE	$ .18	3
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 14.71	sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ .77
N.Y.S.U.I./ N.J.S.U.I.	$ .47
F.U.I.	$ .06
WORKERS' COMPENSATION	$ .61
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .18
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)	
VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ .62
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 18.70

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

Vendor # 120441
United Services, Inc.
RFQ # 6000096749

Cleaner Year 1

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	11.69	1,028.72	2,080	0.494577
Vacation	5	8	40	11.69	467.60	2,080	0.224808
Sick	3	8	24	11.69	280.56	2,080	0.134885

Cleaner - Year 2

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	12.04	1,059.52	2,080	0.509385
Vacation	5	8	40	12.04	481.60	2,080	0.231538
Sick	3	8	24	12.04	288.96	2,080	0.138923

Cleaner - Year 3

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	12.40	1,091.20	2,080	0.524615
Vacation	5	8	40	12.40	496.00	2,080	0.238462
Sick	3	8	24	12.40	297.60	2,080	0.143077

Lead Worker Year 1

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	14.50	1,276.00	2,080	0.613462
Vacation	10	8	80	14.50	1,160.00	2,080	0.557692
Sick	4	8	32	14.50	464.00	2,080	0.223077

Lead Worker Year 2

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	14.50	1,276.00	2,080	0.613462
Vacation	10	8	80	14.50	1,160.00	2,080	0.557692
Sick	4	8	32	14.50	464.00	2,080	0.223077

Lead Worker Year 3

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	14.73	1,296.24	2,080	0.623192
Vacation	10	8	80	14.73	1,178.40	2,080	0.566538
Sick	4	8	32	14.73	471.36	2,080	0.226615

Supervisor Year 1

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	18.75	1,650.00	2,080	0.793269
Vacation	10	8	80	18.75	1,500.00	2,080	0.721154
Sick	4	8	32	18.75	600.00	2,080	0.288462

Supervisor Year 2

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	18.75	1,650.00	2,080	0.793269
Vacation	10	8	80	18.75	1,500.00	2,080	0.721154
Sick	4	8	32	18.75	600.00	2,080	0.288462

Supervisor Year 3

	# of Day Allotted	Hours Per Day	Total Hours	Direct Wage	Total Cost of Days Off	Total Hours per Year	Cost Per Hour for Time Off
Holiday	11	8	88	18.86	1,659.68	2,080	0.797923
Vacation	10	8	80	18.86	1,508.80	2,080	0.725385
Sick	4	8	32	18.86	603.52	2,080	0.290154

21379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

LEAD WORKER – Year 1

MINIMUM WAGE: **$13.88/hour**

FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 14.50
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.20

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .75	11
VACATION ALLOWANCE	$ .68	10
SICK TIME ALLOWANCE	$ .27	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 17.40	sub total 1, 2 & 3

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

F.I.C.A.	$ .90
N.Y.S.U.I./ N.J.S.U.I.	$ .55
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .71
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .21
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY Communication	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .74

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 21.82

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

379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

LEAD WORKER – Year 2
MINIMUM WAGE: **$14.30/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 14.50
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.20

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .75	11
VACATION ALLOWANCE	$ .68	10
SICK TIME ALLOWANCE	$ .27	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 17.40	sub total 1, 2 & 3

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

F.I.C.A.	$ .90
N.Y.S.U.I./ N.J.S.U.I.	$ .55
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .71
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .21
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY Communication	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .74

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 21.82

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

#21379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

LEAD WORKER – Year 3
MINIMUM WAGE: **$14.73/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 14.73
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 1.20

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .176	11
VACATION ALLOWANCE	$ .169	10
SICK TIME ALLOWANCE	$ .128	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 17.66	sub total 1, 2 & 3

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

F.I.C.A.	$ .191
N.Y.S.U.I./ N.J.S.U.I.	$ .155
F.U.I.	$ .103
WORKERS' COMPENSATION	$ .172
GENERAL LIABILITY INSURANCE	$ .169
DISABILITY INSURANCE	$ .121
OTHER TAXES AND INSURANCE	$ .118
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ .13
UNIFORMS	$
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .176

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 22.12

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

21379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

SUPERVISOR – Year 1

MINIMUM WAGE: **$17.78/hour**

FULL-TIME EMPLOYEES FORM

ITEM# 1

AVERAGE HOURLY DIRECT WAGES	$ 18.75
NUMBER OF EMPLOYEES	1

ITEM #2

AVERAGE HEALTH BENEFITS	
HEALTH	$ 1.20

ITEM #3

AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .96	11
VACATION ALLOWANCE	$ .88	10
SICK TIME ALLOWANCE	$ .35	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 22.14	sub total 1, 2 & 3

ITEM #4

AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)

F.I.C.A.	$ 1.16
N.Y.S.U.I./ N.J.S.U.I.	$ .55
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .92
GENERAL LIABILITY INSURANCE	$ .10
DISABILITY INSURANCE	$ .27
OTHER TAXES AND INSURANCE	$ .18
SPECIFY	

ITEM #5

AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)

VEHICLE/MTCE/FUEL	$
UNIFORMS	$ .13
EQUIPMENT	$ .19
MATERIALS	$
SUPPLIES	$ .63
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .05
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ .95
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 27.30

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

1379

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

SUPERVISOR – Year 2
MINIMUM WAGE: **$18.31/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 18.25	
NUMBER OF EMPLOYEES	1	
ITEM #2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ 1.20	
ITEM #3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .196	11
VACATION ALLOWANCE	$ .188	10
SICK TIME ALLOWANCE	$ .135	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 22.14	sub total 1, 2 & 3
ITEM #4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 1.16	
N.Y.S.U.I./ N.J.S.U.I.	$ .555	
F.U.I.	$ .103	
WORKERS' COMPENSATION	$ .192	
GENERAL LIABILITY INSURANCE	$ .110	
DISABILITY INSURANCE	$ .127	
OTHER TAXES AND INSURANCE	$ .178	
SPECIFY		
ITEM #5		
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$	
UNIFORMS	$ .113	
EQUIPMENT	$ .119	
MATERIALS	$	
SUPPLIES	$ .163	
RELIEF	$	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE$	.105	
SPECIFY Communications		
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ .195	
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 27.30	

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

PART IV -

1379.

BIDDER NAME: United Services BID NUMBER 21379

GENERAL CLEANING AND JANITORIAL SERVICES AT PATC AND 777 JERSEY AVE.

SUPERVISOR – Year 3
MINIMUM WAGE: **$18.86/hour**
FULL-TIME EMPLOYEES FORM

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 18.96	
NUMBER OF EMPLOYEES	1	
ITEM #2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ 1.20	
ITEM #3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .197	11
VACATION ALLOWANCE	$ .188	10
SICK TIME ALLOWANCE	$ .135	4
PENSION	$	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 22.26	sub total 1, 2 & 3
ITEM #4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ 1.17	
N.Y.S.U.I./ N.J.S.U.I.	$ .55	
F.U.I.	$ .03	
WORKERS' COMPENSATION	$ .192	
GENERAL LIABILITY INSURANCE	$ .110	
DISABILITY INSURANCE	$ .07	
OTHER TAXES AND INSURANCE	$ .18	
SPECIFY		
ITEM #5		
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$	
UNIFORMS	$ .13	
EQUIPMENT	$	
MATERIALS	$ .119	
SUPPLIES	$	
RELIEF	$ .163	
ROLL CALL	$	
OTHER COMPONENTS NOT SPECIFIED ABOVE$	.05	
SPECIFY Communications		
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ .196	
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 27.44	

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

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PART V – SPECIFICATIONS

1. Specific Definitions

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

The term "Facility" shall collectively mean the Port Authority Technical Center and 777 Jersey Avenue. The terms "Manager" or "Facility Manager" shall mean the Port Authority Manager of the Port Authority Technical Center and 777 Jersey Avenue or his/her duly appointed representative.

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.

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.

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

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 Port Authority Technical Center and 777 Jersey Avenue and any other areas described herein at these locations 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. Wages and Supplemental Benefits

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of Resident Manager, and other administrative personnel performing such duties exclusively.

2) "Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plans are not included as wages.

3) "Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, medical checkup, welfare, retirement and non-occupational disability benefits, health, life, accident, or other such types of insurance. Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable as supplemental benefits. Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included as Supplemental Benefits.

4) "Non-overtime Hours Worked" shall mean the straight-time hours actually worked by Employees under this contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

5) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time, may accrue in one year but may not be paid to the following Contract year.

For example: Assume an employee begins working for the Contractor on January 1, 2007. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2008, the employee's vacation benefits accrued in 2007 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Minimum Hourly Wage and Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2007.

C. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wage and fair and reasonable Supplemental Benefits for each employee in each category as set forth below.

Minimum Hourly Wages - Year One

Cleaner - $11.69 (per hour)

Lead Worker - $13.88 (per hour)

Supervisor - $17.78 (per hour)

Minimum Hourly Wages - Year Two

Cleaner - $12.04 (per hour)

Lead Worker - $14.30 (per hour)

Supervisor - $18.31 (per hour)

Minimum Hourly Wages - Year Three

Cleaner - $12.40 (per hour)

Lead Worker - $14.73 (per hour)

Supervisor - $18.86 (per hour)

D. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Minimum Hourly Wage for employees holding the positions of Cleaner, Lead Worker and Supervisor, shall each be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

E. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying any individual employee hourly Wages higher than the Minimum Hourly Wage hereinbefore described. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wage per job title, set forth above, allows the Contractor to pay or provide some of its employees hourly Wages that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

F. Contractors (and its subcontractors) should expect to be audited with respect to Wages and Supplemental Benefits paid to Employees under this Contract. All Wage and Supplemental Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply

with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

G. The Contractor shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages and Supplemental Benefits, the Contractor is also required to provide such records and books of account in spreadsheet or other electronic format if available in electronic format and the Port Authority requests that such records and books of account be provided in electronic format.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have 15 business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the wages and supplemental benefits provisions of this contract.

H. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records showing straight time hours worked, total straight time Wages paid and Supplemental Benefits provided for each employee providing the Contractor's Services under the Contract for each month of the Contract during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages and Supplemental Benefits paid or provided by the Contractor or its subcontractor to employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I, attached hereto and made a part hereof.

I. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly

Wages set forth herein (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's employees who have not been paid the proper wages (or to the Port Authority for retention by the Port Authority until such time as the Contractor's employees are paid), or shall pay to the subcontractor's employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the Minimum Hourly Wages required hereunder and the Hourly Wages actually paid or provided by the number of non-overtime hours worked by all employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract. The Authority shall have the same recovery rights if an audit demonstrates that the Contractor has failed to pay or provide reasonable Supplemental Benefits as required by this Contract.

J. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment(s) due to the Contractor under this Contract.

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

4. Health Benefits for Full-Time Employees

A. Definition:

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

B. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than health benefits established in this paragraph for each Employee in each category, and the health benefits shall be subject to the requirements as set forth below.

1) Health benefits shall be provided to Employees and their families.

2) Health benefits shall include a health insurance program addressing the following list of recommended acceptable components:

   i. up to and including family coverage, as applicable

   ii. inpatient hospital services

   iii. outpatient surgical facility

   iv. emergency room services

   v. prenatal services

   vi. well visits/immunizations/routine visits for illness

   vii. prescription drug benefit

3) The Cost of health benefits shall be as set forth in the Calculation of Hourly Rate Form for each employee in each category required under this Contract, with an exact numerical (dollar) requirement for health benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that health benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums or enrollment fees:

   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.

5. Routine and Periodic Cleaning

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

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

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

1 X yr. - 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 yr. – 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.

4 X yr. - 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.

12 X yr. - 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.

24 X yr. - Items marked "24 X yr." shall be cleaned twice each month, but the Contractor shall allow at least 11 calendar days but no more than 14 calendar days to elapse between cleanings.

36 X yr. - Items marked "36 X yr." shall be cleaned three times per month, but the Contractor shall allow at least 7 calendar days to elapse between cleanings but no more than 9 calendar days to elapse between cleanings.

52 X yr. – Items marked "52 X yr." shall be cleaned once per week, but the Contractor shall allow at least four but no more than nine calendar days to elapse between cleanings.

104 X yr. - Items marked "104 X yr." shall be cleaned twice per week, but the Contractor shall allow at least two days but no more than four to elapse between cleanings.

260 X yr. - Items marked "260 X yr." shall be cleaned each day except for holidays and weekends.

6. Management and Supervision

A. The Contractor shall assign a Resident Manager whose presence at the Facility is required during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays and at such other times as the Facility Manager may require. However, the Facility 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; ordering of equipment, material and supplies and training of employees. The Contractor's Resident Manager 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 provide the following supervisory personnel at a minimum as described below. One (1) Supervisor during the hours of 11:00 a.m. to 7:00 p.m. Monday through Friday excluding holidays. It is the intent of the Port Authority that this Supervisor be used to supervise project work and routine cleaning. The Supervisor 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 tours of the premises.

The Contractor shall provide one (1) Lead Worker during the hours of 3:00 p.m. to 11:30 p.m. Monday through Friday excluding holidays. The Lead Worker 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 tours of the premises. The Lead Worker can also perform cleaning duties.

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

C. Any Resident Manager, Supervisors or Lead Worker assigned hereunder shall be able to speak and write in the English language.

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

E. Any Resident Manager 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 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. The Contractor's Resident Manager, and any Supervisor or Lead Worker shall be provided by the Contractor with a Nextel or Port Authority approved equal cell phone (Resident Manager's phone shall also have activated Blackberry email capability) and shall respond to the Facility Manager by way of the Nextel or Port Authority approved equal cell phone within fifteen (15) minutes of receiving the call or message.

G. Primary residence telephone numbers and alternate phone numbers shall be made available to the Facility Manager for the Resident Manager and Supervisor employed by the Contractor for use in emergency notifications and shall be updated as necessary.

H. The Resident Manager and Supervisor shall devote their entire time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and they shall not be assigned to the performance of administrative tasks.

I. The cost for the Resident Manager and Supervisor shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

7. Staffing

The Contractor shall have the following minimum mandatory staff physically present and engaged in the performance of the work as described herein. All hours are Monday to Friday, excluding weekends and holidays, except where noted.

Full-Time Staff	Position Title	Days	Hours
1	Resident Manager	Monday to Friday	7:00am - 4:00 pm
1	Supervisor	Monday to Friday	11:00am - 7:00 pm
1	Lead Worker	Monday to Friday	3:00pm - 11:30pm
6	Thorough Cleaners	Monday to Friday	7:00am - 6:30 pm
2	Policing Cleaners	Monday to Friday	7:00am - 4:00pm
2	Periodic Cleaners	Monday to Friday	4:00pm - 11:00pm

Part-Time staff

1	Central Police Desk	Monday to Friday	4:00pm - 6:30pm
		Monday to Friday	12:00am - 2:30am
		Weekends and Holidays	7:00am - 9:30am
1	Central Police Desk	Weekends and Holidays	1:30pm - 3:30pm
		Weekends and Holidays	9:00pm - 11:30pm

8. Personnel Requirements

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to the Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirements 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 Facility Manager determines is adverse to the public interest or to the best interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

The Contractor will be required to train all its personnel in the proper handling of medical and human waste as mandated by Federal OSHA and to supply materials and equipment and medical waste cleanup kits for possible medical cleanup at the Facility to include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution.

All Contractor's employees performing Work required hereunder shall have the ability to communicate in the English language to the extent necessary to

comprehend directions given by either the Contractor's supervisory staff or by the Facility Manager's staff.

9. Materials, Supplies and Equipment

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, approved lead specific detergents, goggles, tongs, degreasers, soaps, sanitizers, deodorizers, air fresheners, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, plastic bags, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal, glue removal and gum removal products, snow shovels, and microtrap filters, bag filters and polyliners for all vacuums except the Port Authority Police Department Firing Range HEPA vacuum. For possible medical waste cleanup, the Contractor should have available for use by its employees the following: red bags, gloves, sharps containers, a bleach solution, and any other items deemed necessary for the cleaning of medical waste.

B. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to:

1) Four (4) leaf blowers,
2) Two (2) Unipro Dual-speed Floor Machine floor scrubbers (one 17" and one 20") or Port Authority approved equal,
3) Two (2) Nobles Speedshine High Speed Burnishers (20") or Port Authority approved equal,
4) One (1) Minuteman Vac 35 "Billy Goat" type lot machine sweeper or Port Authority approved equal,
5) One Heavy Duty lot rider sweeper such as a Tennant 6400 rider sweeper or Port Authority approved equal,
6) Salt spreaders,
7) One (1) snow blower,
8) One (1) pressure washer,
9) Two (2) Nobles Shop Wet/Dry vacuums Model # OE-WD10-EA or Port Authority approved equal,
10) Seven Nobles Tidy-Vac "silent" vacuums Model # 610784 with 1.25" attachments or Port Authority approved equal,
11) One Nobles EZ Spot portable extractor or Port Authority approved equal,
12) Two (2) Advantage Series – 200 PSI portable carpet extraction machines,
13) One (1) Nobles Falcon 2800 Plus walk-behind carpet extraction machine or Port Authority approved equal,
14) One (1) Viper Fang 20" Battery Powered Floor Scrubber or Port Authority approved equal,
15) One (1) triple-action scrubbing machine,
16) Two (2) Minuteman C42000-01 carpet blowers or Port Authority approved equal,

17) Scaffolding or any other equipment needed for dusting and cleaning exterior of specified ductwork and lighting fixtures,
18) Nextel or Port Authority approved equal cell phones for the Resident Manager and any Supervisor or Lead Worker, including activated Blackberry email service for the Resident Manager's phone.

All mechanically operated equipment must be in sound operating condition as determined by the Facility Manager, and must remain at the Facility for the Port Authority's exclusive use.

C. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, sanitary napkins and tampons, air fresheners, sanitary napkin disposal bags and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order.

D. Should the Facility Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Port Authority. Notwithstanding the above, where the Contractor pursuant to this paragraph replaces a sanitary napkin dispenser, the Contractor shall be reimbursed for the purchase price of the replacement provided that it has supplied a receipt for such purchase to the Facility Manager.

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

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

1) Requirements: Toilet tissue shall be white, unglazed, soft, strong and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fibers. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of 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) Packaging 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 brand name/number. The product wrapper shall remove freely from the tissue roll. Delivery shall be in unopened cartons for easy removal from delivery vehicle.

5) 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. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Facility Manager and, until further notice, shall not exceed $ .50 per item unless otherwise authorized by the Facility Manager.

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

H The Port Authority shall supply all bulbs and tubes to be used in relamping.

10. Walk-Off Mats

Walk off mats for the lobbies at PATC and 777 Jersey Avenue shall be supplied by the Port Authority. The Contractor shall be responsible for cleaning the mats daily, the Contractor shall place the mats as designated by the Facility Manager. The mats shall be properly taped down to the satisfaction of the Facility Manager.

11. Approval of Equipment, Materials and Supplies

The Contractor in performing the work required hereunder shall use only equipment, materials and supplies approved in advance by the Facility Manager.

Green Products

As operator of the Port Authority Technical Center and 777 Jersey Avenue, the Port Authority is concerned with providing and maintaining a clean and safe environment for its employees, tenants patrons and visitors. Therefore, the Contractor shall be required to implement a cleaning program where all chemicals and products will be classified as "Green". "Green Products" are described as those

that are safe for the environment and safe for the end user. It is understood that not every cleaning function has an appropriate "green product" but the Contractor should routinely monitor the market for newer and safer chemicals to reduce employee and patron exposure. The Contractor shall take a pro-active role to achieve compliance in this area. In any event, the Contractor will provide the Facility Manager with a complete list of cleaning products designating each product as green or non-green. All products shall be on the Port Authority's Approved Product List or may be submitted for approval and subsequent placement on the Approved Products List.

The supplies which are currently approved for use are set forth in the "Port Authority Approved Products List - Environmental Protection Supplies" which is attached and labeled as Exhibit B. The Contractor is responsible for obtaining all updated listings from the Facility Manager's office.

The Contractor may propose additional equipment, materials and supplies for the Manager's and Inspection and Safety Division's approval. If so approved, their use shall be subject to such conditions and instructions with respect to use as the Facility 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 manufacturers' instructions.

12. Trash Removal

The Port Authority will provide, at no cost to the Contractor, dumpsters at a designated location into which the Contractor shall place only trash generated by the Port Authority under this Contract. The Facility has a Source Separation Program in effect by which the Contractor is responsible for placing the material in the proper dumpster, as designated by the Facility Manager.

13. Evening Wet Trash Pick-up

All wet trash shall be removed by the contractor from PATC and 777 Jersey Avenue after 7 pm Monday through Friday, exclusive of holidays. All collected wet trash shall be placed in dumpsters provided by others.

14. Contract Specific Employee Uniforms and Appearance Requirements

The Contractor shall provide new distinctive uniforms to each employee performing the cleaning and janitorial work required hereunder, approved by the Facility 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 Facility Manager's approval. In addition, the Contractor shall provide its employees with all foul weather gear appropriate for the performance of services

hereunder, which shall include, but not be limited to, gloves, waterproof boots, hooded insulated parkas and safety vests.

The Contractor shall provide the Resident Manager and Supervisor hereunder with consistent and distinctive business attire, as approved by the Port Authority.

The Contractor will be granted a fourteen (14) 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 shirt. Any employee assigned to perform Work after such grace period has expired must be attired as required under this numbered clause within seven (7) days after being so assigned.

The Contractor agrees that its employees will present a neat, clean and orderly appearance at all times without display of excessive ornamentation including visible body piercing, tattoos, extra long fingernails and earrings. The Contractor shall cause its employees to change to freshly cleaned uniforms daily and will provide each worker with an annual allotment of five (5) long-sleeved shirts, five (5) short-sleeved shirts (all shirts must be collared) and five (5) pairs of pants. The Contractor shall also be responsible for providing cleaning service for the uniforms to each of its employees. The Contractor will also be responsible for ensuring that its employees are wearing shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not, in any manner cover any part of the uniform.

All Cleaners shall be provided with, at the Contractor's expense, as an included cost, an appropriate distinctive seasonal uniform that shall be subject to the approval of the Facility Manager.

The Facility 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.

15. 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, it shall advise the Facility Manager and shall place such "Out of Order" or warning signs as are appropriate. Such signs will be furnished by the Port Authority and shall remain in place until necessary repairs are completed.

16. Contractor's Parking

One parking space will be provided by the Port Authority at the Port Authority Technical Center for the Resident Manager.

17. Scheduling of Work

A. The Contractor shall, during the term of this Contract with respect to Work covered by these Specifications, submit to the Facility Manager a written report generated by computer as herein described, setting forth the Contractor's advance scheduling for each three (3) month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three (3) month period, the dates and time of day when such Work will be done, the number of staff 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 Facility Manager.

The first such report covering the first three (3) months of this Contract shall be submitted by the Contractor within ten (10) days prior to the commencement of this Contract and each subsequent three (3) month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Facility 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 Facility Manager.

The Contractor shall procure and maintain at its own expense, a computer and software program for use in the scheduling of Work and monthly billing. The software program shall be compatible with the Facility's Window-based software program, and must be email capable.

All invoices and schedules must clearly indicate the appropriate line items on the Contractor's Cost Proposal Form.

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

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

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

18. Space Provided to the Contractor

The Port Authority will furnish the Contractor with non-exclusive locker space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. The Port Authority will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies, with the exception of the Heavy Duty parking lot sweeper for which there is no on-site storage available. Said facilities and space shall be designated by the Facility Manager and may be changed at any time at his/her discretion. Janitorial closets are to be kept locked at all times

The Port Authority by its officers, employees, and representatives shall have the right at any time to enter upon the facilities and/or spaces so provided to the Contractor, to inspect the same, to observe the performance by the Contractor of his obligations under this Contract, and to do any act or thing which the 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 Facility, 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.

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 one (1) month after the award date 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 its own expense and as an included cost, be required to annually train all its 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, goggles, tongs, and a bleach solution.

20. Training Requirements

As operator of the Facility, the Port Authority is concerned with maintaining a clean and safe environment for its employees and tenants.

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) and (2) below. The on-going training program (referenced to herein as the "Training Program") will focus on Supervisory and Technical Skills. Brief descriptions of the requirements of the various components of the Training Program are as follows:

(1) **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 Port Authority Facility Manager a schedule for such supervisory training within one (1) month of the award date 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.

(2) **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 that the Facility 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 award date of this Contract, the Contractor shall submit a Training Plan for the Training Program hereunder to the Facility Manager for approval and upon the Facility 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.

All required training hereunder should be concluded within one (1) month of the Facility Manager's approval of the Contractor's training plan unless the Facility Manager determines otherwise.

21. Extraordinary Cleaning Services

At the verbal request of the Facility Manager, followed by a written notice, the Contractor shall perform those extraordinary cleaning services at the unit prices inserted by the Contractor in the attached Pricing Sheets for "Extraordinary Cleaning Services." "Extraordinary Cleaning Services" shall not include the repetition of prior work performed by the Contractor and determined by the Facility 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 Facility Manager determines that such additional frequencies are required due to special events or other circumstances out of the ordinary. The Facility Manager's request must specifically identify the work as Extraordinary Cleaning before such unit prices are payable.

22. Facility Recycling Program

The Contractor shall be fully responsible for the facility's recycling program. As part of the daily policing, cardboard and paper shall be removed and brought to the loading dock. All cardboard boxes will be collapsed.

At a minimum, bottles and cans shall be picked up by the contractor each Tuesday and Fridays and brought to the loading dock. The contractor shall clean each recycling container and reline with heavy duty recycling bags each time the recyclables are picked up. Recycling bags will not be provided by the Port Authority.

No trash shall be intermingled with recycling material. All material will be separated and placed in the dumpsters provided by others. All recycling materials will be removed by others from the site of work.

23. Inclement Weather Requirements – Snow Removal

When and as directed by the Facility Manager, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of the Site of the Work as the Facility Manager may designate and shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, building entrances, emergency exits pedestrian crosswalks,

handicapped ramps and adjacent sidewalks in the Parking Lots. Exterior areas will not include snow removal from actual roadways or lots.

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

Within four (4) hours of the Facility Manager's request, the Contractor shall provide such separate personnel as are deemed necessary by the Manager for the performance of services required under this clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the appropriate Price Per Hour as same is set forth in the Contractor's Price sheets. All snow removal personnel shall have the physical capability to perform snow removal functions. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. The Manager shall notify the Contractor when its services for snow removal 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 9B of this Section, the Contractor shall further provide snow shovels, brooms, ice choppers, cyclone spreaders, snow blower 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.

Sand/or deicing materials shall be applied by the use of a cyclone spreader by the Contractor to such exterior of areas as the Facility 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 Facility Manager. The Contractor shall also submit weekly usage reports to the Facility Manager detailing all sand and/or deicing material utilized by the Contractor for the week covered.

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

24. Heavy Duty Lot Sweeping

The Contractor shall machine sweep the lots designated by the Facility Manager as required. The Contractor shall use a heavy-duty rider sweeper such as a Tennant 6400 or Port Authority approved equal. Prior to the machine sweeping, the Contractor shall use leaf blowers to blow litter and debris from understand around vehicles. The hourly rate entered by the Contractor on the Pricing Sheets shall include the cost of all labor, equipment and supervision for the performance of the work. Water will be made available to the Contractor and a dumpster will be made available for the dumping of litter and debris swept from the lots.

Heavy Duty Lot Sweeping shall not be included in the Contractor's Annual Lump Sum Price, but will be covered by the price for Heavy Duty Lot Sweeping separately quoted by the Contractor on the Pricing Sheets.

25. Pigeon Dropping Removal

The Contractor shall be required, when ordered by the Facility Manager to perform pigeon dropping removal. Compensation for such work shall be as set forth on the Contractor's Cost Proposal Form. The following safety procedures and method shall be used when removing the dropping.

Preventing the inhalation of airborne dust from pigeon droppings is the primary method of reducing the likelihood of any infection. Wetting the material with water or a germicidal solution to prevent the release of airborne dust is the preferred method of control. In instances where this method is operationally impractical, the use of respiratory protection is necessary.

Individuals working in the immediate areas where bird droppings will be disturbed should at a minimum wear a NIOSH approved N-95 dust mask and protective coveralls. If a worker prefers to wear a tight fitting respirator, P-100 cartridges should be used and disposed of following completion of the job. The worker must be medically cleared and fit-tested prior to wearing the respirator. If the bird droppings are located above the worker, goggles or safety glasses should be worn. Contaminated uniforms must be laundered before reuse.

Workers involved in the cleaning of droppings must at a minimum wear a N-95 dust mask, protective coveralls rubber gloves and goggles.

Large accumulations of pigeon droppings should be removed in the following manner:

a) Use a germicidal solution consisting of 10% household bleach (1 part household bleach mixed with 9 parts water) and thoroughly mix with droppings to a paste-like consistency.

b) Transfer the mixture into a plastic bag. The bagged droppings should then be sealed and placed in a dumpster.

c) After the gross removal of the droppings, the affected areas must be lightly mopped with the working germicidal solution and left to air dry. Mop heads used to clean affected areas should be place in a plastic bag, sealed and placed in a dumpster.

26. Water Cooler Cleaning

The Contractor shall be required, when ordered by the Facility Manager to disinfect both the bottleless water coolers at the PATC (estimated frequency of once per year) and the bottled water coolers at the 777 Building (estimated frequency of four (4) times per year). Compensation for such work shall be as set forth on the Contractor's Cost Proposal Form. The following procedures shall be followed for the disinfecting of the coolers. Rubber or latex gloves (disposable) must be used.

A. <u>PATC Water Cooler Cleaning Procedure (Bottleless System)</u>

Procedure applies to cold water reservoir only. Hot water tanks are sealed closed and don't require cleaning. Frequency estimated at once per year; estimated number of units = 65.

1. Unplug unit.
2. Close shut off valve.
3. Remove cover.
4. Remove float assembly and replace air filter.
5. Disconnect carbon filter.
6. Empty stainless steel reservoir through spigot.
7. Wet wipe and rinse the inside of the stainless steel reservoir with ½ tablespoon of hydrogen peroxide.
8. Fill stainless steel reservoir and drain though spigot, refill, and drain again.
9. Replace float assembly.
10. Remove and clean the inside of the unit and drip tray with liquid soap and warm water. Make sure washed parts are rinsed properly and all soap residue is removed.
11. Vacuum dust from coils.
12. Replace cover.
13. In a clean bucket of water submerge and rinse new carbon filter to remove carbon dust.
14. Install new carbon filter.
15. Plug unit back in.

B. <u>Standard Procedure for Periodic Internal Cleaning, Sanitizing and Bottle Replacement of Bottled Water Coolers – 777 Jersey Avenue</u>

Suggested Frequency: Every three months or more often if needed; estimated number of units = 7.

<u>Internal Cleaning And Sanitizing</u>

1. Disconnect electric power to unit.
2. Remove empty water bottle from cooler.

3. Drain all water from cooler (both hot and cold taps as applicable)
4. Using a clean new sponge and a solution of 1 oz. Hypochlorite (bleach) to 2 gal. of water in a clean plastic pan, wipe inside of cooler wall to remove all stains, debris, algae, and other foreign substances.
5. Fill cooler well with fresh new water from new bottle, replace bottle cap.
6. All 1 oz hypochlorite solution to water in cooler and agitate to disperse the chemical.
7. Draw one cup of water from all taps (both hot and cold as applicable).
8. Allow remaining solution to stay in well and lines for at least ten minutes before draining the solution completely.
9. Repeat instruction procedures 5 through 8, except add 2 tablespoons of sodium bicarbonate (baking soda) to the water in place of the hypochlorite.
10. After draining the sodium bicarbonate solution from the unit, rinse well by flushing with plain bottled water by repeating procedures 5 then 3 before inserting a new bottle.
11. Drain off approximately 1 to 2 quarts of water through spigot (both hot and cold as applicable).
12. Drain off one cup of water – check for odor of bleach – if present, repeat procedure 9. If necessary, repeat steps 9 through 12 until there is no odor of bleach.

<u>Bottle Replacement</u>

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

EXHIBIT A – SCOPE OF WORK

THE PORT AUTHORITY TECHNICAL CENTER (PATC) AND 777 JERSEY AVENUE

The following Work, in the specified areas, shall be performed by the Contractor under this Contract.

ROUTINE WORK

A. **POLICING**: Continuous daily policing, Monday through Friday, excluding Holidays, between the hours of 7:00 a.m. and 4:00 p.m. of the areas listed below, ensuring a continually clean condition.

1. **PROCEDURES:**

   A. Policing of lavatories and locker rooms shall consist of the following:
      - Picking up and removal of all trash and recyclables, 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.
      - The Cleaners shall report to the Supervisor any lights that are out of service.

   B. Policing of the corridors, office areas, stairwells, lobbies, vestibules and other areas shall consist of the following:
      - Removal of gum and picking up of all trash, litter and cigarette butts, etc. from floors and stairs in all assigned areas.
      - Complete mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc. which shall also include the office areas.
      - Trash and recycling receptacles are to be emptied, relined and cleaned as necessary.
      - Damp wipe fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls and columns, and Automated External Defibrillator (AED) cabinets as necessary.
      - All glass doors and glass at floor level shall be spot cleaned.
      - The security turnstiles and gate in the lobby shall be polished daily.
      - All artificial plants are to be dusted as necessary.

   C. Policing of the Cafeteria shall consist of the following:
      - Removal of all gum and picking up of all trash and litter from the floor and tables
      - Wiping table with a sanitizing solution, emptying and relining of all trash and recycling containers and prompt removal of all wet spills.
      - Complete mopping and sanitizing is to be performed as soon as made necessary by sickness, spillage, leaks, etc.

      NOTE: The Cafeteria shall be policed daily Monday through Friday between the hours of 7:00 a.m. to 8:00 a.m. and 10:30 a.m. to 11:00 a.m.

   D. Policing of the exterior shall consist of the following:
      - Removal of gum and picking up of all trash, litter and cigarette butts, etc.
      - Daily machine sweeping of parking lots with "Billy Goat" sweeper. This sweeping does not include Lots 1 and 2.

2. AREAS TO BE POLICED:

AREA PATC	APPROX. SQ.FT.	SURFACE
FIRST FLOOR		
LOBBY	890	VINYL TILE
LAVATORY	51	CERAMIC TILE
STAIRWELL	82	METAL
PASS ELEVATOR 1	64	CARPET
PASS ELEVATOR 2	64	CARPET
FRGT ELEVATOR	120	METAL/RUBBER
LOADING DOCK A	2,180	CEMENT
CORRIDOR	1,714	VINYL TILE
WOMEN'S LOCKER ROOM	112	CERAMIC TILE
WOMEN'S LAVATORY	183	CERAMIC TILE
MEN'S LAVATORY	221	CERAMIC TILE
COMSEG SHOPS 103		
MEN'S LOCKER ROOM	112	CERAMIC TILE
BREAK ROOM	902	CARPET
LOBBY/CORRIDOR	1,667	VINYL TILE
STAIRWELL C	208	METAL
ELEVATOR 3	478	METAL/RUBBER
MATLS ASPHALT/ CONCRETE LAB 107		
COMMON CORRIDOR	202	VINYL TILE
STAIRWELL D	174	METAL
CORRIDOR	1,398	VINYL TILE
CONF. ROOM	108	CEMENT
LOCKER ROOM/ LAVATORY	889	CERAMIC TILE
GARAGE 111		
WOMEN'S LAVATORY	334	CERAMIC TILE
MEN'S LAVATORY	778	CERAMIC TILE
BREAKROOM	470	VINYL TILE
STAIRWELL E	202	METAL
CORRIDOR	598	VINYL TILE
FLOOR	11,456	CEMENT
SEMAC ELECTR/STAGING 113 & 114		
CORRIDOR	172	VINYL TILE
MEN'S LOCKER ROOM	498	CERAMIC TILE
KITCHEN	174	VINYL TILE
CORRIDOR	409	VINYL TILE
WOMEN'S LAVATORY	181	CERAMIC TILE
LOADING DOCK D	2,936	CEMENT

AREAS TO BE POLICED (cont'd):

AREA	APPROX. SQ.FT.	SURFACE
REPRODUCTIONS PRINT SHOP 125		
MEN'S LOCKER ROOM	253	CERAMIC TILE
WOMEN'S LOCKER ROOM	109	CERAMIC TILE
EXHIBITS AND DISPLAYS 128		
CORRIDOR	281	VINYL TILE
FREIGHT ELEVATOR LOBBY	387	RUBBER
FREIGHT ELEVATOR 2	192	METAL/RUBBER
LOADING DOCK C	760	CEMENT
SECOND FLOOR		
FACILITY MANAGER'S OFFICE 200		
LAVATORY	40	CERAMIC TILE
OEM 202		
FOYER	120	CARPET
ROOM 212		
FACILITY CONF. ROOM	1,412	CARPET
SECURITY PROJ MGT 220		
KITCHEN	150	VINYL TILE
TB+T ACADEMY 221		
BREAK ROOM	252	CARPET
LECTURE ROOM 1	510	CARPET
LECTURE ROOM 2	510	CARPET
LECTURE ROOM 3	440	CARPET
LECTURE ROOM 4	500	CARPET
LOCKER ROOM	84	CARPET
LOCKER ROOM	105	CARPET
SECURITY PROJ MGT 222		
KITCHEN	110	VINYL TILE
CORRIDOR OUTSIDE RM 222		
CORRIDOR	7,618	CARPET
MEN'S LAVATORY	225	CERAMIC TILE
WOMEN'S LAVATORY	285	CERAMIC TILE
MEN'S LAVATORY	375	CERAMIC TILE
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
CAFETERIA 223		
CAFETERIA	5,494	CARPET
KITCHEN	514	CERAMIC TILE
OFFICE	135	VINYL TILE
MEN'S LAVATORY	64	CERAMIC TILE

AREAS TO BE POLICED (cont'd):

AREA	APPROX. SQ.FT.	SURFACE
WOMEN'S LAVATORY	64	CERAMIC TILE
DISHWASHER	110	CERAMIC TILE
CORRIDOR OUTSIDE OF CAFETERIA		
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
LAVATORY	59	CERAMIC TILE
MEDICAL SERVICES 224		
EMERGENCY ROOM	250	VINYL TILE
LAVATORY	54	CERAMIC TILE
EXAM ROOM 1	115	CARPET
EXAM ROOM 2	90	CARPET
EXAM ROOM 3	94	CARPET
EXAM ROOM 4	102	CARPET
EXAM ROOM 5	66	CARPET
EXAM ROOM 6	106	CARPET
OFFICE	200	CARPET
RADIOLOGY	227	CARPET
DARK ROOM	96	CARPET
LBA ROOM 226		
ROOM 226	1,186	CARPET
THIRD FLOOR		
CORRIDOR OUTSIDE OF 301		
CORRIDOR	3,100	CARPET
MEN'S LAVATORY	425	CERAMIC TILE
WOMEN'S LAVATORY	325	CERAMIC TILE
WOMEN'S LAVATORY	278	CERAMIC TILE
MEN'S LAVATORY	338	CERAMIC TILE
SKYLIGHT ROOM	751	CARPET
MAIL ROOM	1,130	CARPET
POLICE DEPT. UNITS 309/311		
CORRIDOR	760	CARPET
POLICE ACADEMY ADMIN 312		
CONFERENCE ROOM	3,690	CARPET
CENTRAL POLICE DESK 315		
BREAKROOM	324	CARPET/VINYL TILE
CORRIDOR	425	VINYL TILE
PSD ACADEMY		
CORRIDOR	2,094	CARPET

AREAS TO BE POLICED (cont'd):

AREA	APPROX. SQ.FT.	SURFACE
LAVA & LOCKER COMPLEX 318	5,337	CERAMIC TILE/ CARPET
POLICE ADMIN 321		
MEN'S LAVA & LOCKER ROOM	525	CERAMIC TILE
WOMEN'S LAVA & LOCKER ROOM	274	CERAMIC TILE/ CARPET
POL. ACAD. TACTICAL TRNG 324	8,120	CARPET
BUILDING EXTERIOR		
PATC		
BUILDING EXTERIOR & PERIMETER	90,000	ASPHALT/CEMENT
PUBLIC SAFETY LOT	30,650	ASPHALT
777 JERSEY AVENUE		
PARKING LOT/ EXTERIOR SIDEWALK	30,000	ASPHALT/CEMENT
AUTO SHOP 1ST FLOOR		
VESTIBULE	80	VINYL TILE
CORRIDOR	878	CARPET
MEN'S ROOM	36	CERAMIC TILE
WOMEN'S ROOM	36	CERAMIC TILE
LUNCH ROOM	920	VINYL TILE
STAIRWELL	120	RUBBER
CORRIDOR	275	CARPET
MEN'S LAVA & LOCKER ROOM	1,015	CERAMIC TILE
WOMEN'S LAVA & LOCKER ROOM	75	CERAMIC TILE
AUTO SHOP 2ND FLOOR		
MEN'S ROOM	90	CERAMIC TILE
WOMEN'S ROOM	136	CERAMIC TILE
STOCKROOM 1ST FLOOR		
LOBBY	365	VINYL TILE
VESTIBULE	88	VINYL TILE
GUEST LAVATORY	45	CERAMIC TILE
CORRIDOR	220	VINYL TILE
LUNCH ROOM	290	VINYL TILE
MEN'S LAVA+LOCKER ROOM	392	CERAMIC TILE
WOMEN'S LAVA+LOCKER ROOM	155	CERAMIC TILE
STAIRWELL	120	RUBBER
STOCK ROOM	28,380	CEMENT
LOADING DOCK	1,800	CEMENT
STOCKROOM 2ND FLOOR		
DRESSING ROOM	32	CARPET
TOILET	36	CARPET
TOILET	50	CARPET

B. THOROUGH CLEANING of Offices, Lavatories, Locker Rooms, Corridors, Stairways, Classrooms, Lobbies and Cafeteria

Thorough cleaning of offices, lavatories, locker rooms, corridors, stairways, lobbies and cafeteria, Monday through Friday, excluding Holidays, between the hours of 7:00 a.m. and 6:30 p.m., ensuring a clean condition.

1. PROCEDURES:

A. Offices/Classrooms, Training Rooms and Associated and Misc. Areas – Thorough cleaning shall consist of the following:

- Vacuum all carpeted floors twice a week or more as needed; Stockroom 1ST fl. offices daily.
- Sweep all non-carpeted floors with a treated mop or cloth and damp mop.
- Machine or hand sweep cement floors (Stock Room floor and Rm. 111 floor are covered under periodic work).
- Empty, damp wipe and reline all wastebaskets and recycling bins and dispose of contents in appropriate area.
- Dust and vacuum as necessary, all file cabinets, partitions, office equipment, office furniture, ledges, sills, picture frames and tables.
- Spot wash, as necessary, all furniture and fixtures and wash and clean all refrigerators as necessary.
- Vacuum all sofas and chairs as necessary.
- Wash and sanitize exterior of water coolers, empty and clean drip trays.
- Dust walls, ceilings and windowsills as necessary.
- Clean and sanitize all telephone units.
- All louver vents and ducts are to be kept free of dust and dirt – must be dusted at least monthly.
- All door, wall, office and partition glass are to be washed and rinsed monthly.
- Spot clean smears and fingerprints of all glass as needed.
- Report any defective lamps and bulbs and spot relamp as necessary.

B. Lavatories and Locker Rooms – Thorough cleaning shall consist of the following:

- Refilling all soap, towel, tissue, sanitary napkin, air freshener and toilet seat cover dispensers.
- Removal and disposal of all trash and recycling items, damp wiping, sanitizing and relining of trash receptacles, and dispensers.
- The washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins.
- The washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops.
- The washing and sanitizing of all wall surfaces monthly.
- Ceilings shall be cleaned as necessary.
- The cleaning of all mirrors, partitions, doors and wainscoting, and the mopping and rinsing of all floor areas.
- The scrubbing of walls at least twice per month.
- A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations.
- Report any defective lamps and bulbs and spot relamp as necessary.

THOROUGH CLEANING PROCEDURES (cont'd)

C. Lobbies, Corridors and Stairwells – Thorough cleaning shall consist of the following:
- Sweeping with a treated mop or cloth and damp mopping all floor (vinyl tile) and stair (vinyl) surfaces and the vacuuming of all carpeted areas.
- All stairways are to be mopped daily.
- Dust and damp wipe handrails, Automated External Defibrillator (AED) cabinets and artificial plants.
- Spot-wash door and wall surfaces, including corridor walls, dust wall ledges and wash and rinse all glass in entranceway and lobby.
- All Lobby glass (interior and exterior) is to be washed and rinsed weekly.
- Spot clean smears and fingerprints of all glass surfaces as needed.
- Report any defective lamps and bulbs and spot relamp as necessary.

D. Cafeteria Dining Room - Thorough cleaning shall consist of the following:
- Sweeping with a treated cloth and mopping (1,000 square feet, ceramic tile floor).
- Vacuuming of all carpeted areas daily and upholstered chairs as necessary.
- The pressure washing of floor mats.
- The dusting of all ledges and pictures.
- The emptying of the recycling containers and the removal of the contents to a location set by the Port Authority.
- The cleaning of the exterior and interior of the microwave.
- The cleaning and sanitizing of all tables and chairs.
- The spot cleaning of all walls, splash guards and panels.
- The spot wiping of the lobby vending machines.
- The spot wiping of lobby glass doors.
- The daily cleaning of all counter tops, sneeze guards, the display board and coffee set-up.
- The daily wiping and weekly cleaning of the shelving under the counters.
- The exterior cleaning of all appliances except slicing machines.
- The weekly cleaning of the back of the oven.
- The weekly washing and rinsing of all wall surfaces.
- The breaking up of all cardboard boxes and removing of them and all bottles and cans to the recycling bin.
- Report any defective lamps and bulbs and spot relamp as necessary.

E. Medical Offices - Thorough cleaning of Medical Offices shall consist of, but not be limited to:
- The vacuuming of all rugs and carpets.
- The wet mopping of all non-carpeted flooring.
- The sweeping of floor surfaces as directed.
- The emptying and relining of all trash cans, the emptying of all recycling containers.
- The spot removal of all stains and smudges on rugs, partitions, walls, doors and glass.
- The dusting of all windows, ledges, blinds and office furnishings.
- The degreasing and de-gumming of floors.
- All door, wall, office and partition glass are to be washed and rinsed monthly.
- Report any defective lamps and bulbs and spot relamp as necessary.

THOROUGH CLEANING PROCEDURES (cont'd)

F. Kitchenettes and Breakrooms - Thorough cleaning shall consist of the following:
- Sweeping floor with a treated cloth and mopping with mop and water dedicated to kitchenette cleaning.
- Vacuuming of carpeted floors.
- Cleaning of the exterior and interior of microwaves.
- Daily cleaning of all counter tops and coffee set-up.
- Cleaning and sanitizing of all tables and chairs.
- Spot washing, as necessary, of all fixtures and washing and cleaning of all refrigerators as necessary.
- Spot cleaning of all walls and panels.
- Spot wiping of the vending machines.
- Daily wiping and weekly cleaning of the shelving under the counters.
- Report any defective lamps and bulbs and spot relamp as necessary.

G. Emergency Operations Center (EOC) - Thorough cleaning shall consist of the following:
- Vacuum all carpeted floors. Vacuum carpeted offices twice a week.
- Sweep all non-carpeted floors with a treated mop or cloth and damp mop.
- Empty, damp wipe and reline all wastebaskets and recycling bins and dispose of contents in appropriate area.
- Dust and vacuum as necessary, all file cabinets, partitions, office equipment, office furniture, ledges, sills, picture frames and tables.
- Spot wash, as necessary, all furniture and fixtures.
- Wax wooden furniture.
- Shampoo carpets as needed.
- Clean large screen TVs with water-dampened cloth; no harsh chemicals, per manufacturer's directions.
- Spot clean wood and fabric walls, waxing or vacuuming as needed.
- Clean and sanitize all telephone units.
- Keep all louver vents and ducts free of dust and dirt.
- Report any defective lamps and bulbs and spot relamp as necessary.

H. Police Tactical Training Facility - Room 324 (Gym) - Thorough cleaning shall consist of the following:
- Wipe down and disinfect exercise equipment weekly.
- Wet mop rubber mats weekly.
- Vacuum carpeted floor as needed, at least weekly.

2. HOURS OF WORK FOR THOROUGH CLEANING

PATC 1st Floor

Comseg Shops	7:00 a.m. – 9:00 a.m.
Materials Labs	12:30 p.m. – 1:30 p.m.
Auto Shop (777 Jersey Ave.)	7:00 a.m. – 8:30 a.m.
SEMAC Areas	8:30 a.m. – 9:30 a.m.
Reproduction Shop	3:30 p.m. – 6:30 p.m.
Exhibits and Displays	9:00 a.m. – 10:00 a.m.
Stock Room (777 Jersey Ave.)	12:30 pm – 1:30 pm

PATC 2nd Floor

Manager's Office	7:30 a.m. – 8:30 a.m.
OEM	12:30 p.m. – 3:30 p.m.
Materials Offices	10:30 a.m. – 1:30 p.m.
Security Proj. Mgt	12:30 p.m. – 1:30 p.m.
TB+T Offices	7:30 a.m. – 8:30 a.m.
Cafeteria	1:30 p.m. – 3:30 p.m.
Medical Offices	2:30 p.m. – 3:30 p.m.
LBA Office	10:00 a.m. – 1:00 p.m.
Construction	1:00 p.m. – 2:00 p.m.
Soils Labs	2:00 p.m. – 3:00 p.m.

PATC 3rd Floor

Operation Services	10:00 a.m. – 11:30 a.m.
Central Automotive	1:00 p.m. - 2:00 p.m.
PSD/CIB Unit	9:00 a.m. – 11:00 a.m.
Labor Relations	2:00 p.m. – 3:00 p.m.
Academy Administration	8:30 a.m. – 10:30 a.m.
EOC Rm. 317	after 5pm

Note: WHERE NO SPECIFIC TIME IS SET FORTH FOR THOROUGH CLEANING, THE TIME OF WORK SHALL BE SET FORTH BY THE BUILDING /FACILITY MANAGER. TIMES ARE SUBJECT TO ADJUSTMENT BY THE MANAGER.

3. AREAS TO BE CLEANED THOROUGHLY

AREA PATC	APPROX. SQ.FT.	SURFACE
FIRST FLOOR		
LOBBY	890	VINYL TILE
LAVATORY	51	CERAMIC TILE
STAIRWELL A	82	METAL
PASS ELEVATOR 1	64	CARPET
PASS ELEVATOR 2	64	CARPET
FRGT ELEVATOR 1	120	METAL/RUBBER
LOADING DOCK A	2,180	CEMENT
CORRIDOR	1,714	VINYL TILE
WOMEN'S LOCKER ROOM	112	CERAMIC TILE
WOMEN'S LAVATORY	183	CERAMIC TILE
MEN'S LAVATORY	221	CERAMIC TILE
COMSEG SHOPS 103		
MEN'S LOCKER ROOM	112	CERAMIC TILE
BREAK ROOM	902	CARPET
LOBBY/CORRIDOR	1,667	VINYL TILE
OFFICE 1	227	CARPET
OFFICE 2	271	CARPET
ELECTRONICS SHOP	1,468	CARPET
COMSEG SHOP	14,750	CARPET
SPRAY ROOM	202	CEMENT
STAIRWELL C	208	METAL
OFFICE	175	CARPET
OFFICE	330	CARPET
RADIO SHOP	2,871	CARPET
DISPATCH	371	CARPET
RADIO SHOP GARAGE	440	CEMENT
ELEVATOR 3	478	METAL/RUBBER
MAT'L ASPHALT/CONCRETE LAB 107		
COMMON CORRIDOR	202	VINYL TILE
STAIRWELL D	174	METAL
CORRIDOR	1,398	VINYL TILE
CONC. ROOM	108	CEMENT
MOIST ROOM	223	CEMENT
TEST ROOM	506	CEMENT
CEMENT ROOM	365	CEMENT
MACHINE SHOP	583	CEMENT
LOCKER ROOM/LAVATORY	889	CERAMIC TILE
CONCRETE LAB	774	CEMENT
ASPHALT ROOM	824	CEMENT

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
GARAGE 111		
WOMEN'S LAVATORY	334	CERAMIC TILE
MEN'S LAVATORY	778	CERAMIC TILE
BREAKROOM (STORAGE)	470	VINYL TILE
VARIOUS OFFICES	1,424	CARPET
FIRST AID STORAGE CLOSET/ EYE WASH	80	VINYL
STAIRWELL E	202	METAL
CORRIDOR	598	VINYL TILE
SEMAC ELEC. & STAGING 113 & 114		
OFFICE	240	CARPET
LOBBY	240	VINYL TILE
OFFICE	381	CARPET
CORRIDOR	172	VINYL TILE
MEN'S LOCKER ROOM	498	CERAMIC TILE
KITCHEN	174	VINYL TILE
CORRIDOR	409	VINYL TILE
WOMEN'S LAVATORY	181	CERAMIC TILE
OFFICE	155	CARPET
LOADING DOCK D	2,936	CEMENT
SHOP	240	CEMENT
REPRODUCTIONS PRINT SHOP 125		
OFFICE	7,220	CARPET
REPRO OFFICE	734	VINYL TILE
BREAK ROOM	315	VINYL TILE
MEN'S LOCKER ROOM	253	CERAMIC TILE
WOMEN'S LOCKER ROOM	109	CERAMIC TILE
EXHIBITS AND DISPLAYS 128		
CORRIDOR	281	VINYL TILE
CARPENTRY SHOP	1,050	CEMENT
ENGRAVING ROOM	264	CEMENT
SPRAY ROOM	220	CEMENT
OFFICE	1,230	CEMENT
FREIGHT ELEVATOR LOBBY	387	RUBBER
FREIGHT ELEVATOR 2	192	METAL/RUBBER
LOADING DOCK C	760	CEMENT
SECOND FLOOR		
FACIL. MANAGERS OFFICE 200		
LAVATORY	40	CERAMIC TILE
BREAK ROOM	196	CARPET
OFFICE	260	CARPET
MANAGER'S OFFICE	190	CARPET
OFFICE	170	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
OFFICE	160	CARPET
OPEN OFFICE	2,312	CARPET
OEM 202		
BREAK ROOM	175	CARPET
OPEN OFFICE	1,868	CARPET
LAB	935	CARPET
CONF. ROOM	620	CARPET
DATA ROOM	150	CARPET
FOYER	120	CARPET
OFFICE	110	CARPET
OFFICE	170	CARPET
CONF. ROOM	340	CARPET
OFFICE	340	CARPET
OFFICE	160	CARPET
OFFICE	160	CARPET
OPEN OFFICE	3,124	CARPET
NOCC ROOM 204		
NOCC ROOM 1	1,470	CARPET
NOCC ROOM 2	1,160	CARPET
CHEM LAB 210		
LAB	304	VINYL TILE
OFFICE	850	CARPET
OPEN LAB	1,666	VINYL TILE
ROOM 212		
FACILITY CONF. ROOM	1,412	CARPET
SECURITY PROJ. MGT. 220		
KITCHEN	150	VINYL TILE
OFFICE	220	CARPET
OFFICE	250	CARPET
CONF. ROOM	95	CARPET
OPEN OFFICE	3,590	CARPET
TB+T ACADEMY 221		
DATA ROOM	76	CARPET
OFFICE	178	CARPET
BREAK ROOM	252	CARPET
LECTURE ROOM 1	510	CARPET
LECTURE ROOM 2	510	CARPET
LECTURE ROOM 3	440	CARPET
LECTURE ROOM 4	500	CARPET
LOCKER ROOM	84	CARPET
LOCKER ROOM	105	CARPET
OPEN OFFICE	2,045	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
SECURITY PROJ. MGT 222		
COMPUTER ROOM	210	CARPET
CONF. ROOM	266	CARPET
CAD ROOM	110	CARPET
KITCHEN	110	VINYL TILE
OFFICE	170	CARPET
OFFICE	192	CARPET
CORRIDOR OUTSIDE ROOM 222		
CORRIDOR	7,618	CARPET
WOMEN'S LAVATORY	250	CERAMIC TILE
MEN'S LAVATORY	225	CERAMIC TILE
WOMEN'S LAVATORY	285	CERAMIC TILE
MEN'S LAVATORY	375	CERAMIC TILE
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
CAFETERIA 223		
CAFETERIA	5,494	CARPET
KITCHEN	514	CERAMIC TILE
OFFICES	414	VINYL TILE
OFFICE	135	VINYL TILE
MEN'S LAVATORY	64	CERAMIC TILE
WOMEN'S LAVATORY	64	CERAMIC TILE
DISHWASHER	110	CERAMIC TILE
CORRIDOR OUTSIDE OF CAF. 223		
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
LAVATORY	59	CERAMIC TILE
MEDICAL SERVICES 224		
EMERGENCY ROOM	250	VINYL TILE
LAVATORY	54	CERAMIC TILE
EXAM ROOM 1	115	CARPET
EXAM ROOM 2	90	CARPET
EXAM ROOM 3	94	CARPET
EXAM ROOM 4	102	CARPET
EXAM ROOM 5	66	CARPET
EXAM ROOM 6	106	CARPET
OFFICE	200	CARPET
RADIOLOGY	227	CARPET
DARK ROOM	96	CARPET
LBA ROOM 226	1,186	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
POLICE ACADEMY & ADMIN 230		
CONF. ROOM	475	CARPET
CONF. ROOM	165	CARPET
CONF. ROOM	200	CARPET
COMPUTER ROOM	322	CARPET
OFFICES	260	CARPET
BREAKROOM	300	CARPET
OPEN OFFICE	2,100	CARPET
SOILS LAB 232		
ROOM 232	1,870	VINYL TILE
MATERIALS ADMIN 234		
OFFICE	160	CARPET
OFFICE 1	152	CARPET
OFFICE 2	152	CARPET
CONF. ROOM	255	CARPET
OFFICE	160	CARPET
OPEN OFFICE	5,030	CARPET
BREAKROOM	325	VINYL TILE
CONST. ENG+SURVEY 236		
BREAK ROOM	334	VINYL TILE
CONF. ROOM	292	CARPET
OFFICE 1	165	CARPET
OFFICE 2	160	CARPET
OFFICE 3	160	CARPET
OFFICE 4	160	CARPET
OFFICE 5	160	CARPET
OFFICE 6	160	CARPET
OFFICE 7	160	CARPET
OFFICE 8	160	CARPET
OPEN OFFICE	9,006	CARPET
CONSTRUCTION MGT DIV 238		
OFFICES	4,100	CARPET
THIRD FLOOR		
BUILD. SUPERINTENDENT 300	820	VINYL TILE
OPERATIONS SERVICES DEPT 301		
TRAINING ROOM	762	CARPET
BREAK ROOM	318	CARPET
BREAKROOM	318	CARPET
CONF. ROOM	215	CARPET
LAB ROOM	215	CARPET
SITUATION ROOM	325	CARPET
DIRECTOR'S OFFICE	411	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
OFFICE	236	CARPET
OFFICE 1	160	CARPET
CONF. ROOM	160	CARPET
OFFICE 2	160	CARPET
OFFICE 3	160	CARPET
OFFICE 4	160	CARPET
OFFICE 5	160	CARPET
OFFICE 6	160	CARPET
OPEN OFFICE	12,504	CARPET
DATA ROOM	260	CARPET
CORRIDOR OUTSIDE OF 301		
CORRIDOR	3,100	CARPET
MEN'S LAVATORY	425	CERAMIC TILE
WOMEN'S LAVATORY	325	CERAMIC TILE
WOMEN'S LAVATORY	278	CERAMIC TILE
MEN'S LAVATORY	338	CERAMIC TILE
SKYLIGHT ROOM	751	CARPET
PSD DIR OFFICE/ HQ 302		
LOBBY	4,000	CARPET
DIRECTOR'S OFFICE	370	CARPET
ASST DIRECTOR'S OFFICE	270	CARPET
16 OFFICES	2,560	CARPET
CONFERENCE ROOM	380	CARPET
BREAKROOM	300	CARPET
OPEN OFFICE	12,100	CARPET
COMMUN. SECURITY 304A	170	CARPET
MAIL ROOM 305	1,130	CARPET
CENTRAL AUTOMOTIVE DIV 307		
OPEN OFFICE AREA	4,720	CARPET
OFFICE	220	CARPET
CONF. ROOM	242	CARPET
BREAK ROOM	220	CARPET
LIBRARY	501	CARPET
POLICE DEPT UNITS 309/311		
CORRIDOR	760	CARPET
WAITING ROOM	254	CARPET
HEARING ROOM	160	CARPET
FILE AREA	100	CARPET
CONF. ROOM	295	CARPET
ANTEROOM	125	CARPET
OFFICE	180	CARPET
SPECIAL PLANNING	225	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
HEARING ROOM 1	160	CARPET
HEARING ROOM 2	160	CARPET
EVIDENCE ROOM	160	CARPET
EQUIPMENT ROOM	160	CARPET
ANTEROOM	160	CARPET
SPECIAL PLANNING	160	CARPET
CONF. ROOM	227	CARPET
TESTING ROOM	160	CARPET
INTERVIEW ROOM 1	160	CARPET
INTERVIEW ROOM 2	160	CARPET
OFFICE	160	CARPET
OFFICE	100	CARPET
OPEN OFFICE 1	2,810	CARPET
OPEN OFFICE 2	3,830	CARPET
POLICE ACADEMY ADMIN 312		
CONFERENCE ROOM	3,690	CARPET
PSD LABOR 313		
OPEN OFFICE	1,450	CARPET
CONF. ROOM 1	165	CARPET
CONF. ROOM 2	165	CARPET
OFFICE 1	120	CARPET
OFFICE 2	120	CARPET
OFFICE	160	CARPET
CENTRAL POLICE DESK 315		
BREAK ROOM	324	CARPET/VINYL TILE
EQUIPMENT ROOM	252	CARPET/VINYL TILE
ID ROOM	126	CARPET/VINYL TILE
CORRIDOR	425	VINYL TILE
CENT. POLICE DESK	880	CARPET
COMMAND CENTER	1,086	CARPET
EQUIPMENT ROOM	1,140	CARPET/VINYL TILE
MEZZANINE	930	CARPET/VINYL TILE
CAPT.'S OFFICE	152	CARPET/VINYL TILE
STAIRS	70	METAL/RUBBER
EMERG OPERATIONS CTR 317		
OPERATIONS CENTER	2,176	CARPET
COMMUNICATION OFFICE	403	CARPET
STORAGE	84	VINYL TILE
LIBRARY	315	CARPET
CONF ROOM	770	CARPET
PSD/ACADEMY		
CORRIDOR	2,094	CARPET

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
LAVA+LOCKER COMPLEX 318	5,337	CERAMIC TILE/ CARPET
POLICE F.A.T.S. 319		
OPEN OFFICE	1,545	CARPET
POLICE ADMIN 321		
SERGEANT'S OFFICE	170	CARPET
OFFICE 1 (STORAGE)	100	VINYL TILE
OFFICE 2 (STORAGE)	100	VINYL TILE
SECURED STORAGE	332	VINYL TILE
RECORDS	363	VINYL TILE
CLASSROOM	565	VINYL TILE
RESERVE ROOM	244	VINYL TILE
CLEANING ROOM	92	VINYL TILE
READY ROOM	186	VINYL TILE
CORRIDOR	792	VINYL TILE
ARMORERS ROOM	340	VINYL TILE
RANGE OFFICE CUBICLES	455	VINYL TILE
OFFICE BOOTH	190	VINYL TILE
MEN'S LAVA+LOCKER ROOM	525	CERAMIC TILE
WOMEN'S LAVA+LCKER RM	274	CERAMIC TILE/ CARPET
FIRING RANGE	9,025	VINYL TILE
POL. ACAD TACTICAL TRNG 324	8,120	CARPET

BUILDING EXTERIORS	APPROX. SQ.FT.	SURFACE
PATC		
BLDG EXTERIOR & PERIMETER	90,000	ASPHALT/ CEMENT
PSD LOT	30,650	ASPHALT
777 JERSEY AVENUE		
PARKING LOT/ EXTERIOR SIDEWALK	30,000	ASPHALT/ CEMENT
777 JERSEY AVE		
AUTO SHOP 1ST FLOOR		
VESTIBULE	80	VINYL TILE
CORRIDOR	878	CARPET
PARTS OFFICE	270	CARPET
SPARE OFFICE	73	CARPET
CLERK'S OFFICE	165	VINYL TILE
CONFERENCE ROOM	380	CARPET
MEN'S ROOM	36	CERAMIC TILE
WOMEN'S ROOM	36	CERAMIC TILE
OPEN OFFICE	480	CARPET
LUNCH ROOM	920	VINYL TILE
STAIRWELL	120	RUBBER

AREAS TO BE CLEANED THOROUGHLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
CORRIDOR	275	CARPET
MEN'S LAVA+LOCKER ROOM	1,015	CERAMIC TILE
WOMEN'S LAVA+LOCKER ROOM	75	CERAMIC TILE
AUTO SHOP 2ND FLOOR		
OFFICE	190	CARPET
LIBRARY	160	CARPET
CONFERENCE ROOM	925	CARPET
OFFICE AREA	425	CARPET
CATALOG OFFICE	320	CARPET
MEN'S ROOM	90	CERAMIC TILE
WOMEN'S ROOM	136	CERAMIC TILE
STOCKROOM 1ST FLOOR		
LOBBY	365	VINYL TILE
VESTIBULE	88	VINYL TILE
GUEST LAVATORY	45	CERAMIC TILE
CORRIDOR	220	VINYL TILE
LUNCH ROOM	290	VINYL TILE
MEN'S LAVA+LOCKER ROOM	392	CERAMIC TILE
WOMEN'S LAVA+LOCKER ROOM	155	CERAMIC TILE
OFFICE	100	CARPET
CONFERENCE ROOM	160	CARPET
OFFICE AREA	660	CARPET
STAIRWELL	120	RUBBER
LOADING DOCK	1,800	CEMENT
STOCKROOM 2ND FLOOR		
OFFICE AREA	2,045	CARPET
CONFERENCE ROOM	500	CARPET
DRESSING ROOM	32	CARPET
TOILET	36	CARPET
TOILET	50	CARPET

3. PERIODIC CLEANING

Periodic cleaning shall be performed between the hours of 4:00 p.m. and 11:00 p.m., Monday through Friday, excluding holidays, except where noted. Stockroom work should be completed by 10:00 pm.

1. Light Fixtures	Wash and Rinse	1 X Year
2. Strip and Refinish	All Vinyl Tile Areas	4 X Year
3. Spray Buff	All Vinyl Tile Areas	24 X Year
4. Shampoo and Extract	All Carpeted Areas	4 X Year
5. Shampoo and Extract	Cafeteria carpeted areas	12 X Year
6. Hand Sweep/Damp Mop	Cement Floor Carpentry Rm 128	52 X Year
7. Machine Sweep	Cement Floor Rm 111	4 X Year
8. Machine Sweep	Cement Floor Stock Room	12 X Year
9. Machine Scrub and Rinse	All Ceramic Tile and Rubber Areas	24 X Year
10. Machine Scrub and Rinse	Cement Floor Rm 111	2 X Year
11. Machine Scrub and Rinse	Cement Floor Stock Room (Must be done Saturdays 7am – 3pm)	2 X Year
12. Pressure Jet Wash	Loading Dock A Areas	104 X Year
13. Pressure Jet Wash	Loading Docks C, D & Stockroom	12 X Year
14. Glass Washing	(glass doors and floor level glass)	12 X Year
15. Window Glass	(interior only)	2 X Year
16. Hand Sweep/Squeegee	Vinyl Tile Firing Range	260 X Year
17. Dusting/Cleaning	Exterior of Exposed Ducts, Vents and Diffusers (Rm 220, Cafeteria 223)	4 X Year
18. Wash corridor walls	Vinyl and Paint	1 X Year
19. Disinfect Water Coolers	PATC	1 X Year
20. Disinfect Water Coolers	777 Jersey Avenue	4 X Year

All surfaces and square feet are attached.

2. AREAS TO BE CLEANED PERIODICALLY

AREA PATC	APPROX. SQ.FT.	SURFACE
FIRST FLOOR		
LOBBY	890	VINYL TILE
LAVATORY	51	CERAMIC TILE
STAIRWELL A	82	METAL
PASS ELEVATOR 1	64	CARPET
PASS ELEVATOR 2	64	CARPET
FRGT ELEVATOR 1	120	METAL/RUBBER
LOADING DOCK A	2,180	CEMENT
CORRIDOR	1,714	VINYL TILE
WOMEN'S LOCKER ROOM	112	CERAMIC TILE
WOMEN'S LAVATORY	183	CERAMIC TILE
MEN'S LAVATORY	221	CERAMIC TILE
COMSEG SHOPS 103		
MEN'S LOCKER ROOM	112	CERAMIC TILE
BREAK ROOM	902	CARPET
LOBBY/CORRIDOR	1,667	VINYL TILE
OFFICE 1	227	CARPET
OFFICE 2	271	CARPET
ELECTRONICS SHOP	1,468	CARPET
COMSEG SHOP	14,750	CARPET
SPRAY ROOM	202	CEMENT
STAIRWELL C	208	METAL
OFFICE	175	CARPET
OFFICE	330	CARPET
RADIO SHOP	2,871	CARPET
DISPATCH	371	CARPET
RADIO SHOP GARAGE	440	CEMENT
ELEVATOR 3	478	METAL/RUBBER
MAT'L ASPHALT/CONCRETE LAB 107		
COMMON CORRIDOR	202	VINYL TILE
STAIRWELL D	174	METAL
CORRIDOR	1,398	VINYL TILE
CONC. ROOM	108	CEMENT
MOIST ROOM	223	CEMENT
TEST ROOM	506	CEMENT
CEMENT ROOM	365	CEMENT
MACHINE SHOP	583	CEMENT
LOCKER ROOM/LAVATORY	889	CERAMIC TILE
CONCRETE LAB	774	CEMENT
ASPHALT ROOM	824	CEMENT

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
GARAGE 111		
WOMEN'S LAVATORY	334	CERAMIC TILE
MEN'S LAVATORY	778	CERAMIC TILE
BREAKROOM (STORAGE)	470	VINYL TILE
VARIOUS OFFICES	1,424	CARPET
FIRST AID STORAGE CLOSET/ EYE WASH	80	VINYL
STAIRWELL E	202	METAL
CORRIDOR	598	VINYL TILE
FLOOR	11,456	CEMENT
SEMAC ELEC. & STAGING 113 & 114		
OFFICE	240	CARPET
LOBBY	240	VINYL TILE
OFFICE	381	CARPET
CORRIDOR	172	VINYL TILE
MEN'S LOCKER ROOM	498	CERAMIC TILE
KITCHEN	174	VINYL TILE
CORRIDOR	409	VINYL TILE
WOMEN'S LAVATORY	181	CERAMIC TILE
OFFICE	155	CARPET
LOADING DOCK D	2,936	CEMENT
SHOP	240	CEMENT
REPRODUCTIONS PRINT SHOP 125		
OFFICE	7,220	CARPET
REPRO OFFICE	734	VINYL TILE
BREAK ROOM	315	VINYL TILE
MEN'S LOCKER ROOM	253	CERAMIC TILE
WOMEN'S LOCKER ROOM	109	CERAMIC TILE
EXHIBITS AND DISPLAYS 128		
CORRIDOR	281	VINYL TILE
CARPENTRY SHOP	1,050	CEMENT
ENGRAVING ROOM	264	CEMENT
SPRAY ROOM	220	CEMENT
OFFICE	1,230	CEMENT
FREIGHT ELEVATOR LOBBY	387	RUBBER
FREIGHT ELEVATOR 2	192	METAL/RUBBER
LOADING DOCK C	760	CEMENT
SECOND FLOOR		
FACIL. MANAGERS OFFICE 200		
LAVATORY	40	CERAMIC TILE
BREAK ROOM	196	CARPET
OFFICE	260	CARPET
MANAGER'S OFFICE	190	CARPET
OFFICE	170	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
OFFICE	160	CARPET
OPEN OFFICE	2,312	CARPET
OEM 202		
BREAK ROOM	175	CARPET
OPEN OFFICE	1,868	CARPET
LAB	935	CARPET
CONF. ROOM	620	CARPET
DATA ROOM	150	CARPET
FOYER	120	CARPET
OFFICE	110	CARPET
OFFICE	170	CARPET
CONF. ROOM	340	CARPET
OFFICE	340	CARPET
OFFICE	160	CARPET
OFFICE	160	CARPET
OPEN OFFICE	3,124	CARPET
NOCC ROOM 204		
NOCC ROOM 1	1,470	CARPET
NOCC ROOM 2	1,160	CARPET
CHEM LAB 210		
LAB	304	VINYL TILE
OFFICE	850	CARPET
OPEN LAB	1,666	VINYL TILE
ROOM 212		
FACILITY CONF. ROOM	1,412	CARPET
SECURITY PROJ. MGT. 220		
KITCHEN	150	VINYL TILE
OFFICE	220	CARPET
OFFICE	250	CARPET
CONF. ROOM	95	CARPET
OPEN OFFICE	3,590	CARPET
TB+T ACADEMY 221		
DATA ROOM	76	CARPET
OFFICE	178	CARPET
BREAK ROOM	252	CARPET
LECTURE ROOM 1	510	CARPET
LECTURE ROOM 2	510	CARPET
LECTURE ROOM 3	440	CARPET
LECTURE ROOM 4	500	CARPET
LOCKER ROOM	84	CARPET
LOCKER ROOM	105	CARPET
OPEN OFFICE	2,045	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
SECURITY PROJ. MGT 222		
COMPUTER ROOM	210	CARPET
CONF. ROOM	266	CARPET
CAD ROOM	110	CARPET
KITCHEN	110	VINYL TILE
OFFICE	170	CARPET
OFFICE	192	CARPET
CORRIDOR OUTSIDE ROOM 222		
CORRIDOR	7,618	CARPET
WOMEN'S LAVATORY	250	CERAMIC TILE
MEN'S LAVATORY	225	CERAMIC TILE
WOMEN'S LAVATORY	285	CERAMIC TILE
MEN'S LAVATORY	375	CERAMIC TILE
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
CAFETERIA 223		
CAFETERIA	5,494	CARPET
KITCHEN	514	CERAMIC TILE
OFFICES	414	VINYL TILE
OFFICE	135	VINYL TILE
MEN'S LAVATORY	64	CERAMIC TILE
WOMEN'S LAVATORY	64	CERAMIC TILE
DISHWASHER	110	CERAMIC TILE
CORRIDOR OUTSIDE OF CAF. 223		
WOMEN'S LAVATORY	356	CERAMIC TILE
MEN'S LAVATORY	409	CERAMIC TILE
LAVATORY	59	CERAMIC TILE
MEDICAL SERVICES 224		
EMERGENCY ROOM	250	VINYL TILE
LAVATORY	54	CERAMIC TILE
EXAM ROOM 1	115	CARPET
EXAM ROOM 2	90	CARPET
EXAM ROOM 3	94	CARPET
EXAM ROOM 4	102	CARPET
EXAM ROOM 5	66	CARPET
EXAM ROOM 6	106	CARPET
OFFICE	200	CARPET
RADIOLOGY	227	CARPET
DARK ROOM	96	CARPET
LBA ROOM 226	1,186	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
POLICE ACADEMY & ADMIN 230		
CONF. ROOM	475	CARPET
CONF.ROOM	165	CARPET
CONF. ROOM	200	CARPET
COMPUTER ROOM	322	CARPET
OFFICES	260	CARPET
BREAKROOM	300	CARPET
OPEN OFFICE	2,100	CARPET
SOILS LAB 232		
ROOM 232	1,870	VINYL TILE
MATERIALS ADMIN 234		
OFFICE	160	CARPET
OFFICE 1	152	CARPET
OFFICE 2	152	CARPET
CONF. ROOM	255	CARPET
OFFICE	160	CARPET
OPEN OFFICE	5,030	CARPET
BREAKROOM	325	VINYL TILE
CONST. ENG+SURVEY 236		
BREAK ROOM	334	VINYL TILE
CONF. ROOM	292	CARPET
OFFICE 1	165	CARPET
OFFICE 2	160	CARPET
OFFICE 3	160	CARPET
OFFICE 4	160	CARPET
OFFICE 5	160	CARPET
OFFICE 6	160	CARPET
OFFICE 7	160	CARPET
OFFICE 8	160	CARPET
OPEN OFFICE	9,006	CARPET
CONSTRUCTION MGT DIV 238		
OFFICES	4,100	CARPET
THIRD FLOOR		
BUILD. SUPERINTENDENT 300	820	VINYL TILE
OPERATIONS SERVICES DEPT 301		
TRAINING ROOM	762	CARPET
BREAK ROOM	318	CARPET
BREAKROOM	318	CARPET
CONF. ROOM	215	CARPET
LAB ROOM	215	CARPET
SITUATION ROOM	325	CARPET
DIRECTOR'S OFFICE	411	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
OFFICE	236	CARPET
OFFICE 1	160	CARPET
CONF. ROOM	160	CARPET
OFFICE 2	160	CARPET
OFFICE 3	160	CARPET
OFFICE 4	160	CARPET
OFFICE 5	160	CARPET
OFFICE 6	160	CARPET
OPEN OFFICE	12,504	CARPET
DATA ROOM	260	CARPET
CORRIDOR OUTSIDE OF 301		
CORRIDOR	3,100	CARPET
MEN'S LAVATORY	425	CERAMIC TILE
WOMEN'S LAVATORY	325	CERAMIC TILE
WOMEN'S LAVATORY	278	CERAMIC TILE
MEN'S LAVATORY	338	CERAMIC TILE
SKYLIGHT ROOM	751	CARPET
PSD DIR OFFICE/ HQ 302		
LOBBY	4,000	CARPET
DIRECTOR'S OFFICE	370	CARPET
ASST. DIRECTOR'S OFFICE	270	CARPET
16 OFFICES	2,560	CARPET
CONFERENCE ROOM	380	CARPET
BREAKROOM	300	CARPET
OPEN OFFICE	12,100	CARPET
COMMUN. SECURITY 304A	170	CARPET
MAIL ROOM 305	1,130	CARPET
CENTRAL AUTOMOTIVE DIV 307		
OPEN OFFICE AREA	4,720	CARPET
OFFICE	220	CARPET
CONF. ROOM	242	CARPET
BREAK ROOM	220	CARPET
LIBRARY	501	CARPET
POLICE DEPT UNITS 309/311		
CORRIDOR	760	CARPET
WAITING ROOM	254	CARPET
HEARING ROOM	160	CARPET
FILE AREA	100	CARPET
CONF. ROOM	295	CARPET
ANTEROOM	125	CARPET
OFFICE	180	CARPET
SPECIAL PLANNING	225	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
HEARING ROOM 1	160	CARPET
HEARING ROOM 2	160	CARPET
EVIDENCE ROOM	160	CARPET
EQUIPMENT ROOM	160	CARPET
ANTEROOM	160	CARPET
SPECIAL PLANNING	160	CARPET
CONF. ROOM	227	CARPET
TESTING ROOM	160	CARPET
INTERVIEW ROOM 1	160	CARPET
INTERVIEW ROOM 2	160	CARPET
OFFICE	160	CARPET
OFFICE	100	CARPET
OPEN OFFICE 1	2,810	CARPET
OPEN OFFICE 2	3,830	CARPET
POLICE ACADEMY ADMIN 312		
CONFERENCE ROOM	3,690	CARPET
PSD LABOR 313		
OPEN OFFICE	1,450	CARPET
CONF. ROOM 1	165	CARPET
CONF. ROOM 2	165	CARPET
OFFICE 1	120	CARPET
OFFICE 2	120	CARPET
OFFICE	160	CARPET
CENTRAL POLICE DESK 315		
BREAK ROOM	324	CARPET/VINYL TILE
EQUIPMENT ROOM	252	CARPET/VINYL TILE
ID ROOM	126	CARPET/VINYL TILE
CORRIDOR	425	VINYL TILE
CENT. POLICE DESK	880	CARPET
COMMAND CENTER	1,086	CARPET
EQUIPMENT ROOM	1,140	CARPET/VINYL TILE
MEZZANINE	930	CARPET/VINYL TILE
CAPT."S OFFICE	152	CARPET/VINYL TILE
STAIRS	70	METAL/RUBBER
EMERG OPERATIONS CTR 317		
OPERATIONS CENTER	2,176	CARPET
COMMUNICATION OFFICE	403	CARPET
STORAGE	84	VINYL TILE
LIBRARY	315	CARPET
CONF. ROOM	770	CARPET
PSD/ACADEMY		
CORRIDOR	2,094	CARPET

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
LAVA+LOCKER COMPLEX 318	5,337	CERAMIC TILE/CARPET
POLICE F.A.T.S. 319		
OPEN OFFICE	1,545	CARPET
POLICE ADMIN 321		
SERGEANT'S OFFICE	170	CARPET
OFFICE 1 (STORAGE)	100	VINYL TILE
OFFICE 2 (STORAGE)	100	VINYL TILE
SECURED STORAGE	332	VINYL TILE
RECORDS	363	VINYL TILE
CLASSROOM	565	VINYL TILE
RESERVE ROOM	244	VINYL TILE
CLEANING ROOM	92	VINYL TILE
READY ROOM	186	VINYL TILE
CORRIDOR	792	VINYL TILE
ARMORER'S ROOM	340	VINYL TILE
RANGE OFFICE CUBICLES	455	VINYL TILE
OFFICE BOOTH	190	VINYL TILE
MEN'S LAVA+LOCKER ROOM	525	CERAMIC TILE
WOMEN'S LAVA+LOCKER RM	274	CERAMIC TILE/CARPET
FIRING RANGE	9,025	VINYL TILE
POL. ACAD TACTICAL TRNG 324	8,120	CARPET

BUILDING EXTERIORS	APPROX. SQ.FT.	SURFACE
PATC		
BLDG EXTERIOR & PERIMETER	90,000	ASPHALT/ CEMENT
PSD LOT	30,650	ASPHALT
777 JERSEY AVENUE		
PARKING LOT/ EXTERIOR SIDEWALK	30,000	ASPHALT/ CEMENT
777 JERSEY AVE		
AUTO SHOP 1ST FLOOR		
VESTIBULE	80	VINYL TILE
CORRIDOR	878	CARPET
PARTS OFFICE	270	CARPET
SPARE OFFICE	73	CARPET
CLERK'S OFFICE	165	VINYL TILE
CONFERENCE ROOM	380	CARPET
MEN'S ROOM	36	CERAMIC TILE
WOMEN'S ROOM	36	CERAMIC TILE
OPEN OFFICE	480	CARPET
LUNCH ROOM	920	VINYL TILE
STAIRWELL	120	RUBBER

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

AREA	APPROX. SQ.FT.	SURFACE
CORRIDOR	275	CARPET
MEN'S LAVA+LOCKER ROOM	1,015	CERAMIC TILE
WOMEN'S LAVA+LOCKER ROOM	75	CERAMIC TILE
AUTO SHOP 2ND FLOOR		
OFFICE	190	CARPET
LIBRARY	160	CARPET
CONFERENCE ROOM	925	CARPET
OFFICE AREA	425	CARPET
CATALOG OFFICE	320	CARPET
MEN'S ROOM	90	CERAMIC TILE
WOMEN'S ROOM	136	CERAMIC TILE
STOCKROOM 1ST FLOOR		
LOBBY	365	VINYL TILE
VESTIBULE	88	VINYL TILE
GUEST LAVATORY	45	CERAMIC TILE
CORRIDOR	220	VINYL TILE
LUNCH ROOM	290	VINYL TILE
MEN'S LAVA+LOCKER ROOM	392	CERAMIC TILE
WOMEN'S LAVA+LOCKER ROOM	155	CERAMIC TILE
OFFICE	100	CARPET
CONFERENCE ROOM	160	CARPET
OFFICE AREA	660	CARPET
STAIRWELL	120	RUBBER
STOCK ROOM	28,380	CEMENT
LOADING DOCK	1,800	CEMENT
STOCKROOM 2ND FLOOR		
OFFICE AREA	2,045	CARPET
CONFERENCE ROOM	500	CARPET
DRESSING ROOM	32	CARPET
TOILET	36	CARPET
TOILET	50	CARPET

LIGHT FIXTURES

AREA	QUANTITY	SIZE
PATC		
FIRST FLOOR	272	6 FT
	835	4 FT
	36	2 FT
	0	HIGH HATS
SECOND FLOOR	0	6 FT
	868	4 FT
	304	2 FT
	64	HIGH HATS

AREAS TO BE CLEANED PERIODICALLY (Cont'd)

THIRD FLOOR	0	6 FT
	334	4 FT
	264	2 FT
	6	HIGH HATS

777 JERSEY AVENUE		
FIRST FLOOR - WAREHOUSE AREA	120	4 FT (18 FT CEILING)

GLASS CLEANING

PATC

First Floor Rm #	Sq. Ft.
103	9
107	31
111	137
128	268
Lobby	784
Total	**1,229**

Second Floor Rm #	Sq. Ft.
200	147
202	61
210	60
220	120
221	90
222	60
223	100
230	50
234	90
236	100
Elevator area	30
Stairway E	20
Total	**927**

Third Floor Rm #	Sq. Ft.
301	484
302	148
307	70
309	19
311	55
315	50
317	42
Stairway	27
Elevator area	16
Gym Rm 324	125
Total	**1,035**

777 JERSEY AVENUE

Auto Shop	Sq. Ft.
Exterior	434
Interior	
First Floor	
Lobby Area	138
Secretary's Off.	41
Conference Rm.	41
Shop	324
Lunch Room	132
Foreman's Rooms	290
Second Floor	349
Total	**1,747**

Stockroom	Sq. Ft.
Exterior	149
Interior	
First Floor	
Door Area	36
Office	245
Lunch Area	191
Second Floor	
Offices	407
Total	**1,028**

CENTRAL POLICE DESK CLEANING – Rm. 315

1. The Contractor shall police (as defined previously) the 3rd Floor Central Police Desk and all police lavatories and locker rooms on the 3rd Floor as well as all 3rd Floor corridors during normal working hours (8am – 4pm). 5500 10,560 8,600

2. In addition, the Contractor shall provide policing on weekdays (non holidays) from 4:00 p.m. to 6:30 p.m. and from 12:00 a.m. to 2:30 a.m.
2.5 x 104 2.5 x 104

3. On weekends and holidays, the Contractor shall provide continuous policing from 7:00 a.m. to 9:30 a.m., from 1:30 p.m. to 3:30 p.m. and from 9:00 p.m. to 11:30 p.m.
115 x 7

4 Hours

PORT AUTHORITY TECHNICAL CENTER

POLICE FIREARMS TRAINING UNIT – RM 321

GENERAL CLEANING AND JANITORIAL SERVICES

P1 - WORK AT THE PORT AUTHORITY POLICE FIREARMS TRAINING UNIT

a. Cleaning may be required in high security areas, as the same may be designated by the Commanding Officer of the Port Authority Police Academy 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 Commanding Officer of the Contractor's or any subcontractors personnel required to work therein.

The Port Authority Police Unit will provide access to the Firing Range for cleaning during the hours of 7:00am – 11:00 pm. If not feasible, then cleaning must be done during a prescheduled time from 11:00pm – 7:00am.

b. Twenty-four (24) hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Commanding Officer. The Contractor shall conform to the procedures as may be established by the Commanding Officer 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 Commanding Officer of the high security areas that 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 Commanding Officer during the terms of the Contract.

c. For that work associated with the Police Firing Range, the Port Authority will make available to the Contractor, at no charge, 55-gallon steel drums in an area designated by the Commanding Officer for use by the Contractor in its operations hereunder. The Contractor shall place, following each visit, all disposable clothing, respirator cartridges, mop heads, toweling and HEPA vacuum liners and all other waste material arising out of or in connection with the Contractor's operations hereunder in plastic bags closed securely with cable ties and placed in and only in the Port Authority provided 55-gallon drums. The plastic bags and cable ties are to be provided by the Contractor. These drums must be labeled in Spanish and English "Personal Protective Clothing & Cleaning Supplies Contaminated with Lead". Requests for additional drums shall immediately be made to the Commanding Officer. These drums are stored in a designated area for disposal at a later scheduled time. The Contractor shall decontaminate the outside of the drums by using a HEPA vacuum and wet wiping with an approved lead specific detergent prior to their removal and transport them to the garage area or loading dock for disposal by others.

d. The Port Authority Police Unit will make available to the Contractor, at no charge, drums or other containers in an area designated by the Commanding Officer for use by

the Contractor in its operations hereunder. The Contractor shall deposit, following each monthly visit, all spent bullets arising out of or in connection with the Contractor's operation hereunder. The Contractor shall decontaminate the outside of the drums by using a HEPA vacuum and wet wiping with an approved lead specific detergent prior to their removal and transport them to the loading dock or garage area for disposal by others.

P2 - SPECIAL SAFETY AND HEALTH PROVISIONS

a. It shall be solely the Contractor's responsibility to provide appropriate prescribed protective clothing, equipment and physicals for its workers performing work at the Port Authority Police Firearms Training Unit and enforce proper use of same, all in accordance with the applicable provisions contained in OSHA Safety and Health standard 29 CFR 1910.134 and 29 CFR 1910.1025 and, The American National Standards Institute, Practices for Respiratory Protection 288.2-1969.

The Contractor shall also supply proof of annual OSHA Lead in Construction Training as per 29CFR 1926.62 within the last twelve (12) months to the Port Authority Public Safety Department Manager, Procurement and Inventory, or his/her designee, at 241 Erie Street, Jersey City, NJ 07310.

Blood Lead and Zinc Protoporphyrin (ZPP) levels must be obtained every two (2) months for the first six (6) months and every six (6) months thereafter for employees performing work at the Firearms Training Unit. Employees shall be removed from lead work activities if their Blood Lead Level is 50ug/dl or greater. Employees who have been removed from the lead work environment should have Blood Level Lead and ZPP testing at least monthly to determine their ability to return to a lead work environment. Employees will not be allowed to return to the lead work environment until they have two (2) Blood Lead Level results taken two (2) weeks apart that are less than 40 ug/dl. All Blood Lead Level and ZPP results must be provided, in writing, to the individual employee and the Commanding Officer or designated representative within five (5) days of receipt from the laboratory. These records must be retained for thirty (30) years.

Protective clothing, disposable suits, booties, hoods, gloves, and respirator cartridges shall be issued new at the commencement of each day and discarded in plastic bags closed securely with cable ties and placed in a designated 55-gallon drum supplied by the Port Authority at the completion of each day.

The Contractor shall provide a letter from an attending physician to the Port Authority's Medical Department, Attention: Chief Medical Officer, 233 Park Ave. South 8th Floor, New York, NY 10003. Send a duplicate copy to Manager, Occupational Health Unit, Inspection and Safety Division, Operations Services Dept., Room 224, 241 Erie Street, Jersey City, NJ 07310.

The letter shall include the following:

(1) the title of the Contract that the Contractor has with the Authority along with the Contract Number;

(2) the names of employees of the Contractor working at the Firing Range in support of the Contract in question;

(3) the dates of all physical examinations performed;

(4) the name and address of the examining physician or medical center;

(5) a statement by the attending physician that the employees are in good health and fit to wear a respirator and perform lead disturbance activities. Any employee added to the staff must be medically evaluated and cleared prior to engaging in the lead disturbance activities.

b. A statement as to the ability of onsite personnel to wear respiratory protection shall be provided by the Contractor, and the Contractor shall guarantee that personnel is able to wear such protection. Annual cardiopulmonary system examinations, pulmonary function tests and respirator fit tests are therefore minimum requirements.

c. The Contractor shall maintain all medical surveillance records and make these records available to the Authority upon request. These records shall be maintained for a period of thirty (30) years after completion of all work under this Contract.

d. The Contractor shall provide blood tests for all employees who will implement the specifications of this Contract at the Port Authority Police Firearms Training Unit prior to the commencement of this Contract. The blood tests will provide baseline data for lead and ZPP levels. Sampling must be taken within two (2) months prior to the commencement of the Contract, and results provided to the Port Authority upon receipt by the Contractor.

P3 - DECONTAMINATION SPECIFICATIONS

A. Protective Clothing and Equipment

The Contractor's personnel shall wear, at all times, during the decontamination procedures, new each day:

1. Disposable suits with hood and boot attachments, which provide full body protection.
2. Basic surgical latex disposable gloves and goggles.
3. At a minimum, National Institute for Occupational Safety and Health/Mine Safety and Health Administration (NIOSH/MSHA) approved half-face respirator with P-100 filters. All cleaning in the backstop area shall be done using a full-face respirator with P-100 filters.

B. Employee Personal Hygiene

1. All employees must remove disposable suits and place in plastic bags closed securely with cable ties to be placed in designated 55-gallon steel drums, decontaminate respirators by washing with soap and water and air drying, and wash hands and face prior to leaving the work area. Respirators should be stored in plastic bags to protect them from damage, contamination and to prevent deformation of the face piece and exhalation valve.

2. The Port Authority Police Unit will provide one (1) Nilfisk/CFM Model 127 HEPA Industrial Vacuum cleaner or approved equal, for the Contractor to use only for Firing Range decontamination procedures.

C. Cleaning and Decontamination

1. Police, HEPA Vacuum and wash entire floor area from the Control Booth to the backstop with an approved lead specific detergent weekly, fifty-two (52) times annually:

2. Police and HEPA vacuum all range facing backstop surfaces weekly, fifty-two (52) times annually.

3. Empty into drums or other containers, spent lead bullets a minimum of twelve (12) times annually or more often if needed, from the lead pans and HEPA vacuum and wash the lead pans with a lead specific detergent a minimum of twelve (12) times annually or more frequently if needed. Frequency may be weekly or biweekly, as determined by the Range Master (Sergeant in charge of the Police Firearms Training Unit).

4. HEPA vacuum and wash with a lead specific detergent (12) times annually:
   a. Rear area behind the range, all floors, wall surfaces and side spaces between wall and backstop exterior side beam surfaces, stairwell foyer outside backstop area;
   b. All metal ceiling beam surfaces;
   c. Columns;
   d. Contractor shall HEPA vacuum areas adjacent to and outside bullet trap immediately following the cleaning and decontamination operation in this area. This shall include but not be limited to 3rd floor landing of stairway #6 and the adjacent corridors, especially carpeted areas.

5. HEPA vacuum with soft wand, sound proofed drop ceiling and sound proofed walls once a month, twelve (12) times annually.

6. HEPA vacuum and wash with a lead specific detergent thoroughly fifty-two (52) times annually:
   a. Gun Cleaning Counters;
   b. Glass partitions;
   c. Benches and Cartridge Carts.

7. HEPA vacuum range boundary walls two (2) times annually.

8. HEPA vacuum high ceiling surfaces from the drop ceiling to the rear of the range one (1) time annually.

9. Remove and replace filters and polyliners and thoroughly clean the Port Authority's Police Firing Range HEPA vacuum.

    a. Approximately thirty-six (36) times annually, remove and dispose of the polyliner supplied by the Port Authority;

    b. Approximately every two (2) years, remove and replace the HEPA filter supplied by the Port Authority;

    c. Approximately every three (3) to seven (7) years, remove and replace the polyester main filter supplied by the Port Authority;

    d. Following each polyliner change and filter replacement, thoroughly vacuum and wet wipe the HEPA vacuum;

    e. Disposal of all polyliners, filters and cleaning wastes shall be in accordance with the waste containment specifications enumerated below.

10. The Contractor shall be responsible for providing and laying down "masonite" or a similar suitable material to protect all floor/carpeted areas when transporting storage drums to and from the "Firing Range" or designated storage area in connection with its operation.

D. <u>General Note</u>:

The locations listed in this section should be washed using a biodegradable lead-specific detergent such as "Ledisolve" or a Port Authority Operations Services Department, Inspection & Safety Division approved equal. The cleaning should begin in the least contaminated area (i.e. the classrooms, offices and lunchroom, to the Range Master's Booth and the final area should always be the backstop). The mop water should be changed at least three (3) times during the course of the cleaning to avoid the tracking of lead contaminants.

The following method should be utilized:

1. **Cleaning Floors - 12 x Year - Office Area**

    a. HEPA vacuum all floor areas. (The spent ammunition in the firing range and backstop must be removed prior to HEPA vacuuming).

    b. Mopping should be done by the three (3) bucket method. The buckets should be labeled; one (1) for the cleaning (i.e. Ledisolve) and the other two (2) buckets for the rinse water.

    Follow the Sequence of Steps Below:

    - Fill the first bucket with a biodegradable lead specific detergent (Ledisolve)

that was prepared according to the manufacturer's instructions. Fill the other two (2) buckets with clean water.

- Place the mop into the cleaning solution and wring the excess solution into the mop-rinsing bucket.
- Mop small sections of the work area until the mop is dry.
- After the floor surface has been mopped thoroughly, rinse the mop head. Completely rinse the floor surface by placing the mop into the first rinse bucket and wringing it out.
- Place it in the second rinse bucket, wring it thoroughly and then mop the surface.
- Continue this cycle until all areas have been rinsed.

c. After all surfaces in work areas are allowed to dry, complete final HEPA vacuuming of all floor surfaces.

NOTE:

- The rinse water in the two (2) buckets should be changed at least three (3) times during the cleaning of the Firing Range.
- Mop heads must be disposed of at the end of each cleaning to avoid cross contamination.

2. **Cleaning the Work Surfaces:**

a. The lunchroom, classroom and office work surface areas should be cleaned using a three (3) container method. Fill two (2) buckets with clean water and a third (3rd) container (squeeze bottle) with a biodegradable lead specific detergent (i.e. Ledisolve) that is prepared according to manufacturer's instructions.

b. Pour the cleaning solution onto a clean cloth. Wring excess solution into one (1) of the buckets without placing the cloth into the bucket. Wipe work surface with the cloth. Add more cleaning solution to the cloth and continue wiping until the entire surface area has been covered.

c. Dip and wring out a clean cloth in the first rinse bucket. Wipe off the work area. Rinse the cloth in the first bucket again and wring out thoroughly. Rinse the cloth in the second bucket and wring out thoroughly again.

d. Continue to clean the surfaces with the cloth and rinse using this procedure until the entire work surface has been cleaned.

NOTE:

- The rinse water in the bucket should be changed at least two (2) times. The frequency will vary depending on the level of contamination and the amount of surface area to be cleaned.
- Dispose of cloths after completion of cleaning.

- New cloths should be used each time the lunchroom, classroom and office, etc. are cleaned.

E. Waste Containment

1. All disposable suits, gloves, and respirator cartridges are to be placed in plastic bags closed securely with cable ties, and placed into 55-gallon steel drums, which will be provided and disposed of by the Port Authority Police Unit. The plastic bags and cable ties are to be provided by the Contractor. The drums should be labeled in Spanish and English "Personal Protective Clothing & Cleaning Supplies Contaminated with Lead".

2. All cleaning materials, towels, wastes, mop heads and any other disposable materials resulting from the decontamination cleaning are to be placed in plastic bags closed securely with cable ties, and placed into 55-gallon steel drums, which will be provided and disposed of by the Port Authority Police Unit in an area designated by the Commanding Officer. The plastic bags and cable ties are to be provided by the Contractor. The drums should be labeled in Spanish and English "Personal Protective Clothing & Cleaning Supplies Contaminated with Lead".

3. All spent lead bullets are to be placed in drums or other containers that will be provided and disposed of by the Port Authority Police Unit.

4. All debris from HEPA Vacuum and Shotgun Shells are to be placed in plastic bags closed securely by cable ties, and placed into 55-gallon steel drums, which will be provided and disposed of by the Port Authority Police Unit. The plastic bags and cable ties are to be provided by the Contractor. The drums should be labeled in Spanish and English "Debris From HEPA Vacuum & Shotgun Shells".

PORT AUTHORITY TECHNICAL CENTER

PORT AUTHORITY POLICE FIREARMS TRAINING UNIT

BUILDING - PATC - 3RD FLOOR - POLICE RANGE - ROOM 321

AREA	TYPE OF SURFACES	OPERATION	SQ. FT.	FREQUENCY OF CLEANING
Gun Cleaning Counters (2)		HEPA Vacuum and Wash	65	52 X YR
Columns (2)		HEPA Vacuum and Wash	144	12 X YR
Partitions (18)	Plexi-glass	HEPA Vacuum and Wash	585	12 X YR
Benches and Cartridge Carts (18)		HEPA Vacuum and Wash	81	52 X YR
Backstop		HEPA Vacuum and Wash	1,875	52 X YR
Walls, Floor and Side Spaces behind Backstop		HEPA Vacuum and Wash	800	12 X YR
Lead Pans		HEPA Empty, Vacuum and Wash	36	12 X YR
HEPA Vacuum		Replace Polyliner	N/A	36 X YR
HEPA Vacuum		Replace HEPA Filter	N/A	Every 2 yrs
HEPA Vacuum		Replace Main Filter	N/A	Every 3-7 yrs

BUILDING - PATC - 3RD FLOOR -POLICE RANGE - ROOM 321 - CEILING

AREA	TYPE OF SURFACES	OPERATION	SQ. FT.	FREQUENCY OF CLEANING
Drop Soundproof		HEPA Vacuum Soft Wand Attachment	1,575	12 X YR
High Ceiling		HEPA Vacuum Soft Wand Attachment	4,425	1 X YR

BUILDING - PATC - 3RD FLOOR -POLICE RANGE - ROOM 321 - WALLS

AREA	TYPE OF SURFACES	OPERATION	SQ. FT.	FREQUENCY OF CLEANING
Soundproof Walls Behind Firing Line		HEPA Vacuum and Wash	294	12 X YR
Soundproof Walls Down Range		HEPA Vacuum and Wash	1,080	2 X YR

BUILDING - PATC - 3RD FLOOR -POLICE RANGE - ROOM 321 - FLOOR

AREA	TYPE OF SURFACES	OPERATION	SQ. FT.	FREQUENCY OF CLEANING
Police Range		HEPA Vacuum and Wash	4,125	52 X YR
Gun Cleaning Counters (2)		HEPA Vacuum and Wash	65	52 X YR
Columns (2)		HEPA Vacuum and Wash	144	1 X YR
Partitions (18)	Glass	HEPA Vacuum and Wash	585	52 X YR
Benches and Cartridge Carts		HEPA Vacuum	81	52 X YR

EXHIBIT I

(Sample Statement)

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

Period Covered: June 1, xxxx to November 30, xxxx

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
Number of Employees	_____	_____	_____	_____	_____
MINIMUM HOURLY WAGES					
RATES PAID	$9.50	$10.50	$11.50		
CONTRACT REQUIREMENTS	$10.00	$10.25	$11.25		
Difference	($0.50)	$0.25	$0.25		
Direct Wages					
Straight-Time Direct Wages	$375,000.00	$275,000.00	$110,000.00		
Shift Differential	2,000.00	-	-		
Total Wages	$377,000.00	$275,000.00	$110,000.00		
Health Benefits					
Health/Welfare	$ 75,000.00	$ 50,000.00	$ 40,000.00		
Total Health Benefits	75,000.00	50,000.00	40,000.00		
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		
Dental	1,000.00	1,000.00	1,000.00		
Jury Duty / Bereavement	-	500.00	-		
Bonus	13,600.00	10,000.00	13,600.00		
Pension / 401K	12,500.00	12,000.00	12,500.00		
Other (please *specify*)	-	-	-		
Total Supp. Benefits	$ 45,600.00	$ 38,500.00	$ 45,600.00		
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*	-	-	-		
Hours Worked	36,650.00	25,050.00	11,050.00		
Average Direct Wages Paid	$ 10.29	$ 10.98	$ 9.95		
Contract Requirements	10.25	10.50	10.75		
Difference	$ 0.04	$ 0.48	$ (0.80)		
Average Health Benefits Paid	$ 2.05	$ 2.00	$ 3.62		
Contract Requirements	$ 2.00	$ 2.00	$ 2.00		
Difference	$ 0.05	(0.00)	$ 1.62		

Note:
Details by month and by employee must be available and may be submitted with this statement.

Average Supplemental Benefits Paid	$	1.24	$	1.54	$	4.13
Contract Requirements	$	1.50	$	1.70	$	4.13
Difference	$	(0.26)		(0.16)	$	(0.00)

MINIMUM SALARIES (If applic.)		
SALARIES PAID	$33,375	$42,777
CONTRACT REQUIREMENTS	$33,375	$40,600
Difference	$0	$2,177

Statement Certified by: _____

Name *Title* *Date*

EXHIBIT B - PORT AUTHORITY APPROVED PRODUCTS LIST

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

OPERATIONS SERVICES DEPARTMENT
INSPECTION & SAFETY DIVISION

APPROVED PRODUCTS LIST

JANUARY 2010

INTRODUCTION

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

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

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

Prior to submitting a request for use of a new product, staff should first check the APL or the Port Authority MSDS inventory database to determine if the product has already been evaluated by the I&SD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 67, and on eNet.

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

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PRODUCTS

Airport Apron Cleaner (Non Phosphates)
- Category #4 - Stock #AU0100170

FO 302 CR	Fine Organics Corp.

Airport Runway Cleaner (Non Acid)
- Category #5

Hurrisafe 8035	PCI of America
Tuff Green Concentrate	Zep Manufacturing Co.

Aluminum Cleaner
- Category #6

Cameo Aluminum & Stainless Steel Cleaner	Church & Dwight Company, Inc.

Aluminum Wash
- Category #7
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Enco Aluminum	Enterprise Chemical & Paper Co.

Automotive (Car Wash) Spray On Liquid Wax
- Category #8 - Stock #AU0100825 (55 Gallons)
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

520 Spray Wax	FPC Metro Corp.
Glide	Armor Research Co.
Turtle Wax Express Shine Spray, T-136©	Turtle Wax, Inc.

Automotive Washing Compound - Liquid
- Category #9A - Stock #AU0100823 (55 Gallons)
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Armor All Protectant	Armor All Products
Car Wash	Amway Corp.
Filmex	FPC Metro Corp.
FO 976 TA Bus Wash	Fine Organics Corp.
FO 980A	Fine Organics Corp.
J-Wax Believe Traffic Film Remover	Johnson Wax Co., S.C. Johnson
Penetone 155	Penetone Corp.
RMS-16	FPC Metro Corp.

Automotive Washing Compound - Powdered
- Category #9B - 35 lb. Drum - Stock #AU0100810
(Eye protection, impervious glove and long sleeve work uniforms must be used.)

Armor All Protectant	Armor All Products

Harco Car Wash	Harley Chemicals Div., Concord Chemical Co.
Heavy Duty Pink Car Wash	Indco, Inc.

Automotive Washing & Waxing Compound - Liquid

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

520 Spray Wax	FPC Metro Corp.
Glide	Armor Research Co.
Turtle Wax Express Shine Spray, T-136©	Turtle Wax, Inc.

Carpet Cleaner

Category #12

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

10:1 Rug Shampoo	Alfred Chemical Corp.
Airkem Foam Tex	Airkem Professional Products
Believe It	Core Products Co.
Benefect Impact Cleaner	Sensible Life Products
C-58 Universal Carpet Shampoo	Yonar Labs
Carpet & Upholstery Shampoo	Betco Corporation
Carpet Detergent	Lever Industrial, Inc.
Carpet Steam Extractor Cleaner	Chloral Group
Chewing Gum Remover	Twi-Laq Industries
Chewing Gum Remover (Aerosol)	Spartan Chemical Co., Inc.
Clean On The Go Xtraction II	Spartan Chemical Co., Inc.
Contempo Carpet Refresher (Aerosol)	Spartan Chemical Co., Inc.
Dry Foam Rug Shampoo	Twi-Laq Industries
Fiberforce Pro Spotter	Janimart Corp.
Fiberforce Steam Away	Janimart Corp.
Glory	Johnson Wax Co., S.C. Johnson
Green Solutions Carpet Cleaner	Spartan Chemical Co., Inc.
Harco In Depth Rug Shampoo	Harley Chemicals Div., Concord Chemical Co.
Low Foam Extraction Cleaner	Betco Corporation
Maintenance Pro Defoamer	Advantage Marketing Associates
Nature's Solution Bio-Enzymatic Deodorizer Spotter Digester	National Chemical Laboratories
Plus 5	Spartan Chemical Co., Inc.
Professional Carpet Shampoo	Chemspec
Profound	Wyandotte Chemicals Co.
Re-Nu Concentrated Carpet Shampoo	Sterling Sanitary Supply Corp.
Revitalize 201 Extraction Detergent	Ecolab, Inc.
Round-Up Super Concentrate	Cello Chemical Corp.
Rug & Carpet Shampoo	Chem Creations, Inc.
Rug & Upholstery Shampoo	Amway Corp.
Rug Ed Carpet Shampoo	Alfred Chemical Corp.
Rug Shampoo Concentrate	Chloral Group
Rugbee Extraction Plus Cleaner	Johnson Wax Co., S.C. Johnson
Rugbee Foam Shampoo	Johnson Wax Co., S.C. Johnson
Rugbee Tannin Treatment & Debrowner	Johnson Wax Co., S.C. Johnson
Rug-Eeze	Mirandy Products, Ltd.

Spray N' Buff Carpet Cleaner	Cleantronics, Inc.
Steam Pac 7 1207	Portion Pac Chemical Corp.
Sun-Glo Gum Off	Twi-Laq Industries
Synthro 26 Rug Shampoo	Twi-Laq Industries
Unbelievable	Core Products Co.

Cleaner, Air Conditioning, Evaporator & Condenser Equipment
- Category #13 – (Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Armor 413 Coil Cleaner	Armor Research Co.
Calclean	Calgon Corp.
Chem-Aqua Coil Cleaner	Chemsearch Div. of NCH Corp.
Filter Plus Spray	Air Kontrol, Inc.
M-OIL-FREE #1000	M-Oil-Free Co., Inc.
Penetone 155	Penetone Corp.
Pro-Blue Non-Acid Coil Cleaner	DiversiTech
Pro-Green Evaporative Coil Cleaner	DiversiTech
Pro-Red Acid Coil Cleaner	DiversiTech
Quick Qleen #2 A/C Cleaner	Quick Chemical Co., Inc.

Cleaner, Railroad Electrical Equipment
- Category #14 (PATH Use Only - Subject To Special Precautions)

Citrikleen HD-RTU	Penetone Corp.

Degreaser, Concrete - Liquid
- Category #18A

Armor All Cleaner/Degreaser	Armor All Products
Clean On The Go Eco Degreaser	Spartan Chemical Co., Inc.
Do-All #18	Kwiat Trading Corp.
Duz-All Formula 77	Uncle Sam Chemical Co.
GS-A 6711	M-Oil-Free Co., Inc.
Hammer	Finished Surface System, Inc.
Heavy Duty Degreaser, Aerosol, 3095	CRC Industries, Inc.
Lightning Degreaser	Banner Chemical Corp.
LSI 4000 Liquid Heavy Duty Degreaser	Lightning Supply, Inc.
Malone Formula No. 98	Malone Chemical Co.
Mod Orange	Modern Research Corp.
Natural Blue	Permatex Industrial Corp.
Simple Green	Sunshine Makers, Inc.
Solvent Cleaner & Degreaser	AMAX Corp.
Spruce Power X	Spruce Industries
SW 1000	Heritage Labs, Inc.
Tough Clean TC85 Biodegradable	Sprayon Products

Degreaser, Concrete - Solid
- Category #18B – Stock #AU0100235

Oil-Away	Oil-Away
Pour & Sweep	Kem Tech Industries
LSI 4000 Granules Heavy Duty Degreaser	Lightning Supply, Inc.

Deodorizing - Sanitizing Absorbent
Category #19 – PATH Stock #003052, #015521
(Eye protection, impervious gloves and long sleeve work uniforms must be used.)

Isosorb Isolyser Liquid Treatment Solidifier	Microtek Medical, Inc.
Liquick Universal	IRS Total Recycling Services
OD-ABII	J.I. Holcomb Manufacturing Co.
Super-Sorb Instant Liquid & Vomit Absorbent	Fresh Products, Inc.
Zep D-A	Zep Manufacturing Co.

Detergent, Anti Static
Category #20

Plexiglass Cleaner & Antistat, GC301	Banner Chemical Corp.

Detergent, Lead Specific
Category #20A - Stock #AU0700500
Used in surfaces contaminated with lead.

Ledisolv	LSZ, Inc.

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

A-33	Airkem Professional Products
A-33 DRY	Airkem Professional Products
Absolute (Pre-measured)	Walton-March, Inc.
AF315 Neutral Ph Disinfectant/Deodorant/Detergent	Betco Corporation
AIM Surface Disinfectant and Deodorant	Mirandy Products Ltd.
Airkem A-3	Airkem Professional Products
Ajax All Purpose Cleaner (Non-Phosphate)	Colgate-Palmolive Co.
Asepticare	National Laboratories
Bacti-Chem Detergent Disinfectant Cleaner	National Chemical Laboratories
Banish-It "Q"	Harley Chemicals Div., Concord Chemical Co.
Barcrobe	Barrier Industries, Inc.
Benefect Broad Spectrum Disinfectant	Sensible Life Products
Big D Granular Deodorant	Big D Industries, Inc.
Bio Barrier Pine D	Barrier Industries, Inc.
Britec Tuff Quat 301	Brighton Chemical Co.
Clean On The Go hdqC 2	Spartan Chemical Co., Inc.
Clean On The Go NABC Concentrate 1	Spartan Chemical Co., Inc.
Conquest w/Pine	Sterling Sanitary Supply Corp.
Consume Eco-Lyzer	Spartan Chemical Co., Inc.
Deodorizer – Fresh Scent Twist 'N Fill Product #13	3M Co.
Depotpac 5 Air Freshner-Odor Counteractant	Portion Pac Chemical Corp.
Discover Tr Citrus Disinfectant	State Industrial Products
Earth Savors Mist Liquid Air Freshener	State Chemical Solutions
Earth Savors Mist Air Freshener [All Fragrances]	State Chemical Solutions
Ecotru Professional	EnviroSystems, Inc.
Forward DC	Johnson Wax Co., S.C. Johnson
Fresh & Clear	Puritan/Churchill Chemical Co.
Green Solutions Neutral Disinfectant Cleaner	Spartan Chemical Co., Inc.
Isopropyl Alcohol	Twi-Laq Industries

Lysol Brand Disinfectant Bulk	National Laboratories
Lysol Brand Disinfectant Spray	National Laboratories
Malone No. 76	Malone Chemical Co.
Malone No. 81	Malone Chemical Co.
Microcide Alpha	Chloral Group
Natural Miracle Instant Malodor Destroyer & Cleaner	National Chemical Laboratories
Neutra-Cide 256 Disinfectant Neutral Cleaner	National Chemical Laboratories
Neutral Quat Disinfectant Cleaner Twist ' Fill Product #23	3M Co.
NI-712 Orange & Strawberry	Neutron Industries, Inc.
Optically Energized Neutral Ph Detergent	Betco Corporation
Pine #3	Crystal Chemical Corp.
Pine Odor Disinfectant	National Chemical Laboratories
Pine Sol Broad Spectrum Formula	American Cyanamid Co.
Quality Care Disinfectant, Original Scent	Cleaning Solutions Group, Sherwin- Williams Co.
Quat #2	Enterprise Chemical & Paper Co.
Quat Disinfectant Cleaner Twist 'N Fill Product #5	3M Co.
Quick Fill 310	Ecolab, Inc.
Quick Fill 930	Ecolab, Inc.
Rid-O-Germ Pine Oil Disinfectant No. 5	CMC Laboratories Co., Inc.
Sanikleen	Penetone Corp.
Saniscreen With Cleaner Block	Fresh Products, Inc.
Soil Screen Germicidal Disinfectant	Dymon, Inc.
SSS Commandair Micro Aerosol Refills	Triple S
Surfacide 6	Walton-March, Inc.
Taski Sanofresh	Lever Industrial, Inc.
Tuffy Mint Disinfectant	Brighton Chemical Co.
Tuffy Pine Disinfectant Type 303	Brighton Chemical Co.
Vangard Disinfectant Spray	Franklin Cleaning Technology
Welgicide	Twi-Laq Industries

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

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

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

A-Ben-A-Qui	Gilman Products Co.
All Purpose Cleaner	Capital Supply Co.
All Purpose Cleaner 201	Chloral Group
APTCO All Purpose Cleaner	Buckingham Wax Co.
Arctic Kleen Freezer Cleaner	Misco Products Corp.

Basic H	Shaklee Corp.
Big Easy Non-Butyl Degreaser Cleaner	EMS Brands Products
Blue Pearl	Barrier Industries, Inc.
Citri-Clean Citrus Cleaner/Degreaser	Twi-Laq Industries
Clean Scrub	Hillyard Chemical Co.
CMC #100 Detergent & Wax Stripper	CMC Laboratories Co., Inc.
CQ-832	CRC Industries, Inc.
Cycle - Degrease	Clean Environment Co., Inc.
Damp Mop	Spartan Chemical Co., Inc.
Dart	Halbro Control Industries, Inc.
Do-All #18	Kwiat Trading Corp.
EarthCare Summit Heavy Duty Cleaner	Triple S
Enco P.C. Cleaner	Enterprise Chemical & Paper Co.
Floor Corps pH Neutral Cleaner (Powder, Portion Control)	Walton-March, Inc.
GL CS Springtime Neutral All Purpose Cleaner	Capital Supply Co.
G-O-E-S	Purex Industrial
Green Submarine Cleaner	Butcher Co.
Grimefyter	Realneat Products
Grime-Go	Wyandotte Chemicals Co.
GRL	Cello Chemical Corp.
H_2 Orange 2 Concentrate 117	EnvirOx LLC
H_2 Orange 2 Products All Dilutions	EnvirOx LLC
H_2 Orange 2 Super Concentrate 112	EnvirOx LLC
Hurricane B	Superco Specialty Products
K.P.C. Plastic Speed Cleaner	Kleenmaster Products Co.
K99	Rochester Midland Corp.
Kleenmaster Brillianize	Chemical Products Co., Inc.
Lemon Free Rinse Cleaner	Twi-Laq Industries
Mirage Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories
Misty All Purpose Cleaner	Amrep, Inc.
Mr. Clean Liquid Floor Cleaner	Procter & Gamble
Mr. Clean M.Net Disinfectant Floor Cleaner	Procter & Gamble
Multi Purpose Cleaner	Scott Sani-Fresh International
Natural Beauty Hard Surface Cleaner	Dynasurf Chemical Corp.
Neutral Floor Cleaner	Scott Sani-Fresh International
Neutro Jel 110R	Selig Chemical Industries
Never Rinse	Puritan/Churchill Chemical Co.
Nu-View Neutral Cleaner	Bunzl Corp.
PDQ	Dynasurf Chemical Corp.
Pine Gold	Barrier Industries, Inc.
Pressure Wash Heavy Duty Foam Degreaser	Superco Specialty Products
RAM All Purpose Cleaner	Ram Enterprises, Inc.
Relkem 99	Barrier Industries, Inc.
Royal Flush	Chloral Group
RT6	Mirandy Products, Ltd.
Sassafras All Purpose Cleaner	Twi-Laq Industries
Seventy 7	Purex Industrial
Simply Royal	Alfred Chemical Corp.
Speedball Heavy Duty Spray Cleaner	Butcher Co.
Spray It Clean	Twi-Laq Industries
SSS Heavy Duty Cleaner	Triple S
Stone-Glo Marble/Terrazzo Cleaning Concentrate	Twi-Laq Industries
Stride Ready-To-Use	Johnson Wax Co., S.C. Johnson
Sunbath Deodorizing Cleaner	Butcher Co.

Sun-Glo Citrus All Cleaner	Twi-Laq Industries
Sun-Glo Heavy Duty Degreaser	Twi-Laq Industries
Swiffer Advanced Cleaner	Procter & Gamble
Swiffer Advanced Or Wood Cleaner	Procter & Gamble
Swiffer Moistened Floor Wipes	Procter & Gamble
Swiffer Wood Cleaner	Procter & Gamble
SYNCO	Banner Chemical Corp.
T.M.T. - L (Tile, Marble & Terrazzo Liquid)	Chloral Group
The Natural Super Orange Clean	Clean Environment Co., Inc.
Top Clean	Hillyard Chemical Co.
Top Flite Floor & Surface Detergent	Betco Corporation
Tough Duty	Spartan Chemical Co., Inc.
Tuff Clean	Brighton Chemical Co.
Ultimate All Purpose Cleaner	Bunzl Corp.
Unikleen	Enterprise Chemical & Paper Co.
United 550 Purple Power	United Laboratories, Inc.
Value	Scot Laboratories
ZEP All Purpose Cleaner & Degreaser	Zep Commercial
ZEP Orange Gel Degreaser	Zep Manufacturing Co.

Detergent, Liquid Bioremediation Surface Cleaner
– Category #22B

Biorem-2000 Surface Cleaner	Clift Industries, Inc.
Jaws SC	Kem Tech Industries

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

Lightning Steam-Away Cleaner	Banner Chemical Corp.
Steam Soft	Darm Incorporated

Drain Cleaner
– Category #26A – Stock #BA0100331

Grease Away	American Industrial Supply, Inc.

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

Activator 5000	Barlyn Chemical
Ban-Zyme Liquid	Banner Chemical Corp.
Drain Bug	American Wax Co., Inc.
Enviro-Zyme GT Powder Stock #BA0100320 (8oz. Package)	Enviro-Zyme, Inc.
Enzy Super	Prestige Laboratories, Inc.
Enzymatic-Drain Cleaner	Mirandy Products, Ltd.
Super Fly-Away Liquid Bacteria/Enzyme Digester	Superco Specialty Products
The Cleaner	Spartan Chemical Co., Inc.

Floor Finish, Metallic Interlock (Scrubbable)
- Category #28

20/20 Vision	Barrier Industries, Inc.
Amway Floor Polish	Amway Corp.
Amway Floor Wax	Amway Corp.
APTCO Touchdown Floor Finish	Buckingham Wax Co.
Carefree	S.C. Johnson & Son, Inc.
Chem Floor Finish	Chem Creations, Inc.
Commander	Cello Chemical Corp.
Complete	Johnson Wax Co., S.C. Johnson
Cornerstone Floor Sealer/Finish	3M Co.
Earl's 20% Solids Floor Finish	John A. Earl, Inc.
Earl's 25% Solids Floor Finish	John A. Earl, Inc.
Earl's 4000A (Scrubbable)	John A. Earl, Inc.
Easy Lay Floor Finish	Multi-Development Enterprises
Enco Supreme B RBR	Enterprise Chemical & Paper Co.
Ensure	Penetone Corp.
Fast Track Ultra Wear Floor Finish	Janimart Corp.
Floortastic	Realneat Products
Gloss Retention Floor Finish	John A. Earl, Inc.
Green Earth Floor Finish	Betco Corporation
Green Life Zinc – Free Floor Seal & Finish	Snappy Solutions Inc.
Krome-Kote (Formerly Kingkote)	Rochester Midland Corp.
Legendary	Puritan/Churchill Chemical Co.
Lithofin Psi-Premium Silicon Impregnator	VIC Industrial Corp.
LS-2000	Masury Columbia Co.
Mar Seal	Prestige Laboratories, Inc.
Masterpiece High Gloss Floor Finish	National Laboratories
ON AN'ON	Spartan Chemical Co., Inc.
P&G Pro Line Super Durable Floor Finish	Procter & Gamble
Perma Shield (Enseel Acrylic Sealer & Under Coater)	National Chemical Laboratories
Perma Shine (Brite Eyes Wet Look Premium Grade Floor Finish)	National Chemical Laboratories
Plaza	Johnson Wax Co., S.C. Johnson
Royal Buff	Chloral Group
Royal Treatment	Chloral Group
Spit Shine Ultra High Speed Kleen & Burnish	Janimart Corp.
Sprint	Johnson Wax Co., S.C. Johnson
Stone Medic Marble Polishing Compound	VIC Industrial Corp.
Sun-Glo Everlast Hi-Speed Floor Finish	Twi-Laq Industries
Sun-Glo Promise Floor Finish	Twi-Laq Industries
Sunny-Side	Spartan Chemical Co., Inc.
Super Gloss Floor Finish #23	Sterling Sanitary Supply Corp.
Super Polymer Floor Finish	Burke Supply Co.
Total Floor Finish	Twi-Laq Industries
Traffic	Mirandy Products, Ltd.
Traffic 25	Prestige Laboratories, Inc.
Trilinc	Spartan Chemical Co., Inc.
Tuff Stuff Floor Finish	Brighton Chemical Co.
Ultra Gloss Floor Finish	Envirochem, Inc.
Victory	Cello Chemical Corp.
Vita Floor Arrest Buffable Finish	Airkem Professional Products
White Sun Floor Finish	Spartan Chemical Co., Inc.
ZAP Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories

Floor Cleaner, General Purpose
– Category #29

Green Earth Daily Floor Cleaner	Betco Corporation

Floor Cleaner (Resilient Tile Stripper)

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

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

Wyandotte Floor Stripper	Wyandotte Chemicals Co.

Floor Sealer

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

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

Floor Sealer (Concrete)

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

P&G Pro Line Floor & Concrete Sealer	Procter & Gamble
Super Gard	Purex Industrial

Furniture Polish (Aerosol)

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

Award Furniture Polish	Ecolab, Inc.
Beeswax Furniture Polish	Midco Products Co., Inc.
Champion Lemon Furniture Polish	Chase Products Co.
Earl's Waxing, Dusting, Cleaning Polish	John A. Earl, Inc.
First Class Furniture Polish	Franklin Cleaning Technology
Guardsman Institutional Polish	Colgate-Palmolive Co.
Lemon Speedwax	Purex Industrial
Long Life Surface Rejuvenator	Sterling Sanitary Supply Corp.
Pledge	Johnson Wax Co., S.C. Johnson
Quality Care Furniture Polish, Lemon	Cleaning Solutions Group, Sherwin- Williams Co.
Silky Furniture & Equipment Polish	Butcher Co.

Graffiti Remover (Aerosol and Bulk)

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

GG-80 Graffiti Remover	Polytech
Graffiti Gobbler	American Industrial Supply
Graffiti Pro-Tection Plus	Pro-Kote Industries
Graffiti Remover SAC	Spartan Chemical Co., Inc.
Graffiti Shield	American Industrial Supply
Jetgo Bust Rust (aerosol & bulk)	Penray Companies, Inc.
Kick	Visual Pollution Tech, Inc.
MC 800 So-Safe Liquid Graffiti Remover	Hilti Construction Chemicals, Inc.
MC 850 So-Safe Sprayable Gel Graffiti Remover	Hilti Construction Chemicals, Inc.
Motsenbocker's Lift Off #3	Motsenbocker's Lift Off
Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover	Motsenbocker's Lift Off
Navitone	Penetone Corp.
Off Graffiti Remover	American Industrial Supply, Inc.
Simple Green	Sunshine Makers, Inc.
Ultra Clean Graffiti Blaster 17614, 17601, 17605, 17754	Roman Adhesives, Inc.

Ultra Clean Graffiti Block 17801, 17805, 17854	Roman Adhesives, Inc.
Workforce All Purpose Absorbent	Marcal Paper Mills, Inc.

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

All Purpose Floor Absorbent	Sud-Chemie Absorbents, Inc.
Clean Sweep	Kem Tech Industries
Dri White	Meridian Petroleum
Dri-Zorb	DMS&D Associates, Inc.
Floor Dry	Eagle Picher Co.
Green Stuff® Absorbent	D2L Products
Grease-Away	American Industrial Supply
Hi-Dri Floor Absorbent	Waverly Minerals, Inc.
HTP	American Products, Inc.
Magic Sorb	ITW Devcon Environmental Systems
Oclansorb - for chemical spills only	Hi-Point Peat Limited
Oil Dri	Oil Dri Corp.
Peat Sorb Oil Absorbent - for oil spills only	E Global Solutions, Inc.
PS 3200, Part #3111 (Petro Eater in Boom Form)	Environmental Connections, Inc.
Sols-Speedi-Dri	Engelhard Minerals & Chemicals
Super-Sorb	American Industrial Supply
Zorb All	Diversey Wyandotte

Floor Cleaner, Sweeping Compound
- Category #32A - Stock #AU0100240

Kleen Sweep	Akona, LLC

Hand Cleaner, Cream (with Lanolin & Germicide)
- Category #33 – Stock #AS0700090

Alcare Foamed Alcohol	Calgon Vestal Laboratories
GOJO Lotion Cream Soap	GOJO Industries
Harley Cream Medic	Harley Chemicals Div., Concord Chemical Co.

Hand Cleaner, Foaming
- Category #34

Foaming Hand Cleaner	Inopak, Ltd.
Lite'n Foamy Foaming Pearlux	Spartan Chemical Co., Inc.
Lite'n Foamy Sunflower Fresh	Spartan Chemical Co., Inc.
InstantFOAM Non-Alcohol – Dye & Fragrance Free Hand Sanitizer	DEB USA Inc.

Hand Cleaner, Liquid
- Category #36 – Stock #AU0700070, #AU0700073

010 Hand Cleaner	A.W. Chesterton Co.
Anti Microbial Pink Lotion Soap	Bedford Chemical Div., Ferro Corp.
Cello Liquid Hand Soap	Cello Chemical Corp.
Cormatic Antiseptic Hand Soap	Georgia-Pacific Corp.
Cormatic Food Processing Hand Wash	Georgia-Pacific Corp.
Cormatic Frost Lemon Soap	Georgia-Pacific Corp.

Cormatic Mighti Scrubb Hand Soap	Georgia-Pacific Corp.
Cormatic Pink Pearl Hand Soap	American Paper Towel Co.
Derma Max Antimicrobial Skin Cleaner	Americlean Systems, Inc.
Derma Max Instant Skin Sanitizer	Americlean Systems, Inc.
Derma Pro Lotion Soap	GOJO Industries
Formula 86 - 15% Hand Soap	Malone Chemical Co.
Formula 87 - Lotionized Soap	Malone Chemical Co.
Green Life Liquid Hand Soap	Snappy Solutions Inc.
Hand Cleaner, Antiseptic	NCH Corp.
Harco 37% Coconut	Harley Chemicals Div., Concord Chemical Co.
Liquid Hand Soap	Chloral Group
LTS Lotion Soap	Calgon Corp.
Luron Lotion Hand Cleanser	U.S. Borax Co.
Mighty Scrub (Heavy Duty Use Only)	American Paper Towel Co.
Palmetto (Formerly Balma)	Rochester Midland Corp.
Pink Lotion Soap	Kutol Products Co.
Pink Lotion Soap/Capco Coconut Liquid Hand Soap	Harley Chemicals Div., Concord Chemical Co.
Pink Velvet Hand Soap	Alfred Chemical Corp.
Power Gold Hand Cleaner w/Crushables	GOJO Industries
Pure Go Antiseptic Bio Hand Cleaner Citrus Scent	Safetec of America, Inc.
Richfoam Liquid Hand Soap - 15%	W.B. McVicker Co.
Sanigizer	Ecolab, Inc.
Soft Touch Hand Soap	Barrier Industries, Inc.
Special Castile Soap	Penetone Corp.

Hand Cleaner, Lotion
- Category #37 – Stock #AU0700075

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

Hand Cleaner, Powdered
- Category #38A – Stock #AU0100465, #AU0100470

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

Hand Cleaner, Powdered (With Lanolin)
- Category #38B - Stock #AU0100465 (5lb. Box)

APTCO Superior Hand Cleaner w/Lanolin	American Paper Towel Co.
Bora-Solv	Sanitary Soap Co., Inc.
Gentle Giant	National Milling & Chemical Co.
M-1	Mione Manufacturing Co.

Hand Cleaner, Waterless
- Category #39 - Stock #AU0700060, #AU0700080

Blue Label	DL Group, Banite Inc.
Magnus Waterless Hand Cleaner	Magnus Chemical Division, Inc.
Pax-Solv	Calgon Corp.
SBS-30 Waterless Skin Cleanser	Deb SBS, Inc.

Hand Sanitizer – Category #40 – Stock #AU0700087

Purell Instant Hand Sanitizer	GOJO Industries

Insect Repellent
- Category #42. Contains between 20 and 30% DEET (N, N-Diethyl-meta-Toluamide) except where noted.

Anileator Insect Repellent Pump Spray (Stock #AU0100095)	Hilton Head Laboratories
Anileator Insect Repellent Towelette (Stock #AU0100096)	Hilton Head Laboratories
Bug Barrier Ii Insect Repellent Aerosol (Stock #AU0100090)	ARI
Cutter Advanced Insect Repellent Pump Spray (Contains Picaridin) (Stock #AU0100080)	Spectrum Brands, Inc.
Cutter Advanced Insect Repellent Towelette (Contains Picaridin) (Stock #AU0100085)	Spectrum Brands, Inc.
Cutter Backwoods Insect Repellent Pump Spray (Stock #AU0100095)	Spectrum Brands, Inc.
Cutter Outdoorsman Insect Repellent Lotion (Stock #AU0100092)	Spectrum Brands, Inc.
Misty Insect Repellent II Aerosol (Stock #AU0100090)	Amrep, Inc.
Off Deep Woods Insect Repellent Pump Spray (Stock #AU0100098)	S.C. Johnson & Son, Inc.
Repel Sportsmen Insect Block 29 Aerosol (Stock #AU0100098)	Wisconsin Pharmacal Co.

Metal Cleaner & Polish
- Category #43 – Stock #GM0100760. (Eye protection, impervious glove and long sleeve work clothes must be used.)

Brown Metal Polish 505	Buckingham Wax Co.
Desk And Office Cleaner 573	3M Co.
Five Star Brass and Metal Polish	Zep Inc.
Lime-A-Way Acidic Cleaner	Ecolab, Inc.
Medallion Metal Polish	Ecolab, Inc.
Misty Multipurpose Cleaner & Polish UVX	Amrep, Inc.
Misty Spray Cleaner & Polish	Amrep, Inc.
Noxon	Boyle-Midway, Inc.
Oz Cream Polish	H. Behlen & Bro.
Restoro Polish 00 Smoke	Restoro Polish Co.

Metal Cleaner, Water Emulsion Painted Surfaces Metals, Plastics
- Category #44 – Stock #AU0100440 (1 Gallon). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Nu-Sheen	Nu-Sheen Products

Odor Control Chemical
- Category #45 - Stock #AU0700285 (14 oz. Tube), PATH #003832

Air Interceptor Air Neutralizer (#AS0101515)	Green Planet Products

Airkem Gold Label Solidaire	Airkem Professional Products
Aquatoc	Ecolab, Inc.
Aquatoc	Airkem Professional Products
Aquazyme	Packard Industries, Inc.
Aquinoc	Airkem Professional Products
Bad Air Sponge (#AS0101500 (1 pound), #AS0101510 (5 pounds))	Mateson Chemical Corp.
Big D D'Vour	Big D Industries, Inc.
Britec Blue Mist	Brighton Chemical Co.
Cherry Blossom Deodorizer & Cleaner	Burke Supply Co.
Clean On The Go Smoke & Odor Eliminator	Spartan Chemical Co., Inc.
Cormatic Winter Mint	Georgia-Pacific Corp.
Dr. Zyme Enzyme Odor Controller And Eliminator	Chemsearch Div. of NCH Corp.
Erase	Geritrex Corp.
Gold Label Liquid	Airkem Professional Products
Gold Label Mist (Aerosol)	Airkem Professional Products
Green Label Liquid	Airwick, Reckitt Benckiser
Multi-Clean Odor Out	Minuteman International, Inc.
Nilium Water Soluble Deodorizer	Nilodor, Inc.
Rugbee Carpet & Room Deodorizer	S.C. Johnson & Son, Inc.
RX 60 Foul Odor Eliminator	Airex Laboratories
Solidaire Gold Label (Solid)	Airkem Professional Products
Solidaire Red Label (Solid Gel)	Airkem Professional Products
Spray N' Fresh	Fuller Brush Co.
Superior Odor Control	Force Chemical, Inc.
TCELL Odor Control Fragrances	Technical Concepts LLC

Runway Ice Control
- Category #53A – Stock #BI0100056

Clearway 1	Clearway, LLC
Cryotech NAAC Deicer	Cryotech Deicing Technology
Octamelt	Octagon Process, Inc.

General Ice Control
- Category #53B – Stock #BI0100058

Calcium Chloride Pellets 90	Dow Chemical Co.
De-Icer 821 Ice Melting Compound	Penetone Corp.
EarthGuard All Natural Ice Melter	Magco Incorporated
Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid	NA-Churs/Alpine Solutions
Propellant 49 Ice & Snow Melter	Pace Products, Inc.

Ice Melt Rinsing Compound
- Category #53C – Stock #BI0100100

Prolong	Armor Research Co.

Rust Inhibitor
- Category #54

Jetgo Bust Rust (aerosol & bulk)	Penray Companies, Inc.
Prevox (aerosol & bulk)	Kano Laboratories, Inc.

Rust Remover
:: Category #55 – Stock #AO0100430

Aerokroil (aerosol)	Kano Laboratories, Inc.
Jetgo Bust Rust (aerosol & bulk)	Penray Companies, Inc.
Kroil (bulk)	Kano Laboratories, Inc.

Protectant, Surface
:: Category #56 – PATH #017339, #033244

Aerospace Protectant	303 Products
All Purpose Lubricant & Protectant	LiQuifix LLC
EPSA-Pro Escalator Handrail Acrylic Polymer Protectant	Aedeas Group LLC
KELTRACK™ Trackside Transit	Kelsan Technologies Corp.
TempFlex 35-160 Biodeg. Rail Curve Grease	Environmental Lubricants Manufacturing, Inc.

Skin Cream, Protective
:: Category #57 :: Stock #AS0101150. (for Non-Aqueous Irritants)

Derma Plus	Acutech Industries, Inc.
Derma Shield	Acutech Industries, Inc.
Fastex B4 Hand Barrier Cream	Glenveigh Developments Ltd
Protective Cream 411	Penetone Corp.
SBS-46 Protective Cream	Deb SBS, Inc.

Sunscreen
:: Category #57A – Stock #AU0100491

Solar Guard Sunscreen Towel	ITW Dymon
Sun Sense SPF-30 Towelette	Solar Care, Inc.

Moisturizer
:: Category #57B – Stock #AS0700080

Lurosoothe Hand & Body Lotion	Dial Corp.
Onox Hand Cream	Onox, Inc.

Aerosol
:: Category #57C

Exaderm Aerosol	NCH Corp.

Spot Cleaner, Upholstery & Carpet
:: Category #61B. (Eye protection, imperious gloves and long sleeve work clothes must be worn.)

4OUR Brown Spot & Stain Remover	Cleantronics, Inc.
5IVE Rust Away	Cleantronics, Inc.
6IX Turbo Cleaner Coffee Remover & Pre-Spray	Cleantronics, Inc.
Contempo H_2O_2 Spotting Solution	Spartan Chemical Co., Inc.
Host & Prep	Racine Industries, Inc.
Host & Spot Remover for Carpet	Racine Industries, Inc.
Host Dry Carpet Cleaner	Racine Industries, Inc.
Professional Spot Prep	Cleanmaster

Revitalize 101 Prespray/Bonnet Detergent	Ecolab, Inc.
Revitalize 31 Beverage Spotter	Ecolab, Inc.
Rugbee Enzyme Spotter	Johnson Wax Co., S.C. Johnson
Rugbee Solvent Spotter	Johnson Wax Co., S.C. Johnson
Soil Release #58	Sterling Sanitary Supply Corp.
Stain-EX	Positive Product Laboratories, Inc.
Traffic Lane Spotter	Chloral Group
TRI-TEX	Airkem Professional Products

Spray Buff Pre-Mixed

– Category #62. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Carefree Showtime Superior Gloss Spray Cleaner	Burke Supply Co.
Clear Spray Buff	Russall Products Co, Inc.
Easy Task Restorer Spray Buff	Betco Corporation
Low And Behold	Ecolab, Inc.
Mirage Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories
Mist & Buff	Puritan/Churchill Chemical Co.
Mop & Buff Floor Restorer	Twi-Laq Industries
Renu	National Chemical Laboratories
Royal Encounters	Chloral Group
Snapback	S.C. Johnson & Son, Inc.
Spit Shine Ultra High Speed Kleen & Burnish	Janimart Corp.
Spray Buff	Cello Chemical Corp.
Spray Buff	Puritan/Churchill Chemical Co.
Spray Buff	Spartan Chemical Co., Inc.
Sun-Glo Floor Restorer	Twi-Laq Industries
Tuffy Mop & Buff	Brighton Chemical Co.
Tuffy Spray Buff	Brighton Chemical Co.

Spray and Rinse Detergent (Car Wash)

– Category #63 – Stock #AU0100823 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Armor All Protectant	Armor All Products
FO 976 TA Bus Wash	Fine Organics Corp.
FO 980A	Fine Organics Corp.
J-Wax Believe Traffic Film Remover	Johnson Wax Co., S.C. Johnson
Penetone 155 (Stock #BA0100343)	Penetone Corp.
RMS-36	FPC Metro Corp.
Strength	Magnum Research Corp.

Stainless Steel Cleaner & Wash

– Category #65A – Stock #GM0100760. (Eye protection, impervious gloves apron and long sleeve work clothes must be worn.)

Brilliance Stainless Steel Wipes	Brilliance Holdings, Ltd.
Cello Sleek Stainless Steel Cleaner	Cello Chemical Corp.
Deep Gloss (Aerosol)	Johnson Wax Co., S.C. Johnson
ECO-SSS	American Industrial Supply
Hyshine-Tiffany Stainless Steel Cleaner	Hysan Corp.

Metalo Stainless Steel Cleaner	Twi-Laq Industries
NU-Sheen	Nu-Sheen Products
Power Cleaner 155 (Bulk) (Stock #BA0100343 – 6 Gallons)	Penetone Corp.
Shimmer (Bulk & Aerosol)	National Laboratories
Swell Stainless Steel Cleaner	Twi-Laq Industries
Triple S Stainless Steel Cleaner	Triple S
ZUD® Heavy Duty Cleanser (Powder)	Reckitt Benckiser, Inc.

Toilet Bowl Cleaner, Liquid
– Category #66B. (Eye protection, impervious gloves, apron and long sleeve work clothes must be worn.)

Astor Safety Non-Acid Bowl Cleaner	Creative Chemicals, Inc.
Bath Guard - Acid Free Disinfectant Bathroom Cleaner	Butcher Co.
Bath Mate Acid-Free Washroom Cleaner	Butcher Co.
Bestuff™ Cream Cleanser and Non-Acid Bowl Cleaner	Zep Inc.
Big D Urinal Block With Enzyme (Non-Para) (Stock #AU0100070)	Big D Industries, Inc.
Bol Maid Toilet Cleaner	Betco Corporation
Bowl Pac 532 Toilet Bowl & Bathroom Cleaner	Portion Pac Chemical Corp.
Bowlaway Bowl & Bathroom Cleaner	Barrier Industries, Inc.
Carefree Mild Bowl & Porcelain Cleaner/Disinfectant	Burke Supply Co.
Charge Bowl Cleaner	Butcher Co.
Crew Tub & Tile Cleaner for Solution Center	Johnson Wax Co., S.C. Johnson
Disinfectant Restroom Cleaner	Scott Sani-Fresh International
EarthCare Fresh Start Washroom Tub & Tile Cleaner	Triple S
Formula 72 Germicidal Acid Bowl Cleaner	Malone Chemical Co.
Hi-Genic	Purex Industrial
Jon Q. Publik	Barrier Industries, Inc.
Mint Bowl Cleaner	Chloral Group
Mint Bowl Cleaner	Twi-Laq Industries
NABC (Non-Acid Disinfectant Bathroom Cleaner)	Spartan Chemical Co., Inc.
Non-Acid Bowl Cleaner	Twi-Laq Industries
Remove Q Uratic Salt Remover	Superco Specialty Products
SSS Non-Acid Bowl Cleaner	Triple S
Sun-Glo Mint Bowl Cleaner	Twi-Laq Industries
Vani-Sol Disinfectant Washroom Cleaner	National Laboratories
Spray and Go Urinal Cleaner	Zero Flush Inc.

Tunnel Tile Surface Detergent
– Category #70 – Stock #AU0700665 (5 Gallons), #AU0700670 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, face shield, impervious gloves, protective clothing & boots must be worn.)

Bio Solve	Westford Chemical Corp.
Business To Business Solutions Multi-Surface Cleaner	Access Business Group LLC
Compound 1101	Priority Chemical Co., Inc.
Eco-Clean	Uniflo Resources, Inc.
FO 1165	Fine Organics Corp.
FO 933 Tunnel Wash	Fine Organics Corp.
Grignard Tunnel Tile Wash Winter Grade	Grignard Co.
Hydroforce Butyl-Free All Purpose Cleaner/Degreaser	CRC Industries, Inc.
J-Wax 100	S.C. Johnson & Son, Inc.

Key-Chem 06562P	Stuart Ironsides
Key-Chem 539	Key Chemicals, Inc.
Oxi Clean	Orange Glo International
Port Tunnel Cleaner	Twi-Laq Industries
Quick Tunnel Cleaner	Quick Chemical Co., Inc.
SC-1000	Gemtek Products
Shineline Multi Surface Cleaner	Spartan Chemical Co., Inc.
Son of Super Brute Plus	Applied Research, Inc.
Super Concentrate Protective Soil Remover	Gemtek Products
Super Wash Industrial Grease Buster	SWI International
Tunnel Wash	Bergo Janitorial Supply
Ultra One G-5 Degreaser	Ultra One Corp.
ZEP Blue Magic	Zep Manufacturing Co.
ZEP-X-8886	Zep Manufacturing Co.
ZEP-X-9081	Zep Manufacturing Co.

Utility Cleaner, Paste
– Category #71A

Utility Cleaner, Powder
– Category #71B – Stock #AU0700441. (Eye protection, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Ajax Cleanser With Bleach	Colgate-Palmolive Co.
Bab-O-Cleanser	Fitzpatrick Bros., Inc.
CA-348	Polytech
Comet Cleanser	Procter & Gamble
Con-Sal	Church-Dwight Co.
F-100	Diversey Wyandotte
Namico J-100	National Milling & Chemical Co.
Permag #40	Magnuson Products Corp.
Puritine	J.I. Holcomb Manufacturing Co.

Cleaner, General Purpose
– Category #71C – Stock #AU0700630

Benefect Multi-Purpose Cleaner Concentrate	Sensible Life Products
Blue Velvet No Film General Purpose Cleaner	National Chemical Laboratories
Earth Sense #1 Glass & Multi-Surface Cleaner	National Chemical Laboratories
EarthCare Atlas Multi-Purpose Cleaner Degreaser	Triple S
Green Cleaner & Degreaser	Superco Specialty Products
Green Earth Natural All Purpose Cleaner	Betco Corporation
Green Earth Peroxide Cleaner Concentrate	Betco Corporation
Green Life All Purpose Cleaner	Snappy Solutions Inc.
Green Life All Purpose Peroxide Cleaner	Snappy Solutions Inc.
Green Solutions Industrial Cleaner	Spartan Chemical Co., Inc.
Hydroxi Pro Cleaning Wipes	Core Products Co.
Industrial Cleaner	A & C Green Cleaners LLC
Misty All Purpose Cleaner	Amrep, Inc.
Multi-Clean Century Maintenance Cleaner	Minuteman International, Inc.
The Natural All Purpose Multi-Surface Cleaner	Easy Clean & Green
Tribase Multipurpose Cleaner	Spartan Chemical Co., Inc.

Wall Cleaner, Tile
– Category #72A. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Aqua-Safe	Brulin & Co., Inc.
Armor All Cleaner/Degreaser	Armor All Products
Bathroom Cleaner For Twist'N Fill System	3M Co.
Benefect Atomic Cleaner, Fire & Soot Cleaner	Sensible Life Products
Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate	Janimart Corp.
Enco Formula 'A'	Enterprise Chemical & Paper Co.
Green Life Tub & Tile Cleaner	Snappy Solutions Inc.
It's "OK" Green	Ardex Laboratories, Inc.
Just Right	Janimart Corp.
Kleansal	W.B. McVicker Co.
Lesswork Detergent	Banner Chemical Corp.
Neutra-Kleen Deodorizing Neutral Cleaner	Janimart Corp.
Prime Time	Walton-March, Inc.
Sterigent	Spartan Chemical Co., Inc.
Sun-Glo Welsite Tile & Floor Cleaning Concentrate	Twi-Laq Industries
The Natural Basin, Tub & Tile Cleaner	Clean Environment Co., Inc.
Top Notch	Barrier Industries, Inc.

Window Cleaner, Concentrate Use as Delivered
– Category #72B - Stock #AU0700180, PATH Stock #004968, #017381 (1 Gallon). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Alcohol Cleaner	Lever Industrial, Inc.
Aptco Window Cleaner	Buckingham Wax Co.
Bellwether Windshield Washer #1001	Bellwether Laboratories, Inc.
Bellwether Windshield Washer #1004	Bellwether Laboratories, Inc.
Bellwether Windshield Washer #1006	Bellwether Laboratories, Inc.
Biorenewables Glass Cleaner	Spartan Chemical Co., Inc.
Clean on the Go Concentrated Glass & Hard Surface Cleaner	Spartan Chemical Co., Inc.
Concentrated Window Cleaner	Twi-Laq Industries
Earth Sense #1 Glass & Multi-Surface Cleaner	National Chemical Laboratories
EarthCare Infinity Glass Cleaner	Triple S
GC101 Heavy Duty Glass Cleaner	Banner Chemical Corp.
Glance RTU	Johnson Wax Co., S.C. Johnson
Glass Cleaner	Spartan Chemical Co., Inc.
Glass Cleaner Twist 'N Fill Product #1	3M Co.
Glass Kare	Barrier Industries, Inc.
Green Earth Glass Cleaner	Betco Corporation
Kleer Brite Window & Glass Cleaner	National Chemical Laboratories
Lance (Use as delivered)	A.C. Fergusson, Inc.
Lightning Blend Glass Cleaner F4510	Purex Industrial
Phoenix Crystal Glass Cleaner	Eagle Maintenance Supply, Inc.
Plexi-I-Guard Liquid	Sterling Sanitary Supply Corp.
Pro Shine	Paper Enterprises, Inc.
See Klear Glass Concentrate Cleaner	Chloral Group
See-Thru Window Cleaner	Chloral Group
	Mirandy Products, Ltd.

Spic & Span Disinfecting Spray & Glass Cleaner	Procter & Gamble
Spray N' Shine Glass Cleaner	Fuller Brush Co.
SSS Glass Cleaner	Triple S
Sun-Glo C-Thru Window Cleaner	Twi-Laq Industries
Window Cleaner Concentrate	J.I. Holcomb Manufacturing Co.

Window Cleaner (Aerosol)
– Category #72C – Stock #AU0700195 (19 oz.). (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

099 Glass Cleaner	A.W. Chesterton Co.
Barrier Plexiglass Cleaner	Barrier Industries, Inc.
Blue Sky Glass Cleaner	Franklin Cleaning Technology
Glass Cleaner Twist N' Fill Product #1	3M Co.
Green Life Glass & Window Cleaner	Snappy Solutions Inc.
Look Glass Cleaner	Butcher Co.
Nex Plex (ANP-261)	NEXGEN
Plexi-I-Guard Aerosol	Sterling Sanitary Supply Corp.
Soilax Spray Cleaner	Magnus Chemical Division, Inc.

Algae & Mold Cleaner & Remover
– Category #72D. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Chomp Pro Algae & Mold Stain Cleaner & Remover	Environmental Solutions International

PATH Cars – Exterior Cleaner
– Category #73A – PATH Stock #000708
To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be worn. Do not use in enclosed area.)

FO 3024-SV	Fine Organics Corp.
FO 479 F	Fine Organics Corp.
Greasinator Concentrate	EnvirOx LLC
Penblast 316M	Penetone Corp.

PATH Cars – Interior Cleaner
– Category #73B – PATH Stock #000809, #017367, #017440, #033091, #033253, #033239. To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. (Eye protection, impervious gloves and apron, boots and protective clothing must be wom. Do not use in enclosed are.) The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

Bravo Extra Heavy Duty Floor Stripper	S.C. Johnson & Son, Inc.
Clean By Peroxy All Purpose Cleaner	Spartan Chemical Co., Inc.
FO 449	Fine Organics Corp.
FO 976 TA Bus Wash	Fine Organics Corp.
FO 980A	Fine Organics Corp.
General Purpose Cleaner Twist 'N Fill Product #8	3M Co.
Green Earth Peroxide Cleaner Concnetrate	Betco Corporation
Megapower Redi-Kleen #12	Fine Organics Corp.

Neutral Cleaner Twist N' Fill Product #3	3M Co.
Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23	3M Co.
Quat Disinfectant Cleaner Twist 'N Fill Product #5	3M Co.
Quick Qleen #2 Interior Car Cleaner	Quick Chemical Co., Inc.
Speed Stripper Twist 'N Fill Product #6	3M Co.
Taski Profi Floor Cleane/Oil & Grease Remover	JohnsonDiversey, Inc.
Taski Wiwax Cleaning And Maintenance Emulsion	JohnsonDiversey, Inc.
TRACK-TEX AM	Texo Corp.
Ultra Stripper™	Multi-Clean®

Food Service Maintenance Products

Category #74

Pre-Soak for Stainless Steel Flatware
– Stock #AU0700457
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Banish	Chloral Group
Silver Kleen SS	Sanolite Chemical Corp.
Silver Power – used only with Solitron 1000 dispenser	Ecolab, Inc.

Chlorinated Machine Dishwashing Detergent
– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Guardian Magnum	Ecolab, Inc.
Sano-Chlor	Sanolite Chemical Corp.

Chlorinated Machine Dishwashing Safe for Most Metals
– Stock #AU0700460. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Guardian Acclaim	Ecolab, Inc.
Reward	Sanolite Chemical Corp.

Solid Detergent Capsule for Mechanical Dishwashers
(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Solid Power – used only with Power Activated Detergent Dispenser	Ecolab, Inc.
Solid Power Plus – used only with Power Activated Detergent Dispenser	Ecolab, Inc.

Machine Warewashing Detergent
(Eye protection, face shields, impervious gloves and apron, boots and long sleeve work clothes must be worn.)

Super Saver	Sanolite Chemical Corp.

Concentrated Multi-Purpose Iodine
– Stock #AU0700476. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Iodex	Sanolite Chemical Corp.
Iodine Sanitizer	Chloral Group
Mikroklene	Ecolab, Inc.

Pot and Pan or Hand Dishwashing Detergent
(Eye protection and impervious gloves must be worn.)

Emulsify	Chloral Group
Joy Dishwashing Detergent	Procter & Gamble
NEET	Ecolab, Inc.

Pot Luck	Sanolite Chemical Corp.

Solid Detergent Capsule for Pot and Pan or Hand Dishwashing Detergent
Stock #AU0700450, #AU0700452. (Eye protection and impervious gloves must be worn.)

Solitaire – used only with Solitron 1000 Dispenser	Ecolab, Inc.
Tetrox	Ecolab, Inc.

Rinse Additive and Drying Agent
For Use In Automatic Rinse Injectors. Stock #AU0700470, #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Instant Dry	Sanolite Chemical Corp.
Jet Dry	Ecolab, Inc.
Rinse Dry	Ecolab, Inc.
Rinse IT SP-4	Sanolite Chemical Corp.
Solid Spot Free	Ecolab, Inc.

Solid Rinse Additive and Drying Agent
For Use In Automatic Rinse Injectors. Stock #AU0700472. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Solid Spot Free – use only with Mikroverter Dispenser	Ecolab, Inc.

Neutral Cleaner
(Eye protection, impervious gloves and long sleeve work clothes must be worn.)

All Purpose Cleaner	Ecolab, Inc.
Kleer 'N Brite Low Temperature Dishwasher Sanitizers – Stock #AU0700478	Sanolite Chemical Corp.
Eco-San	Ecolab, Inc.

Stainless Steel Cleaner
– Stock #AU0100440, #GM0100760, PATH Stock #004372. (Eye protection, impervious gloves and long sleeve work clothes must be worn.)

Soilax	Ecolab, Inc.
Acid Cleaner – Stock #AU0700474	
Clinging Limeaway	Ecolab, Inc.

Compublend System Chemicals
– Category #77

Base (A-Y)	3M Co.
Ready to Use	3M Co.
1:4 Concentrate	3M Co.
1:63 Concentrate	3M Co.

ADDITIONS

Product	Manufacturer	Category
EarthCare Infinity Glass Cleaner	Triple S	**72B:** Window Cleaner, Concentrate
EarthCare Compass Neutral Floor Cleaner	Triple S	**29A:** Floor Cleaner (Resilient Tile Stripper)
EarthCare Summit Heavy Duty Cleaner	Triple S	**22A:** Detergent, Liquid Synthetic
EarthCare Atlas Multi-Purpose Cleaner Degreaser	Triple S	**71C:** Cleaner, General Purpose
EarthCare Fresh Start Washroom Tub & Tile Cleaner	Triple S	**66B:** Toilet Bowl Cleaner, Liquid
Pure-Go Antiseptic Bio-Hand Cleaner Citrus Scent	Safetec of America, Inc.	**36:** Hand Cleaner, Liquid
KELTRACK™ Trackside Transit	Kelsan Technologies Corp.	**56:** Protectant, Surface
TempFlex™ 35 to 160 Biodegradable Rail Curve Grease	Environmental Lubricants Manufacturing, Inc.	**56:** Protectant, Surface
AIM Surface Disinfectant and Deodorant	Mirandy Products Ltd.	**21A:** Detergent, Disinfectant, Odor Counteractant
Graffiti Gobbler	American Industrial Supply	**31B:** Graffiti Remover (Aerosol and Bulk)
Nex Plex (ANP-261)	NEXGEN	**72C:** Window Cleaner (Aerosol)
Super-Sorb	American Industrial Supply	**32:** Grease & Oil Absorbents
Grease-Away	American Industrial Supply	**32:** Grease & Oil Absorbents
ECO-SSS	American Industrial Supply	**65A:** Stainless Steel Cleaner & Wash
Ultra Stripper™	Multi-Clean®	**73B:** PATH Cars – Interior Cleaner
Graffiti Shield	American Industrial Supply	**31B:** Graffiti Remover (Aerosol and Bulk)
Hurricane B	Superco Specialty Products	**22A:** Detergent, Liquid Synthetic
Pressure Wash Heavy Duty Foam Degreaser	Superco Specialty Products	**22A:** Detergent, Liquid Synthetic
Vital-Oxide	Vital Technologies, Inc.	**21B:** Disinfectant
LSI 4000 Liquid Heavy Duty Degreaser	Lightning Supply, Inc.	**18A:** Degreaser, Concrete - Liquid
LSI 4000 Granules Heavy Duty Degreaser	Lightning Supply, Inc.	**18B:** Degreaser, Concrete - Solid
Industrial Cleaner	A & C Green Cleaners LLC	**71C:** Cleaner, General Purpose
Bestuff™ Cream Cleanser and Non-Acid Bowl Cleaner	Zep Inc.	**66B:** Toilet Bowl Cleaner, Liquid
Five Star Brass and Metal Polish	Zep Inc.	**43:** Metal Cleaner, Polish
ZUD® Heavy Duty Cleanser (Powder)	Reckitt Benckiser, Inc.	**65A:** Stainless Steel Cleaner and Wash

DELETIONS

Product	Manufacturer	Category
Catchmaster Rodent & Insect Glue	AP&G Co., Inc.	**52A**: Rodenticides
Contrac All-Weather Blox Anticoagulant Rodenticide	Bell Laboratories	**52A**: Rodenticides
Ditrac Tracking Powder	Bell Laboratories	**52A**: Rodenticides

CHANGES

There Are No Changes

VENDOR NAMES AND ADDRESSES

303 Products, Inc.
10801 Starwood Drive
Palo Cedro, CA 96073

3M Co.
3M Center
St. Paul, MN 55144-1000

A.C. Fergusson, Inc.
Spring Mill Drive
Frazer, PA 19355

A.W. Chesterton Co.
225 Fallon Road
Middlesex Industrial Park
Stoneham, MA 02180-2999

A & C Green Cleaners LLC
P.O. Box 24
Oak Ridge, NJ 07438

Access Business Group LLC
7575 Fulton Street
Ada, MI 49355

Acutech Industries, Inc.
310 Brookhollow Industrial Blvd.
Dalton, GA 30721-3275

Advantage Marketing Associates
1295 S.W. 4th Avenue
Delray Beach, FL 33444

Aedeas Group LLC
353 Kearny St., Suite 41
San Francisco, CA 94108

Air Kontrol, Inc.
221 Pearson Street
Batesville, MS 38606

Airex Laboratories
1640 Delmar Drive
Folcroft, PA 19032

Airkem Professional Products, Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

Airwick, Reckitt Benckiser
Morris Corporate Center IV
399 Interpace Parkway, P.O. Box 225

Parsippany, NJ 07054-0225

Akona, LLC
P.O. Box 488
1570 Halgren Road
Maple Plain, MN 55359

Alfred Chemical Corp.
111 Gardner Avenue
Brooklyn, NY 11237

AMAX Corp.
960 S. Third Street
Louisville, KY 40203

American Cyanamid Co.
697 Route 46
Clifton, NJ 07015

American Industrial Supply, Inc.
9817 Variel Avenue
Chatsworth, CA 91311

American Paper Towel Co.
10 Industrial Road
Carlstadt, NJ 07072

American Products, Inc.
P.O. Box 7455
Port St. Lucie, FL 34985

American Wax Co., Inc.
39-30 Review Avenue
Long Island City, NY 11101

Americlean Systems, Inc., JohnsonDivesey
26935 Northwestern Hwy., Suite 400
Southfield, MI 48034

Amrep, Inc.
990 Industrial Park Drive
Marietta, GA 30062

Amway Corp.
7575 East Fulton Road
Ada, MI 49355

AP&G Co., Inc.
170 - 53rd Street
Brooklyn, NY 11232

Applegate Insulation Systems of GA, LLC
1241 Meadowbrook Drive
Eastanollee, GA 30538

Applied Research, Inc.
7367 Davie Rd. Ext
Hollywood, FL 33024

Ardex Laboratories, Inc.
335 Camer Dr.
Bensalem, PA 19020

ARI
P.O. Box 510
Orchard Hill, GA 30266

Armor All Products, Clorox Co.
22 Corporate Park
Irvine, CA 92714

Armor Research Co.
1035 Busch Memorial Highway
Pennsauken, NJ 08110

Banner Chemical Corp.
111 Hill Street
Orange, NJ 07050

Barlyn Chemicals
P.O. Box 1122
Havertown, PA 19083

Barrier Industries, Inc.
200 E. Main Street
Port Jervis, NY 12771

Bayer Environmental Science
2 T.W. Alexander Drive
Research Triangle PK, NC 27709

Bedford Chemical Division, Ferro Corp.
7050 Krick Road
Walton Hills, OH 44146-4494

Bell Laboratories, Inc.
3699 Kinsman Blvd.
Madison, WI 53704

Bellwether Laboratories, Inc.
172 Speedwell Avenue
Morris Plains, NJ 07950

Bergo Janitorial Supply
114 Allen Blvd.
Farmingdale, NY 11735

Betco Corporation

1001 Brown Avenue
Toledo, OH 43607

Big D Industries, Inc.
5620 S. W. 29th Street
P.O. Box 82219
Oklahoma City, OK 73148-0219

Boyle-Midway, Inc.
South Avenue & Hale Street
Cranford, NJ 07016

Brighton Chemical Co.
385 Jersey Street
Staten Island, NY 10301

Brilliance Holdings, Ltd.
121 Customs St West
Auckland Central, NZ

Brulin and Co., Inc.
P.O. Box 270
Indianapolis, IN 46206

Buckingham Wax Co.
51-03 Van Dam Street
Long Island City, NY 11101

Bunzl Corp.
256 Columbia Turnpike, Suite 212
Florham Park, NJ 07932-1298

Burke Supply Co.
Bldg. 293, Brooklyn Navy Yard
Brooklyn, NY 11205

Butcher Co.
120 Bartlett Street
Marlborough, MA 01752

Calgon Corp.
Commercial Division
7501 Page Avenue
St. Louis, MO 63166

Calgon Vestal Laboratories
5035 Manchester Avenue
Saint Louis, MO 63110

Capital Supply Co.
111 Eighth Avenue
New York, NY 10011

Cello Chemical Corp.

1354 Old Post Road
Havre de Grace, MD 21078

Chase Products Co.
P.O. Box 70
Maywood, IL 60153

Chem Creations, Inc.
260 Northern Blvd.
Great Neck, NY 11021

Chemical Products Co., Inc.
1213 Jackson Street
Omaha, NE 68102

Chemsearch Div. of NCH Corp.
Box 152170
Irving, TX 75015

Chemspec
3001 E. Madison Street
Baltimore, MD 21205

Chloral Group
171 Lombardy Street
Brooklyn, NY 11222

Church & Dwight Company, Inc.
Two Pennsylvania Plaza
New York, NY 10001

Clean Environment Co., Inc.
P.O. Box 4444
Lincoln, NE 68504

Cleaning Solutions Group
The Sherwin-Williams Co.
101 Prospect Avenue, N.W.
Cleveland, OH 44115

Cleanmaster
6321 204 Street SW
Lynwood, WA 98036

Cleantronics, Inc.
P.O. Box 384
Princeton Junction, NJ 08550

Clearway, LLC.
414 Wilson Avenue
Newark, NJ 07105

Clift Industries, Inc.
P.O. Box 67153

Charlotte, NC 28226

Clorox Co.
1221 Broadway
Oakland, CA 94612

CMC Laboratories Co., Inc.
100 Varick Street
New York, NY 10014

Colgate-Palmolive Co.
300 Park Avenue
New York, NY 10022

Core Products Co.
401 Industrial Drive
Canton, TX 75103

CRC Industries, Inc.
885 Louis Dr.
Warminster, PA 18947

Creative Chemicals, Inc.
3 Church Street
Plamer, MA 01069

Cryotech Deicing Technology
6103 Orthoway
Fort Madison, IA 52627

Crystal Chemical Corp.
101-02 37th Avenue
Corona, NY 11368

Darm Incorporated
P.O. Box 0218
Baldwin, NY 11510

DEB USA Inc. (Deb SBS, Inc.)
1100 Highway 27 South
Stanley, NC 28164-2205

Dial Corp.
1850 N. Central
Phoenix, AZ 85077

Diversey Wyandotte
400 Washington Street
Suite 301
Braintree, MA 02184

DiversiTech
2530 Lantrac Court
Decatur, GA 30035

DL Group, Banite Inc.
47 East Market Street
Buffalo, NY 14204

DMS&D Associates, Inc.
20 Meridian Road
Eatontown, NJ 07724

Dow Chemical Co.
2030 Dow Center
Midland, MI 48674

Drackett Professional, S.C. Johnson
1295 S.W. 4th Street
Delray Beach, FL 33444

Dymon, Inc.
P.O. Box 6267
Kansas City, KS 66106

Dynasurf Chemical Corp.
1426 Fleet Street
Baltimore, MD 21231

E Global Solutions, Inc.
9-d Dunwood Road
Port Washington, NY 11050

Eagle Maintenance Supply, Inc.
80 Twinbridge Drive
Pennsauken, NJ 08110

Eagle Picher Co.
580 Walnut Street
Cincinnati, OH 45202

Easy Clean & Green
P.O. Box 323
Monmouth Beach, NJ 07750

Ecolab, Inc.
370 Wabasha Street
St. Paul, MN 55102

EMS Brands Products
9242 Commerce Highway
Pennsauken, NJ 08110

Engelhard Minerals & Chemicals Corp.
Menlo Park
Edison, NJ 08817

Enterprise Chemical & Paper Co.

35-03 29th Street
Long Island City, NY 11106

Envirochem, Inc.
317 St. Paul's Avenue
Jersey City, NJ 07306

Environmental Connections, Inc.
704 Plaza Blvd.
Kinston, NC 28501

Environmental Lubricants Manufacturing, Inc.
5526 Nordic Drive
Cedar Falls, Iowa 50613

Environmental Solutions International
1261 N. Raddant Road
Batavia, IL 60510

EnviroSystems, Inc.
1754 Technology Drive
Suite 106
San Jose, CA 95110

EnvirOx LLC
1938 E. Fairchild Street
Danville, IL 61834

Enviro-Zyme, Inc.
Stormville Mountain Road
Stormville, NY 12582

Fiberlock Technologies, Inc.
150 Dascomb Road
Andover MA, 01810

Fine Organics Corp.
205 Main Street
Lodi, NJ 07644

Finished Surface System, Inc.
P.O. Box 569
Comstock Park, MI 49321

Fitzpatrick Bros., Inc.
625 North Sacramento Blvd.
Chicago, IL 60612

Force Chemical, Inc.
449 Bayview Avenue
Cedarhurst, NY 11516

Ford Motor Company
Attention: MSDS Information, P.O. Box 1899

Dearborn, Michigan 48121

FPC Metro Corp.
168 Spruce Street
Westbury, NY 11590

Franklin Cleaning Technology
P.O. Box 214
Great Bend, KS 67530

Fresh Products, Inc.
4010 South Avenue
Toledo, OH 43615

Fuller Brush Co.
P.O. Box 729
Westport Addition
Great Bend, KS 67530

Gemtek Products
1118 E. Missouri Avenue, Suite B-2
Phoenix, AZ 85014

Georgia-Pacific Corp.
133 Peachtree Street, N.E.
Atlanta, GA 30303

Geritrex Corp.
2 East Sanford Blvd.
Mount Vernon, NY 10550

Gilman Products Co.
P.O. Box 327 Riverview Mill
Wilton, NH 03086

Glenveigh Developments Ltd
PO Box 734
Lower Sackville, Nova Scotia
Canada B4C 3V3

GOJO Industries
One GOJO Plaza, Suite 500
Akron, OH 44311

Green Planet Products
142 Taunton Blvd.
Medford, NJ 08055

Grignard Co.
126 Passaic Street
Newark, NJ 07104

H. Behlen & Bro.
Route 30 North

Amsterdam, NY 12010

Halbro Control Industries, Inc.
2090 Route 110
Farmingdale, NY 11735

Harley Chemicals Div., Concord Chemical Co.
17th Federal Streets
Camden, NJ 08105

Heritage Labs, Inc.
P.O. Box 4141
Bayonne, NJ 07002

Hillyard Chemical Co.
302 North 4th Street
St. Joseph, MO 64502

Hilti Construction Chemicals, Inc.
5400 S. 122nd East Avenue
Tulsa, OK 74146

Hilton Head Laboratories
484 Brows Cove Road
Ridgeland, SC 29936

Hi-Point Peat Limited
P.O. Box 2535
Postal Station "M"
Calgary, Alberta
Canada T2P 2N6

Hysan Corp.
4309 S. Morgan Street
Chicago, IL 60609

Indco, Inc.
N. Railroad & Essex Sts.
Gloucester City, NJ 08030

Inopak, Ltd.
24 Executive Parkway
Ringwood, NJ 07456

IRS Total Recycling Services
P.O. Box 931
Ridgefield, NJ 07657

ITW Devcon Environmental Systems
30 Endicott Street
Danvers, MA 01933

ITW Dymon
805 East Old 56 Hwy.

Olathe, KS 66061

J.I. Holcomb Manufacturing Co.
4415 Euclid Avenue
Cleveland, OH 44103

James Austin Co.
115 Downieville Road
Mars, PA 16046

Janimart Corp.
733 Ridgedale Avenue
East Hanover, NJ 07936

John A. Earl, Inc.
216-222 Union Street
Hackensack, NJ 07601

Johnson Wax Co., S.C. Johnson
1525 Howe Street
Racine, WI 53403

JohnsonDiversey, Inc.
3240 Benchmark Drive
Ladson, SC 29456

Kano Laboratories, Inc.
1000 E. Thompson Lane
Nashville, TN 37211

Kelsan Technologies Corp.
1140 West 15th Street
North Vancouver, British Columbia, Canada, V7P 1M9

Kem Tech Industries
N8076 Maple Street
Ixonia, WI 53036

Key Chemicals, Inc.
4346 Tacony Street
Philadelphia, PA 19124

Kleenmaster Products Co.
291 Roymar Road
Oceanside, CA 92054

Kutol Products Co.
7650 Camargo Road
Cincinnati, OH 45243

Kwiat Trading Corp.
10155 Collins Avenue #403
Bal Harbour, FL 36154

Lever Industrial, Inc.
CH 9542
Munchweilen, Switzerland

Lightning Supply, Inc. (LSI)
87 Chadwick Road, Unit 200
Teaneck, NJ 07666

LiQuifix LLC
110 Lenox Avenue
Stamford, CT 06906

LSZ, Inc.
30 Glenn Street, Suite 309
White Plains, NY 10603

Magco Incorporated
600 South State Street
Clarks Summit, PA 18411

Magnum Research Corp.
10-5 Drew Court
Ronkonkoma, NY 11779

Magnus Chemical Division, Inc.
Ecolab Osborn Building
St. Paul, MN 55102

Magnuson Products Corp.
50 Court Street
Brooklyn, NY 11201

Malone Chemical Co.
130 Marion Avenue
Linden, NJ 07036

Marcal Paper Mills, Inc.
1 Market Street
Elmwood Park, NJ 07407

Masury Columbia Co.
2150 North 15th Avenue
Melrose Park, IL 60160

Mateson Chemical Corp.
1025 East Montgomery Avenue
Philadelphia, PA 19125

Meridian Petroleum
330 S. Wells Street
Chicago, IL 60606

Microtek Medical, Inc.
602 Lehmberg Road

Columbus, MS 39702

Mid-Continent Packaging, Inc.
1220 North 54th Street
Enid, OK 73701

Midco Products Co., Inc.
11697 Fairgrove Ind. Blvd.
St. Louis, MO 63043

Minuteman International, Inc.
600 Cardigan Road
Shoreview, MN 55126

MINWAX Company
10 Mountainview Road
Upper Saddle River, NJ 07458

Mione Manufacturing Co.
51 Democrat Road
Mickleton, NJ 08056

Mirandy Products, Ltd.
1078 Grand Avenue
South Hempstead, NY 11550

Misco International
115 Messner Drive
Wheeling, IL 60090

Misco Products Corp.
R.D. 9, Box 9155
Reading, PA 19605

Modern Research Corp.
431 Stephenson Highway
Troy, MI 48083

M-Oil-Free Co., Inc.
2060 Hartel Street
Levittown, PA 19057

Motsenbocker's Lift Off
P.O. Box 90947
San Diego, CA 92169

Multi-Clean®
600 Cardigan Road
Shoreview, MN 55126-3964

Multi-Development Enterprises
P.O. Box 2904
Plainfield, NJ 07062

NA-Churs/Alpine Solutions
421 Leader Street
Marion, OH 43302

National Chemical Laboratories of PA, Inc.
401 North Tenth Street
Philadelphia, PA 19123

National Laboratories
225 Summit Avenue
Montvale, NJ 07645

National Milling & Chemical Co.
4601 Flat Rock Road
Philadelphia, PA 19127

NCH Corp.
Box 152170
Irving, TX 75015

Neutron Industries, Inc.
7103 N. Black Canyon Hwy
Phoenix, AZ 85021-7619

NEXGEN
9730 Variel Avenue
Chatsworth, CA 91311
P O Box 370937
Reseda, CA 91337

Nice-Pak Products, Inc. (PDI, The Healthcare Div. of)
Two Nice-Pak Park
Orangeburg, NY 10962-1376

Nilodor, Inc.
1470 Industrial Parkway
Bolivar, OH 44612

Nu-Sheen Products
P.O. Box 426
Ottumwa, IA 52501

Octagon Process, Inc.
596 River Road
Edgewater, NJ 07020

Oil Dri Corp.
68-64 Yellowstone Boulevard
Forest Hills, NY 11375

Oil-Away
2316 Oakhaven Drive
Duarte, CA 91010

Onox, Inc.
43132 Christy Street
Fremont, CA 94538

Orange Glo International
8765 Orchard Road, Suite #703
Englewood, CO 80111

Pace Chemical Products, Inc.
4510 W. 89th Street, Suite 100
Prairie Village, KS 66207

Packard Industries, Inc.
7 Stow Road
Marlton, NJ 08053

Paper Enterprises, Inc.
850 East 140th Street
Bronx, NY 10454

PCI of America
2701 Tower Oaks Boulevard
Suite 300
Rockville, MD 20852

Penetone Corp.
74 Hudson Avenue
Tenafly, NJ 07670

Penray Companies, Inc.
440 Denniston Ct.
Wheeling, IL 60090

Permatex Industrial Corp.
705 North Mountain Road
Newington, CT 06111

Polytech
2520 San Fernando Road
Los Angeles, CA 90085

Portion Pac Chemical Corp.
400 N. Ashland Avenue
Chicago, IL 60622

Positive Product Laboratories, Inc.
P.O. Box 281
Pleasantville, NY 10570

Prestige Laboratories, Inc.
100 Oak Street
East Rutherford, NJ 07073

Priority Chemical Co., Inc.

725 River Road, P.O. Box 332
Edgewater, NJ 07020

Procter & Gamble
Ivorydale Technical Center
5299 Spring Grove Avenue
Cincinnati, OH 45217-1087

Pro-Kote Industries
5849 Okeechobee Blvd.
West Palm Beach, FL 33417

Pure Green, LLC
439 Centre Island Road
Centre Island, NY 11771

Purex Industrial
7300 Bolsa Avenue
Westminster, CA 92684-3800

Puritan/Churchill Chemical Co.
916 Ashby Street, NW
Atlanta, GA 30318

Q-Pak Corp.
2145 McCarter Highway
Newark, NJ 07104

Quick Chemical Co., Inc.
200 Winston Drive, Suite 2603
Cliffside Park, NJ 07010

Racine Industries, Inc.
1405 16th Street
Racine, WI 53403

Ram Enterprises, Inc.
3131 Stonebrook Circle
Memphis, TN 38116

Realneat Products
1475 East 222nd Street
Bronx, NY 10469

Reckitt Benckiser, Inc.
Morris Corporate Center IV
P.O. Box 225
399 Interpace Parkway
Parsippany, N.J. 07054-0225

Restoro Polish Co.
53 Conrad Drive
Karo, PA 16046

Rochester Midland Corp.
135 West Central Blvd.
Palisades Park, NJ 07650

Roman Adhesives, Inc.
824 State Street
Calumet City, IL 60609

Russall Products Co., Inc.
1719 W. Farms Rd.
Bronx, NY 10460

S.C. Johnson & Son, Inc.
1525 Howe Street
Racine, WI 53403-5011

Safetec of America, Inc.
887 Kensington Avenue
Buffalo, NY 14215

Sanitary Soap Co., Inc.
104 Railroad Avenue
Paterson, NJ 07501

Sanolite Chemical Corp.
3449 Ft. Hamilton Parkway
Brooklyn, NY 11218

Scot Laboratories
16841 Park Circle Drive
Chagrin Falls, OH 44023

Scott Sani-Fresh International
4702 Goldfield
San Antonio, TX 78218

Selig Chemical Industries
840 Selig Drive, S.W.
Atlanta, GA 30336

Sensible Life Products
7 Innovation Drive
Flamborough, ON Canada L9H 7H9

Shaklee Corp.
444 Market Street
San Francisco, CA 94111

Snappy Solutions Inc.
PO Box 305
Rochelle Park, NJ 07662

Solar Care, Inc.
115 Research Drive

Bethlehem, PA 18015

Spartan Chemical Co., Inc.
1110 Spartan Drive
Maumee, OH 43537

Spectrum Brands, Inc.
2150 Schuetz Road
St. Louis, MO 63146

Sprayon Products, Sherwin-Williams Co.
6830 Cochran Road
Solon, OH 44139

Spruce Industries
636 South Avenue
Garwood, NJ 07027

State Chemical Solutions
3100 Hamilton Avenue
Cleveland, OH 44114

State Industrial Products
3100 Hamilton Avenue
Cleveland, OH 44114

Sterling Sanitary Supply Corp.
32-32 57th Street
Woodside, NY 11377

Stockhausen, Inc.
2401 Doyle Street
Greensboro, NC 27406

Stuart Ironsides
7575 Plaza Court
Willowbrook, IL 60521

Sud-Chemie Absorbents, Inc.
31670 GA Hwy
South Meigs, GA 31765

Sunshine Makers, Inc.
16771 Pacific Coast Highway
Sunset Beach, CA 90742

Superco Specialty Products
25041 Anza Drive
Valencia, CA 91355

Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115

SWI International
487 Division St.
Boonton, NJ 07005

Technical Concepts LLC
1301 Allanson Road
Mundelein, IL 60060

Tennant Co.
701 N. Little Drive
Minneapolis, MN 55422

Texo Corp.
2801 Highland Avenue
Cincinnati, OH 45212

Top Guard Products
76 Grand Avenue
Brooklyn, NY 11205

Triple S
2 Executive Park Drive
Billerica, MA 01862

Turtle Wax, Inc.
5655 West 73rd Street
Chicago, Illinois 60638-6211

Twi-Laq Industries
76 Grand Avenue
Brooklyn, NY 11205

U.S. Borax Co.
3075 Wilshire Boulevard
Los Angeles, CA 90010

Ultra One Corp.
Edgewater Industrial Park
112 East Avenue
Hackettstown, NJ 07840

Uncle Sam Chemical Co.
573-575 West 131st St.
New York, NY 10027

Uniflo Resources, Inc.
19 Kimberly
Wayside, NJ 07712

United Laboratories, Inc.
320 37th Avenue
St. Charles, IL 60174

VIC Industrial Corp.

231 E Emory Road
Powell, TN 37849

Visual Pollution Tech, Inc.
P.O. Box 12833
Scottsdale, AZ 85267

Vital Technologies, Inc.
8868 SE Robwyn Street
PO Box 2026
Hobe Sound, FL 33475

W.B. McVicker Co.
243 44th Street
Brooklyn, NY 11232

Walton-March, Inc.
1620 Old Deerfield Road
Highland Park, IL 60035

Waverly Minerals, Inc.
31670 GA Hwy 3 South
Meigs, GA 31765

Westford Chemical Corp.
P.O. Box 798
Westford, Massachusetts 01886

Wisconsin Pharmacal Co.
1 Repel Road
P.O. Box 198
Jackson, WI 53037

Wyandotte Chemicals Co.
1609 Biddle St.
Wyandotte, MI 48192

Yonar Labs
6615 Tributary Street
Baltimore, MD 21224

Zep Commercial
Enforcer Products Inc.
P.O. Box 1060
Cartersville, GA 30120

Zep Inc.
1310 Seaboard Industrial Dr
Atlanta, GA - 30318

Zep Manufacturing Co.
10 Fadem Road
P.O. Box 299
Springfield, NJ 07081

ZeroFlush Inc.
3008-3016 Lions Court
Kissimmee, FL 34744

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APPENDIX: Instructions for Accessing Online MSDS's

Access to the site is available two ways.

Via a link from the eNet home page by clicking on the Material Safety Data Sheet button under Popular Links. A new window appears with the following clickable options:

- For Additional Instructions, Click Here
- Add a New Product (Administrators Access Only)
- Find an MSDS or View Inventory List

Via the Operations Services Department's web site by clicking on the MSDS link listed under Updates and New Features.

Searching for an MSDS:

Click on the black (M)SDS Box at the top of the page.
Click on the drop down arrow in the box entitled Choose a Criteria and select either Product name or a Manufacturer's name. Click on your selection.
Based on your previous selection, type in the name of the product or manufacturer in the blank box to the right of the screen.
Click on the Search Button.
Select and click on the adobe PDF icon to the left of the product name.
An additional box will appear on the screen.
Under the Action Heading - click on the word View and the MSDS will appear.
After viewing and/or printing the MSDS close the screen and you will be returned back to the view screen. Click on the close button.
To search for another MSDS, clear the previous search entry and enter a new product name or manufacturer's name and start the process again.

Please also note by pressing the black Help button, a drop down box labeled "Training Center" will provide a link to the 3E Basic User Guide, which may be clicked for access to operating instructions.

If a computer is not available, you may also call our MSDS vendor 3E at any time to have an MSDS faxed to you. They can be reached at (800) 451-8346.

We are available to provide on site training/assistance in accessing or using this system. If you have any questions or need any assistance, please contact Roger Gutzat at (201) 216-2812, rgutzat@panynj.gov or William Pockels at (201) 216-2227, wpockels@panynj.gov.

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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.

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.

iv. The Contractor and subcontractors, when appropriate, shall 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 Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February 9, 2009).*

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.

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect

to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a

false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11,

1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

THE PORT AUTHORITY OF NY & NJ

Lillian D. Valenti
Director, Procurement

December 20, 2012

VIA REGULAR MAIL AND FAX (201)955-3735

United Services, Inc.
462 Forest Street
Kearny, NJ 07032
ATTN: Raymond Pardo – President

RE: GENERAL CLEANING SERVICES AT THE LINCOLN TUNNEL (LT)
BID #30508 - CONTRACT #4600009351/PO #4500063763

Dear Mr. Pardo:

Your bid, including addenda 1 and 2, addressing the subject Contract has been accepted. The term of this Contract shall be for three (3) years effective January 1, 2013 through December 31, 2015, 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 Port Authority of NY & NJ, General Manager, Risk Management, 225 Park Avenue South, 12th floor, New York, New York 10003. This Certificate must also be annotated with CITS tracking number #4084N.

Your facility contact is Mr. Robert King who can be reached at (201)617-8133. 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 #4500063763 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

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: August 24, 2012

TITLE: GENERAL CLEANING SERVICES AT THE LINCOLN TUNNEL (LT)

BID NO.: 30508

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

BID DUE DATE: September 18, 2012 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

United Services, Inc.
(NAME OF BIDDING ENTITY)

462 Forest Street
(ADDRESS)

Kearny, NJ 07032
(CITY, STATE AND ZIP CODE)

Raymond Prado - President 201-955-1300
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

Ex. 1/4
(FEDERAL TAX I.D. NO.)

201-955-3735
(FAX NO.)

X BUSINESS CORPORATION _____PARTNERSHIP _____INDIVIDUAL

_____ OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

9/14/2012

ADDENDUM # 1

To prospective Bidder(s) on Bid # 30508 for GENERAL CLEANING SERVICES AT THE LINCOLN TUNNEL (LT)

☒ Due back on 9/20/2012, no later than 11:00AM

☐ Originally due on 9/18/2012, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

This bid is hereby extended. The Due Date is 9/20/12, no later than 11:00 a.m.

Part V, page 4, subparagraph C, section entitled "Minimum Hourly Wages", delete the section in its entirety and replace with the following:

	YEAR ONE	YEAR TWO	YEAR THREE
Lead Cleaner	$16.93 (per hour)	$17.40 (per hour)	$17.87 (per hour)
Cleaner	$12.09 (per hour)	$12.42 (per hour)	$12.76 (per hour)

II. BIDDER'S QUESTIONS AND ANSWERS

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

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of

the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #1	In Part V-Pg 16 there is mention of Photo Identification Card for Contractor's Additional Employees-snow emergency. What is the procedure and cost for obtaining the Photo ID Cards?
Answer #1	The Contractor is responsible for obtaining the identification cards for its employees and all related cost.
Question #2	Is there a union on this job, if so is there a union agreement?
Answer #2	We are not aware of any particular labor organization.
Question #3	Has any of the services or locations changed within the last six years?
Answer #3	No.
Question #4	Who is responsible to supply lift for outside window cleaning.
Answer #4	The Contractor must supply the lift and all related costs must be included in the "Monthly Lump Sum Rate".
Question #5	Roadway degreasing shall be performed by additional staff, but in the walk thru it was mentioned that it is done by 2 cleaners (part of the lead Cleaner and 4 cleaners)
Answer # 5	Bidders must bid in accordance with the requirements of the bid document.
Question #6	Is there any payroll information that you can provide us with for the current employees, for wages & benefits?
Answer #6	The bid document includes the payroll information.
Question #7	I noticed that Guard Booths are located at Post 6 NY Tower South Side and Post 7 NY Tower North side. Will the payroll tax imposed by the City of New York, New York for services performed in New York, New York (on Part I-11) apply?
Answer #7	It is the Contractor's responsibility to ascertain appropriate taxes.

Question #8	Could you please provide me with the Manufacturer's Name and Number for the Roll Paper Towel and Toilet Tissue dispensers (i.e.; Kimberly-Clark, etc.)?
Answer #8	Varies throughout the facility - includes but not limited to BobRick and Kimberly-Clark.
Question #9	Want to confirm all full-time employees must have health coverage?
Answer #9	Yes
Question #10	In Part V on Page 4 where the Minimum Hourly Wage is listed, are these the current wages the employees are making?
Answer #10	No. These are the mandated minimum hourly wages for each year of the base term.

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: United Services, Inc.

INITIALED: _____

DATE: 9/17/12

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

9/19/2012

ADDENDUM # 2

To prospective Bidder(s) on Bid # 30508 for GENERAL CLEANING SERVICES AT THE LINCOLN TUNNEL (LT)

☒ **Due back on 9/21/2012, no later than 11:00AM**

☐ Originally due on 9/18/2012, no later than 11:00AM

The following changes/modifications are hereby made to the solicitation documents:

This bid is hereby extended. The Due Date is on 9/21/12, no later than 11:00 a.m.

Part V, Section 8 entitled "Specific Materials, Supplies and Equipment Requirements" paragraph (a), delete the following sentence "The Contractor shall provide one Nextel cellular phone for each shift to both the Lead Cleaner on his/her shift and a Cleaner as selected by the Manager on other shifts." and replace with "The Contractor shall provide one cellular phone with push to talk (PTT) function (compatible with the current Port Authority standard) for each shift to both the Lead Cleaner on his/her shift and a Cleaner, as approved by the Manager, on other shifts.

Part V, page 9, Section 7 entitled "Personnel Requirements", second paragraph, delete the last word "Contractor" and replace with "Facility".

Part V, page 15, Section 16 entitled "Inclement Weather Requirements – Snow Removal", delete this section in its entirety and replace with the following:

"16. Inclement Weather Requirements – Snow Removal
The Authority requires that, as directed by the Manager, the Contractor shall completely and expeditiously remove any and all snow, ice and/or sleet from such exterior areas of the Site of the Work and that the Contractor shall at all times keep all such areas clean, accessible and free from further accumulations. Further, the Contractor shall provide supplemental labor and equipment to facilitate and perform the early and complete removal and accumulation of such snow, ice or sleet. Exterior areas shall include, but shall not be limited to, sidewalks, the New Jersey and New York sides of the Lincoln

Tunnel, building entrances, and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways. The Contractor shall determine the means and methods of its removal of any and all snow, ice and/or sleet in the exterior areas of the Site of Work described herein; including but not limited to, the time within which to commence its activities so as to keep the specified areas clean, accessible and free from further accumulations such that snow, ice and/or sleet shall not be allowed to accumulate in these areas. The means and methods of removal of any snow, ice and sleet shall be subject to adjustment by and the approval of the Manager in his sole discretion

Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel and a Supervisor for such personnel, as are deemed necessary to the Manager for the performance of services required under this numbered clause. All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each employee in the performance of services required by this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the unit price per hour as set forth in the Pricing Sheets for "Snow Removal." All areas shall be cleared of snow within four (4) hours of snowfall. The Manager shall notify the Contractor when its services for snow removal are no longer needed. No employee assigned to snow removal shall work in excess of sixteen (16) hours unless otherwise directed by the Manager in writing.

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

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

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

Sand and/or de-icing materials shall be applied by the Contractor to such exterior areas. Said materials shall be provided by the Authority at no charge to the Contractor, but the Contractor shall be responsible for transporting such materials to and from the storage location at the 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.

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."

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN, MANAGER
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: United Services, Inc,

INITIALED: _____

DATE: 9/20/12

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

INVITATION FOR BID

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

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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: United Services, Inc. Date: 9/11/12

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

1. Packaging

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

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

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

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

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

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

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

2. Business Practices / Operations / Manufacturing

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

✓ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

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

Raymond Pardo Jr. Name 9/11/12 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**
   General cleaning services and limited snow removal as more specifically defined in Exhibit A of Part V.

2. **Location(s) Services Required**
   Lincoln Tunnel, 500 Blvd East Weehawken, NJ and New York City NY, as more fully described in the definition of "Facility" in the Specifications.

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

4. **Contract Type**
   Monthly Lump Sum and Unit Price Services Contract

5. **Duration of Contract**
   Three (3) years, expiring on or about December 31, 2015

6. **Option Period(s)**
   There shall be one (1) three (3)-year Option Period.

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 Available

9. **Facility Inspection**
   The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 8:30 a.m. on September 5, 2012. All interested parties should meet at the Lincoln Tunnel, 500 Blvd East Weehawken, NJ. Parking is available at the location across the street from the NJ Administration Building under the Helix on Baldwin Ave. All Bidders shall contact Charlene Talarico at ctalarico@panynj.gov to confirm their attendance and/or receive traveling directions. **PHOTO ID REQUIRED to attend the meeting.**

10. **Specific Bidder's Prerequisites**
    The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in the Standard Contract Terms and Conditions in the Janitorial Maintenance Program by the day before the Bid opening date. Further, the

Bidder must have been prequalified by the Port Authority to bid on Janitorial Maintenance contracts with an estimated annual dollar value over $300,000.

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

11. 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 2,080 annual hours.

12. Available Documents

The following documents will be made available for reference and examination at the site inspection:

A conformed copy of "General Cleaning at the Lincoln Tunnel"

Contract Number # 460006395

13. Attached Documents

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached.

Please note:

a) that the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority;

b) There is no guarantee that these wages will be the same at the commencement of the new Contract; and

If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under Contract #4600006395 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached current payroll list.

14. 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.

15. Aid to Bidders

As an aid to Bidder's in determining the appropriate amount and of materials required in the performance of the Work, the Port Authority makes available the following historical data on approximate annual usage. The Port Authority makes no guarantee, representation or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of material required to be furnished under the Contract and, in addition, shall not be responsible for any conclusions to be drawn there from. The Port Authority is hereby providing the following estimates:

ITEM	CASES PER YEAR	COUNT PER CASE
Plastic Trash Bags Small	200	250
Plastic Trash Bags Large	500	150
Seat Covers	350	20 Pack
Hand Soap	500	10-1 Liter
Toilet Tissue	200	12
Paper Towels	1000	12

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 material required to be furnished under the Contract, and in addition, shall not be responsible for the conclusions to be drawn therefrom. The Bidder/Contractor should carefully examine and study the entire contents of this Contract and shall make its own determinations as to the materials to be supplied and all other things required to be done by the Contractor. The inclusion of the foregoing information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder/Contractor, by submitting its Bid hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Authority liable or responsible therefor.

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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 to 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.The Contractor further agrees to assume and perform all other duties and obligations imposed upon it by this Contract.

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

2. Duration

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

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

c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port

Authority will advise the Contractor, in writing, that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. Payment

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

a) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Monthly Lump Sum Price for said services quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract.

b) For each month in which Snow Removal Services required by this Contract are performed by the Contractor hereunder, the applicable unit price per hour quoted by the Bidder in the Pricing Sheet as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended in the month for Snow Removal Services.

c) For each month in which Snow Removal Supervision Services required by this Contract are performed by the Contractor hereunder, the applicable unit price per hour for such services quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended in the month for Snow Removal Supervision Services

d) For each month in which Extraordinary Cleaning Services required by this Contract are performed by the Contractor hereunder, the applicable unit per hour for Cleaner Services/Policing quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amounts may be adjusted pursuant to the provisions of this Contract, times the actual number of hours of Extraordinary Cleaning Services performed in the month by the Contractor..

Payment will be made monthly 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 of monies due for Extra Work.

ii) Within fifteen (15) calendar days of its receipt of the Contractor's invoice, the Port Authority will pay to the Contractor an initial payment equal to eighty-five percent (85%) of the face value of such invoice. Payment to the Contractor of any amounts due in excess of the aforesaid initial payment will be made by the Port Authority within thirty (30) calendar days following its receipt of the invoice.

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

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

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

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

however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Price Adjustment

All Contract prices submitted by the Contractor and agreed to by The Port Authority, shall be fixed and applicable to the three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in PART III, section 2, 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 year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2014 and June 2015. The amounts payable to the Contractor in the final year of the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for June 2015 and the denominator of which is the Price Index for June 2014. The resulting product shall be the amounts payable to the Contractor in the first Option Period.

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

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of June 2016 and June 2017. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for June 2017 and the denominator of which is the Price Index for June 2016. The resulting product shall be the amounts payable to the Contractor in the third Option Period.

In the event the amounts payable to the Contractor as set forth on the Contractor's 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 thereto for 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 Routine or Periodic Cleaning or any other item of the work set forth in the Exhibits of the Specifications at the frequencies therein stated or fails to perform any Snow Removal or any item of Extraordinary Cleaning Services required by the Manager, then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred percent (200%) of the Unit Price quoted by the Bidder in the Pricing Sheet for "Extraordinary Cleaning Services - Cleaner Services/Policing", "Snow Removal Staff" and "Snow Removal Supervisor", as applicable for the applicable service and year multiplied by the number of hours, square feet etc. of such services not satisfactorily performed as required during said month. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he/she shall consider generally accepted industry standards where such are available.

2. 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 Lead Cleaner or Cleaner 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 provided and/or operable.

3. If the Lead Cleaner hereunder fails to respond to a call within the required fifteen (15) minute response time, then the monthly installment payable hereunder, shall be reduced by $25.00 for the initial failure to respond within the required fifteen (15) minute response time and for each hourly period thereafter in which the Lead Cleaner fails to respond.

4. If any Employee fails to wear the proper uniform and ID badge after expiration of the five (5) day grace period, then the monthly installment payable hereunder shall be reduced by $25.00 for each day, per Employee, for which the Employee is not properly attired.

5. If the Contractor fails to provide the Manager a written work schedule covering the first three (3) months of the Contract within ten (10) days of the Contract commencement and each subsequent three (3) month schedule within twenty (20) days prior to the commencement of each three (3) month period, then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the schedule is past due.

6. If the Contractor fails to have a Lead Cleaner or Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder shall be reduced by $40.00 per hour for each hour the Contractor fails to have a Lead Cleaner or Cleaner on duty during the specified hours hereunder.

7. In the Contractor fails to provide the information, every six (6) 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.

8. 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.

9. If the Contractor fails to provide the "Contractor's Safety Program" within thirty (30) days after award of Contract, then the monthly installment payable hereunder shall be reduced by $50.00 for each day the "Contractor's Safety Plan" is not provided.

10. If the Contractor fails to provide or maintain in working order condition, any vehicle required under this Contract as set forth in "Contractor's Vehicles-Parking- Licenses", then the monthly installment payable hereunder shall be reduced by $50.00 for each day and for each vehicle that is not provided or not in working order condition.

11. If the Contractor fails to provide or maintain in working order condition any mechanical item of cleaning equipment such as vacuums, triple action machines etc. required under this Contract as set forth in "Specific Materials, Supplies and Equipment Requirements", then the monthly installment payable hereunder shall be reduced by $50.00 for each day and for each item of equipment that is not provided or not in working order condition.

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

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

6. Insurance

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

A. **Commercial General Liability Insurance:**
$5,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any railroad exclusion.

B. **Commercial Automobile Liability Insurance:**
$2,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage.

C. **Workers' Compensation Insurance and Employers' Liability Insurance**
The Contractor and Subcontractor shall procure and maintain, at their own expense a policy of workers' compensation insurance as required by law where the work will take place and employers' liability insurance with limits of not less than $1,000,000 per accident. And **where applicable**, the Contractor and/or the Subcontractor shall also include one or more endorsements to cover for (i) Federal Employer's Liability Act (work near railroad), (ii) Longshore and Harbor Workers' Compensation Ace (work on or around navigable waters), (iii) Maritime Coverage (for masters or member of the crews of vessels).

Compensation for such Workers' Compensation Insurance and Employers' Liability Insurance shall be in accordance with the clause of the Form of Contract entitled "Net Cost".

In addition, the policy(ies) shall include the Port Authority of New York and New Jersey and its related entities as additional insureds, and the policy (ies) and its certificate must be specifically endorsed to 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, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than those forming part of the standard, basic, unamended, and unendorsed Commercial General Liability Policy. The liability policies shall be endorsed to state that the insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

All the aforesaid policies of liability insurance shall also contain an endorsement deleting any exclusion for severability of interests so that the policy or policies will provide that the protections afforded the Contractor thereunder with respect to any claim or action against the Contractor by a third person shall pertain and apply with like effect with

respect to a claim or action against the Contractor by the Port Authority and that said protections shall also pertain or apply with respect to any claim or action against the Port Authority by the Contractor, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

Within five (5) days after the acceptance of its Proposal, the Contractor shall deliver to the General Manager, Risk Financing, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), certificate of insurance evidencing the above insurance and endorsements, **stating the Contract number and title** and containing a separate express statement of compliance with each of the requirements above set forth in this Section. Upon the request of the General Manager, Risk Financing, the Contractor shall meet with the General Manager, Risk Financing and furnish for the Port Authority's inspection either the policies themselves or a certified copy of each policy and, if further requested, the provisions for establishing premiums. The Port Authority will not require that the Contractor leave this information with the Port Authority. The Contractor shall retain all documents and copies thereof.

The requirements of this Section are for the greater assurance of the Port Authority that the Contractor will be financially able to discharge its obligations under the Section hereof entitled "Risks Assumed by the Contractor" and shall not in any way be construed as a limitation on the nature or extent of such obligations. If at any time the above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then if the General Manager, Risk Financing shall so direct, the Contractor shall suspend performance of this Contract. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not so suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Authority. **[CITS # 4084N]**

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 thirty (30) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Contractor's Pricing Sheet for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the

provisions of this Contract). If there is no unit price per square foot for the service which is increased or decreased, the hourly rate for Extraordinary Cleaner Services will be used, multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he/she shall consider generally accepted industry standards where such are available.

Should any such change in areas or frequencies result in a reduction in payments greater than fifty percent (50%) of the Estimated Total Contract Price as set forth by the Bidder in the Contractor's Pricing Sheet, the Contractor shall have the option to terminate this Agreement upon at least thirty (30) days prior written notice to the Director. No increase in areas or frequencies implemented pursuant to this numbered clause shall be considered Extra Work as defined in the clause of this section entitled "Extra Work".

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 Manager may require, executed, acknowledged and delivered, assuring to the Manager 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.

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

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

1. SIGNATURE SHEET 2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
3. PRICING SHEET(S) 4
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5. CALCULATION OF HOURLY RATE FORM 9

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

1. SIGNATURE SHEET

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

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

Bidding Entity United Services, Inc.
Bidder's Address 462 Forest St.
City, State, Zip Kearny NJ 07032
Telephone No. 201-955-1300 FAX 201-955-3735
Email USINOW@AOL.COM EIN# Ex. 1/4

SIGNATURE Raymond Pardo Date 9/11/12
Print Name and Title Raymond Pardo - President

ACKNOWLEDGEMENT:

STATE OF: New Jersey
COUNTY OF: Hudson

On this 11th day of September 2012, personally came before me, Raymond Pardo, 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.

JAN R. KWAPNIEWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/22/2014

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): 4/30/10 (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)
Raymond Pardo	President	Ex. 1
Anmeris Pardo	Chairwoman	

3. PRICING SHEET(S)

Entry of Prices

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

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

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

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

e. In the event that a Bidder quotes an amount in the Estimated Year One, Two or Three column but omits to quote a Unit Price (Price per Hour) for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Year One Price, to the Estimated Year Two and Year Three Prices

4. **PRICING SHEETS**

YEAR ONE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH		YEAR ONE PRICE
Monthly Lump Sum Rate	12 X	$22,657.70	=	$271,892.40

SNOW REMOVAL	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR		ESTIMATED YEAR ONE PRICE
Snow Removal Staff	1,500	$20.95	X =	$31,425.00
Snow Removal Supervisor	250	$28.16	X =	$7,040.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR		ESTIMATED YEAR ONE PRICE
Cleaner Services/Inspection	100	$20.95	X =	$2,095.00

(A) Estimated Annual Contract Price – Year One $312,452.40
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH		YEAR TWO PRICE
Monthly Lump Sum Rate	12 X	$23,143.21	=	$277,718.52

SNOW REMOVAL	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR		ESTIMATED YEAR TWO PRICE
Snow Removal Staff	1,500	$20.95	X =	$31,425.00
Snow Removal Supervisor	250	$28.16	X =	$ 7,040.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR		ESTIMATED YEAR TWO PRICE
Cleaner Services/Inspection	100	$20.95	X =	$2,095.00

(B) Estimated Annual Contract Price – Year Two $318,278.52
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH		YEAR THREE PRICE
Monthly Lump Sum Rate	12 X	$23615.17	=$	283,382.04

SNOW REMOVAL	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR		ESTIMATED YEAR THREE PRICE
Snow Removal Staff	1,500	$20.95	X =$	31,425.00
Snow Removal Supervisor	250	$28.16	X =$	7,040.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR		ESTIMATED YEAR THREE PRICE
Cleaner Services/Inspection	100	$20.95	X =$	2,095.00

(C) Estimated Annual Contract Price – Year Three $323,942.04
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

PRICE SUMMARY

A) ESTIMATED ANNUAL CONTRACT PRICE – YEAR ONE $312,452.40

B) ESTIMATED ANNUAL CONTRACT PRICE – YEAR TWO $318,278.52

C) ESTIMATED ANNUAL CONTRACT PRICE – YEAR THREE $323,942.04

D) TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:

$954,672.96

(Sum of Items A + B + C = D)

5. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

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

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

BIDDER NAME: United Services Inc BID NUMBER 3050 B

YEAR ONE

LEAD CLEANER
MINIMUM HOURLY WAGE: $16.93
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 16.93
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .49	6
VACATION ALLOWANCE	$ .41	5
SICK TIME ALLOWANCE	$ .24	3
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.33 sub total 1, 2 & 3

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

F.I.C.A.	$ 1.05
N.Y.S.U.I./ N.J.S.U.I.	$ .86
F.U.I.	$ .03
WORKERS' COMPENSATION	$ 1.04
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .15
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$
SUPPLIES	$ 2.54
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 28.95

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

BIDDER NAME: United Services, Inc. BID NUMBER 30508

YEAR TWO

LEAD CLEANER
MINIMUM HOURLY WAGE: $17.40
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 17.40
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

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

HOLIDAY ALLOWANCE	$ .50	6
VACATION ALLOWANCE	$ .42	5
SICK TIME ALLOWANCE	$ .25	3
PENSION	$	
WELFARE	$ –	
OTHER SUPPLEMENTAL BENEFITS	$ –	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 20.83 sub total 1, 2 & 3

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

F.I.C.A.	$ 1.08
N.Y.S.U.I./ N.J.S.U.I.	$ 1.03
F.U.I.	$ .03
WORKERS' COMPENSATION	$ 1.07
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .16
OTHER TAXES AND INSURANCE	$ –
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$
SUPPLIES	$ 2.61
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.cc

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 29.76

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

BIDDER NAME: United Services Inc BID NUMBER 30508

YEAR THREE

LEAD CLEANER
MINIMUM HOURLY WAGE: $17.87
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 17.87
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .50	6
VACATION ALLOWANCE	$ .43	5
SICK TIME ALLOWANCE	$ .25	3
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 21.30 sub total 1, 2 & 3

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

F.I.C.A.	$ 1.11
N.Y.S.U.I./ N.J.S.U.I.	$ 1.06
F.U.I.	$ .03
WORKERS' COMPENSATION	$ 1.10
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .16
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$
SUPPLIES	$ 2.68
RELIEF	$ -
ROLL CALL	$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 30.39

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

BIDDER NAME: United Services, Inc. BID NUMBER 30508

YEAR ONE

CLEANER
MINIMUM HOURLY WAGE: $12.09
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.09
NUMBER OF EMPLOYEES 4.5

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .35	6
VACATION ALLOWANCE	$ .30	5
SICK TIME ALLOWANCE	$ .19	3
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 15.19 sub total 1, 2 & 3

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

F.I.C.A.	$ .75
N.Y.S.U.I./ N.J.S.U.I.	$ .72
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .74
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .11
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$
SUPPLIES	$ 1.81
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ .98

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 22.28

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

BIDDER NAME: United Services Inc. BID NUMBER 30508

YEAR TWO

CLEANER
MINIMUM HOURLY WAGE: $12.42
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.42
NUMBER OF EMPLOYEES 4.5

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .36	6
VACATION ALLOWANCE	$ .30	5
SICK TIME ALLOWANCE	$ .18	3
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 15.52	sub total 1, 2 & 3

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

F.I.C.A.	$ .77
N.Y.S.U.I./ N.J.S.U.I.	$ .74
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .77
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .11
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$ 1.86
SUPPLIES	$ -
RELIEF	$ -
ROLL CALL	$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 22.75

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

BIDDER NAME: United Services, Inc. BID NUMBER 30508

YEAR THREE

CLEANER
MINIMUM HOURLY WAGE: $12.76
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.76
NUMBER OF EMPLOYEES 4.5

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .35	6
VACATION ALLOWANCE	$ .30	5
SICK TIME ALLOWANCE	$ .19	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	
SPECIFY _____		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 15.86 sub total 1, 2 & 3

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

F.I.C.A.	$ .79
N.Y.S.U.I./ N.J.S.U.I.	$ .76
F.U.I.	$ .03
WORKERS' COMPENSATION	$ .79
GENERAL LIABILITY INSURANCE	$ .14
DISABILITY INSURANCE	$ .11
OTHER TAXES AND INSURANCE	$ —
SPECIFY _____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.38
UNIFORMS	$ .13
EQUIPMENT	$ .18
MATERIALS	$
SUPPLIES	$ 1.91
RELIEF	$ —
ROLL CALL	$ —
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .12
SPECIFY Communications	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.00

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 23.20

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

PART V – SPECIFICATIONS

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PART V – SPECIFICATIONS

1. **Specific Definitions**

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

"Facility" shall mean the Lincoln Tunnel, between Weehawken NJ and New York City NY.

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.

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.

The term "Manager" shall mean the Manager of the Lincoln Tunnel or their designated representative.

2. **Work Required by the Specifications**

These Specifications relate generally to the performance of general cleaning services and limited snow removal services at the Facility.

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

3. **Wages, Health and Supplemental Benefits**

A. Definitions:

1) "Employee" shall mean any individual employed by the Contractor or its subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of administrative personnel performing such duties exclusively.

2) "Full Time Employee" (F.T.E.) shall mean any individual or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will

not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.

7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.

8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.

9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.

12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract and each successive twelve (12) month period thereafter or such portion of a twelve (12)

month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

C. Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

	YEAR ONE	YEAR TWO	YEAR THREE
Lead Cleaner	$16.93 (per hour)	$17.40 (per hour)	$12.76 (per hour)
Cleaner	$12.09 (per hour)	$17.40 (per hour)	$17.87 (per hour)

D. Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.
2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
    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 Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all subcontractors through one of the following, with no employee contribution to health coverage premiums:

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

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

   iii. The Contractor's and subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.

2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.

3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount

which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its subcontractors can obtain employees for the amounts herein before described.

H. Contractors (and its subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its subcontractor) based upon the Contractor's (or subcontractors') payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

K. In the event that an audit of the Contractor's (or subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority), the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the subcontractor's Employees similarly affected or shall have the subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the affected Employees of the subject Contractor or subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the

affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

4. Routine and Periodic Cleaning

Exhibit A, 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. Periodic work shall be performed Monday through Friday, exclusive of holidays, 10:00 p.m. to 6:30 a.m. or other hours designated by the Manager.

5. Staffing Requirements

The Contractor shall provide for the performance of the work one (1) lead cleaner and four (4) cleaners, Monday through Friday, 10:00 p.m. to 6:30 a.m. exclusive of holidays. Such lead cleaner and cleaners shall perform both thorough and periodic work except for roadway degreasing which shall be performed by additional staff.

On weekends and holidays the Contractor shall provide two (2) cleaners from 7:00 a.m. to 3:30 p.m. to provide inspection services.

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 its obligations to perform such Work at the frequencies set forth in these Specifications and Exhibit A.

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:

2 x yr. - Items marked "2 x yr." shall be cleaned two (2) times each year, but the Contractor shall allow at least 150 calendar days but no more than 160 calendar days to elapse between cleanings.

3 x wk. – Items marked "3 x wk." shall be cleaned three (3) times each calendar week, Monday, Wednesday and Friday, excluding holidays.

4 x yr. - Items marked "4 x yr." shall be cleaned four (4) times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

6 x yr. - Items marked "6 x yr." shall be cleaned six (6) times each year, but the Contractor shall allow at least 50 calendar days but no more than 60 calendar days to elapse between cleanings.

12 x yr. - 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 yr. – Items marked "26 x yr." shall be cleaned every two (2) weeks except for that week when other services are to be performed on that item. The Contractor will allow at least eight (8) calendar days but no more than 14 calendar days to elapse between cleanings.

52 x yr. - Items marked "52 x yr." shall be cleaned once a week, but the Contractor shall allow at least four (4) calendar days but no more than seven (7) calendar days to elapse between cleanings.

6. Management and Supervision

The Contractor shall designate and have available at all times, a Representative who shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from Management Personnel at the Facility, regarding the performance of the work specified in the Contract and to participate in job inspection tours of the premises. The Representative shall be provided by the Contractor with a cell phone and shall respond to the facility within two (2) hours of notification. All costs associated with the Representative shall be included in the hourly rate for the cleaner.

Primary residence telephone numbers and alternate phone numbers shall be made available to Management Personnel for all designated executive personnel employed by the Contractor for use in emergency notifications and shall be updated as necessary.

7. Personnel Requirements

In addition to the Personnel Standard requirements set forth in the Standard Contract Terms and Conditions, any employee of the Contractor operating a motor vehicle must have the appropriate valid driver's license.

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, maintain written documentation of such training, and provide copies of training completion certificates to the Manager. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

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

The Contractor shall supply to the Port Authority a roster for each shift, indicating Employee Name, Hours Worked and Tasks/Area Assigned.

8. Specific Materials, Supplies and Equipment Requirements

A. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, soaps, sanitizers, degreasers, deodorizers, paper products, strippers, stripping pads, floor finishes, buffing pads, brushes, brooms, mops, buckets, squeegees, dust cloths, plastic bags, polishes, sponges, paper picks, and electrical extension cords.

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 Contractor shall provide one Nextel cellular phone for each shift to both the Lead Cleaner on his/her shift and a Cleaner as selected by the Manager on other shifts.

The Contractor shall supply the following at a minimum:

Two (2) fifty five gallon wet/dry vacuums
Four (4) commercial silent vacuums
Two (2) side by side buffing machines.
Two (2) Tennant floor scrubbers or Port Authority approved equal.
Four (4) maid carts
Four (4) Bissell hand sweepers
Two (2) Gravely Power brooms or Port Authority approved equal

For snow removal, in addition to the equipment listed herein in the paragraph entitled "Inclement Weather Requirements - Snow Removal" the Contractor shall have: Four (4) John Deere 1128DD Snow Blowers or Port Authority approved equal.

B. Furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, urinal screens and de-odorizer blocks, sanitary napkins and tampons, sanitary napkin disposal bags, air fresheners, toilet seat covers, and shower curtains which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order. The Contractor shall also replace, when needed, shower curtains in the locker rooms.

D. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Authority.

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

E. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, floor scrubbers and polishers (commonly known as single action floor machines), battery operated triple action machines, automatic floor scrubbers (commonly known as scrubber vacs), snow shovels, wet/dry vacuum, machine sweepers, a minimum of one (1) gasoline powered vacuum machine (walk behind) and ladders.

F. The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor and the Contractor shall ensure that his inventories meet the levels so established.

G. The Authority will furnish, at no charge to the Contractor, sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work.

H. The specifications for Roll paper Towels and Toilet Tissue are as follows:

1. 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 0z./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 is deemed necessary to assure that supplies and services conform to prescribed requirements.

2. Toilet tissue shall be single ply, white, unglazed, soft, strong, and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fibers. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of 83% recycled content of which a minimum of 34% shall be post consumer.

   Physical Requirements of Roll Toilet Tissue:

a) Basis Weight (Minimum)	10.5
b) Tensile Strength-Dry machine direction (minimum)	02./inch
c) Absorbency (maximum)	25 seconds
d) Brightness (minimum)	78%

   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.

   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, brand name/number.

I. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

9. Approval of Equipment, Materials and Supplies

Only equipment, materials and supplies approved in advance by the Manager shall be used by the Contractor in performing the Work required hereunder. The 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.

10. Specific Employee Uniform Requirements for Contractor's Personnel

The Contractor shall cause its Employees to change to freshly cleaned uniforms at least twice a week and the Contractor shall 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 shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as to cover any part of the uniform. The Contractor shall make available and supply parka coats with hoods and gloves to any of its Employees required to perform any function outdoors relating to this Contract during the months of November through April during each year of this Contract. Foul weather gear for seven (7) Employees must be stocked at the Facility year round. Space will be made available to the Contractor for this purpose.

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. Any Employee assigned to perform work after the five (5) day grace period has expired must be properly attired within five (5) days of being assigned to the work site.

The Manager shall have the right to require removal of any Employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Work or to furnish any required number of Employees at a specific location at the Site of the Work as specified.

11. Breakdown, Malfunction or Damage

Immediately upon the Contractor's discovery of any damage or signs of disrepair to, mechanical breakdown or malfunction of, or cracks or breaks in any item to be cleaned hereunder, it 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.

12. Contractor's Vehicles – Parking - Licenses

The Contractor will be required to provide one (1) Ford F-150 or Port Authority approved equal six passenger pick up with 1,500 pound capacity with hydraulic lift gate and one (1) back up truck. The Contractor will be required to supply an amber dome flashing light for the top of the van. The truck is to be used for degreasing operations, and as a backup truck. All vehicles provided must have proper lights, proper lettering, be registered, pass state inspection and have no obvious physical damage. These vehicles shall be for exclusive use at the Facility under this contract.

For the degreasing operation at all toll lanes, as specified in Exhibit A , the Contractor shall provide all equipment, materials and supplies to perform this function, as well as backup vehicle described in Operating & Maintenance Standard 20, "Roadway Work Area Protection," in Attachment "A".

The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facility or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all

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

The Port Authority shall permit the Contractor during the effective period of this Contract to park these motor vehicles used by it exclusively during its tour of duty and in its operations hereunder on such locations as may from time to time or at any time designated by the Manager. There will be two (2) vehicle spaces available for the parking of the Contractor's vehicles after tour duties.

13. Site Specific Recycling and Trash Removal

A. All garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the performance of Contractor's Services hereunder shall be placed in a dumpster to be provided by the Authority, at a location at the Site of the Work to be designated by the Authority, for collection and removal by others. No such garbage, debris or waste material shall be thrown, discharged or disposed of into or upon any land area or waterway surrounding or bounding the Facility.

B. The Port Authority has a source separation recycling program in effect. The Contractor shall 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.

14. 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 (3) month period of the Contract, which report shall include the Work scheduled by the Contractor to be accomplished during said three (3) month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three (3) months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three (3) month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager.

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

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

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

15. 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, foul weather gear, 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 Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Port Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

16. Inclement Weather Requirements – Snow Removal

When and as directed by the Manager, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of the Site of the Work as the Manager may designate and he/she shall keep such area free from further accumulations. Exterior areas shall include, but shall not be limited to, sidewalks, including, but not limited to the New Jersey and New York sides of the Lincoln Tunnel, building entrances, and pedestrian crosswalks. Exterior areas will not include snow removal from actual roadways.

At the request of the Manager, the Contractor shall deposit snow, which is so removed, 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 and a Supervisor for such personnel, as are deemed necessary by the Manager for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the unit price per hour as set forth in the Pricing Sheets for "Snow Removal". All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. All areas will be cleared of snow within four (4) hours of snowfall. The Manager shall notify the Contractor when its services for snow removal are no longer needed. No employee assigned to snow removal shall work in excess of sixteen (16) hours.

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

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

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

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.

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.

17. Safety Provisions

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 Site of 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 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 its 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.

18. 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 Contractor in the attached Pricing Sheets for "Extraordinary Cleaning Services. Cleaner Services" This unit price per hour shall be deemed all-inclusive of all costs necessary to perform the Work. "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 work is payable.

EXHIBIT A

SCOPE OF WORK

The following Work, in the specified areas, shall be performed by the Contractor under this Contract. Square footages for individual areas listed are approximate:

ROUTINE CLEANING

All areas to be cleaned to the satisfaction of the Manager.

Schedule: Monday through Friday, exclusive of holidays, 10:00 p.m. to 6:30 a.m.

Duties:

Offices and Associated and Miscellaneous Areas:

Thorough cleaning of offices shall consist of the following: Vacuum all carpeted floors as necessary, sweep all non-carpeted floors with a treated mop or cloth and damp mop as necessary ,empty, damp wipe and reline all wastebaskets and recycling bins and dispose of in appropriate area. Dust and vacuum as necessary, all file cabinets, partitions, office equipment, office furniture, ledges, sills, picture frames and tables. Spot wash, as necessary, all furniture fixtures, walls and partitions and wash and clean all refrigerators as necessary. Vacuum all sofas and chairs as necessary. Wash and sanitize exterior of water coolers, empty and clean drip trays, dust walls, ceilings and windowsills as necessary. Clean and sanitize all telephone units. All louver vents and ducts are to be kept free of dust and dirt. Spot clean smears and fingerprints of all glass as needed. Report any defective lamps and bulbs and spot re-lamp as necessary.

Lavatories and Locker Rooms:

The thorough cleaning of lavatories and locker rooms shall consist of the following: refilling all soap, towel, tissue, sanitary napkin, air freshener and toilet seat cover dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the spot washing and sanitizing of all wall surfaces daily. The cleaning of all mirrors, partitions, doors and wainscoting, and the mopping and rinsing of all floor areas daily. A solution of detergent-sanitizer-odor counteractant material shall be used for all cleaning and mopping operations. Report any defective lamps and bulbs and spot relamp as necessary.

Lobbies, Corridors and Stairwells:

Thorough cleaning of corridors, lobbies and stairwells consists of sweeping with a treated mop or cloth and damp mopping all floor and stair surfaces as necessary and the vacuuming of all carpeted areas as necessary. Dust and damp wipe handrails, spot-wash door and wall surfaces, dust wall ledges and wash and rinse all glass in entranceway and lobby as necessary. All lobby glass (interior and exterior) is to be washed and rinsed as necessary. Spot clean smears and fingerprints of all glass surfaces as necessary. Report any defective lamps and bulbs and spot relamp as necessary.

Cafeteria Dining Room:

Thorough cleaning of the cafeteria dining room shall consist of the following: daily floor cleaning, the pressure washing of floor mats as necessary, the dusting of all ledges as necessary, the emptying of the recycling containers and the removal of the contents to a location set by the Port Authority daily, the cleaning of the exterior and interior of the microwave daily, the cleaning and sanitizing of all tables and chairs daily, the spot cleaning of all walls as necessary, splash guards and panels, the spot wiping of the lobby vending machines as necessary, the spot wiping of doors as necessary, the daily cleaning of all counter tops, , the daily wiping and weekly cleaning of the shelving under the counters, the exterior cleaning of all appliances except slicing machines, the weekly cleaning of the back of the oven. Wash and rinse all wall surfaces as necessary. The breaking up of all cardboard boxes and their removal to the recycling bin. Report any defective lamps and bulbs and spot relamp as necessary.

Areas to be Thoroughly Cleaned:

LOCATION

NJAB First Floor	Sq. Ft.	Surface
Police Administrative Offices	2,080	Tile/Carpet
Recreation Room	624	Tile
Maintenance Locker Room (Male)	2,380	Tile
Toilet/Shower area (Male)	1,292	Tile
Police Locker Room (Male)	1,225	Tile
TBA Locker Room (Male)	828	Tile
Police (APU, Detention Room, Tour Command, Sgt., Reserve Room)	3,240	Tile/Carpet
FS8 Reserve Room	448	Carpet
ID Badging Office	360	Tile
Computer Room	759	Tile
Main Entrance Vestibule	300	Tile/Carpet

NJAB Second Floor	Sq. Ft.	Surface
Administrative Offices/ Administrative Offices Restrooms	2,448	Carpet/Tile
Maintenance FM Reserve Room/ Maintenance. FM Reserve Room Bathroom	510	Carpet/Tile
Maintenance FM Offices	792	Carpet
Maintenance Managers/Ops Analyst Office	504	Carpet
Toll Locker Room (Female)	1,160	Tile
Toll Locker Room (Female) Shower/Toilet	352	Tile
TMC (includes restrooms and kitchen)	4,140	Tile/Carpet
Female Police Locker	960	Tile
Cafeteria (Serving and Dining Area)	1,750	Carpet/Tile
Cafeteria Locker	182	Tile
TBA Lounge (Female)	270	Tile

NJ Admin Building (Basement)	Sq. Ft.	Surface
Auto Shop Office	100	Tile
Auto Shop Lunch Room	140	Tile
Auto Shop Copy Room	50	Tile
Electrical Shop	882	Cement
Center Maintenance Shop	924	Cement
Carpenters Shop	924	Cement
Maintenance Restrooms	250	Tile
Plumbing Shop	588	Cement
Snow Room	235	Tile
Print Room	340	Cement
Maintenance FM Offices	1,530	Carpet
Maintenance Garage NJ Admin Building	10,000	Cement

NJ Emergency Garage	Sq. Ft.	Surface
Office	45	Carpet
Kitchen Area	60	Tile
2nd Floor Reserve Room	221	Carpet
Restrooms	326	Tile
2nd Floor Hallway	280	Tile

NY Emergency Garage	Sq. Ft.	Surface
Office	192	Tile
Kitchen	182	Tile
Restroom/Locker Room	482	Tile

Toll House	Sq. Ft.	Surface
Tolls Supervisor Office	604	Tile
Tolls Counting Room	456	Tile
Tolls Supervisor Reserve Room	97	Tile
Tolls Lane 23 Entrance Vestibule	200	Tile
Tolls Women's Reserve Room	217	Tile
Women's Restroom	110	Tile
Men's Reserve Room	204	Tile
Men's Restroom	97	Tile
Toll Lane Lavatories Male and Female	40	Tile

Miscellaneous

All corridors	4,500	Tile/Carpet
All stairways	10	Terrazzo
All elevators	2	Tile

19. Weekend and Holiday Inspections:

Inspection is to be performed Saturdays, Sundays and holidays 7:00 a.m. to 3:30 p.m.

Duties:

Inspection of lavatories and locker rooms shall consist of the following: Picking up and removal of all trash and recyclables, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes urinals and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills. Damp mopping as necessary. Sweeping as necessary. The Cleaners shall report to the Manager any lights that are out of service.

Inspection of the corridors, office areas, stairwells, lobbies, vestibules and other areas shall consist of the following: removal of gum and picking up of all trash, litter and cigarette butts, etc. from floors and stairs in all assigned areas. Complete mopping and sanitizing is to be performed and as soon as made necessary by sickness, spillage, leaks, etc. which shall also include the office areas. Sweep or spot vacuum as necessary Trash receptacles are to be emptied, relined and cleaned as necessary. Damp wipe fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls and columns, as necessary. All glass door and glass at floor level shall be spot cleaned.

Inspection of the Cafeteria shall consist of the following: removal of all gum and picking up of all trash and litter from the floor, chairs and tables, wiping table with a sanitizing solution, emptying and relining of all trash and recycling containers and prompt removal of all wet spills. Complete mopping and sanitizing is to be performed whenever, and as soon as made necessary by sickness, spillage, leaks, etc.

Inspection of the exterior shall consist of the following: removal of gum and picking up of all trash, litter and cigarette butts, etc.

Areas to be Policed:

LOCATION

NJSB First Floor	Sq. Ft.	Surface
Police Administrative Offices	2,080	Tile/Carpet
Recreation Room	624	Tile
Maintenance Locker Room (Male)	2,380	Tile
Toilet/Shower area (Male)	1,292	Tile
Police Locker Room (Male)	1,225	Tile
TBA Locker Room (Male)	828	Tile
Police (APU, Detention Room, Tour Command, Sgt., Reserve Room)	3,240	Tile/Carpet
FS8 Reserve Room	448	Carpet

ID Badging Office	360	Tile
Computer Room	759	Tile
Main Entrance Vestibule	300	Tile/Carpet

NJ&B Second Floor	Sq. Ft.	Surface
Administrative Offices/ Administrative Offices Restrooms	2,448	Carpet/Tile
Maintenance FM Reserve Room/ Maintenance. FM Reserve Room Bathroom	510	Carpet/Tile
Maintenance FM Offices	792	Carpet
Maintenance Managers/Ops Analyst Office	504	Carpet
Toll Locker Room (Female)	1,160	Tile
Toll Locker Room (Female) Shower/Toilet	352	Tile
TMC (includes restrooms and kitchen)	4,140	Tile/Carpet
Female Police Locker	960	Tile
Cafeteria (Serving and Dining Area)	1,750	Carpet/Tile
Cafeteria Locker	182	Tile
TBA Lounge (Female)	270	Tile

NJ Admin Building (Basement)	Sq. Ft.	Surface
Auto Shop Office	100	Tile
Auto Shop Lunch Room	140	Tile
Auto Shop Copy Room	50	Tile
Electrical Shop	882	Cement
Center Maintenance Shop	924	Cement
Carpenters Shop	924	Cement
Maintenance Restrooms	250	Tile
Plumbing Shop	588	Cement
Snow Room	235	Tile
Print Room	340	Cement
Maintenance FM Offices	1,530	Carpet

NJ Emergency Garage	Sq. Ft.	Surface
Kitchen Area	60	Tile
2nd Floor Reserve Room	221	Carpet

NY Emergency Garage	Sq. Ft.	Surface
Office	192	Tile
Kitchen	182	Tile
Restroom/Locker Room	482	Tile

Toll House	Sq. Ft.	Surface
Tolls Supervisor Office	604	Tile
Tolls Counting Room	456	Tile
Tolls Supervisor Reserve Room	97	Tile

Toll Lane 23 Entrance Vestibule	200	Tile
Tolls Women's Reserve Room	217	Tile
Women's Restroom	110	Tile
Men's Reserve Room	204	Tile
Men's Restroom	97	Tile
Toll Lane Lavatories Male and Female	40	Tile
Miscellaneous		
All corridors	4,500	Tile/Carpet
All stairways	10	Terrazzo
All elevators	2	Tile

20. Periodic Cleaning

Periodic Cleaning shall be performed between the hours of 10:00 p.m. to 6:30 a.m., Monday through Friday, exclusive of holidays or at other times as designated by the Manager. This work shall be performed by staff other than that used for routine cleaning.

Areas to be serviced under periodic work:

Shampoo and Extract 4 xs Per Year

LOCATION

NJAB First Floor	Sq. Ft.	Surface
Police Administrative Offices	2,080	Tile/Carpet
Police (APU, Detention Room, Tour Command, Sgt., Reserve Room)	3,240	Tile/Carpet
FS8 Reserve Room	448	Carpet
Corridors	820	Carpet

NJAB Second Floor	Sq. Ft.	Surface
Administrative Offices	2,448	Carpet
Maintenance FM Reserve Room	510	Carpet
Maintenance. FM Offices	792	Carpet
Maintenance Managers / Ops Analyst Office	504	Carpet
TMC	4,140	Tile/Carpet
Cafeteria (Serving and Dining Area)	1,750	Carpet

NJ Admin Building (Basement)	Sq. Ft.	Surface
Maintenance FM Offices	1,530	Carpet

NJ Emergency Garage	Sq. Ft.	Surface
2nd Floor Reserve Room	221	Carpet

Machine Sweeping 3 xs Per Year

NJ Locations	Sq. Ft.	Surface
NJ Admin Building Sidewalks	5,533	
Opposite NJB Post 6 along Blvd. East	6,916	Cement
East Ramp both sides Post 6 to Post 12 both sides	2,560	Cement
Both sides of Center Ramp from Post 6 to 12	2,582	Cement
West Wall North Tunnel Exit to Underpass	5,000	Cement
Hoboken Underpass Sidewalks	2,640	Cement
Blvd. East To Plaza North	416	Cement
Post 6 south to Willow St to 19th Street	2,221	Cement

NY Locations	Sq. Ft.	Surface
34th St. Bridge bet. 9th and 10th Ave. both sides	3,420	Cement
37th St Bridge bet. 9th and 10th Ave both sides	2,740	Cement
36th Street between 9th Ave and Express. both sides	4,716	Cement
38th St. Bridge North and South Sides bet. 9th and 10th Ave	7,123	Cement
39th St. bet. 9th and 10th Ave both sides	10,119	Cement
40th Street bet. 9th and 10th Ave	2,045	Cement
10th Ave bet. 39th and 40th Streets both sides	6,330	Cement
39th Street bet. 10th and 11th Ave.	6,922	Cement
11th Ave bet. 39th and 40th Streets	560	Cement
40th Street between Galvin Plaza and 11th Ave	3,641	Cement
Dyer Ave. bet. 34th and 42nd Streets	9,960	Cement
41st Street between 9th and 10th Ave. both sides	800	Cement
Galvin Ave. between 40th and 41st St. both sides	1,648	Cement
Land Building Sidewalks	3,480	Cement
Vent Building Sidewalks	588	Cement
River Building Sidewalks	777	Cement

Sweep Interior Floor Surfaces 2x a Year	Sq. Ft.	Surface
NJ Vent Building 7 floors	35,360	Cement
Center Area	14,000	Cement
South Area 5 floors	13,000	Cement
NY River Building - 5 Floors	22,000	Cement
NY Land Building - 8 Floors	23,200	Cement
NY Vent Building South - 5 Floors	13,000	Cement

Sweep Concrete Stairs 4 xs a Year	Flights
NJ Vent Building	74
NY Land Building	93
NY River Building	72
NY Vent Building	39

Machine Scrub and Rinse 12xs a Year	Sq. Ft.	Surface
Maintenance Garage NJ Admin Building	10,000	Cement

NJ Admin Building	Sq. Ft.	Surface
Sweep 26 xs a Year		
Plumbing Shop	588	Cement
Machine Shop	714	Cement
Center Maintenance Shop	924	Cement
Carpenters Shop	924	Cement
Electrical Shop	882	Cement
Sweep and Remove Debris 52 xs a Year		
West 41st Street to Terminal Ramp + Dyre Ave.	5,860	Cement

NJ Admin Building	Sq. Ft.	Surface
Machine Scrub and Rinse Quarry Tile 6 xs a Year		
First Floor West Entrance	25	Quarry Tile
Cafeteria	375	Quarry Tile
Cafeteria Kitchen	850	Quarry Tile
Elevator	25	Quarry Tile
NJ Emergency Garage - Kitchen Area	40	Quarry Tile

Strip and Refinish Tile 2 xs a Year		
NJAB First Floor	**Sq. Ft.**	**Surface**
Police Administrative Offices	2,080	Tile
Recreation Room	624	Tile
Maintenance Locker Room (Male)	2,380	Tile
Toilet/Shower area (Male)	1,292	Tile
Police Locker Room (Male)	1,225	Tile
TBA Locker Room (Male)	828	Tile
Police (APU, Detention Room, Tour Command, Sgt., Reserve Room)	1,200	Tile
ID Badging Office	360	Tile
Computer Room	759	Tile

NJAB Basement Floor	Sq. Ft.	Surface
NJ Basement Corridor to Tolls	1,800	Tile

NJAB Second Floor	Sq. Ft.	Surface
Administrative Offices Rest Rooms	350	Tile
Maintenance FM Reserve Room Bathroom	150	Tile
Toll Locker Room (Female)	1,160	Tile
Toll Locker Room (Female) Shower/Toilet	352	Tile
TMC	950	Tile
Female Police Locker	960	Tile
Cafeteria (Serving and Dining Area)	250	Tile
Cafeteria Locker	182	Tile
TBA Lounge (Female)	270	Tile
Corridors	1,600	Tile

NJ Emergency Garage	Sq. Ft.	Surface
Kitchen Area	60	Tile
Restrooms	326	Tile
2nd Floor Hallway	280	Tile

NY Emergency Garage	Sq. Ft.	Surface
Office	192	Tile
Kitchen	182	Tile
Restroom/Locker Room	482	Tile

Toll House	Sq. Ft.	Surface
Tolls Supervisor Office	604	Tile
Tolls Counting Room	456	Tile
Toll Supervisor Reserve Room	97	Tile
Toll Lane 23 Entrance Vestibule	200	Tile
Tolls Women's Reserve Room	217	Tile
Women's Restroom	110	Tile
Men's Reserve Room	204	Tile
Men's Restroom	97	Tile

Spray Buff Tile 6 xs a Year

NJAB First Floor	Sq. Ft.	Surface
Police Administrative Offices	2,080	Tile
Recreation Room	624	Tile
Maintenance Locker Room (Male)	2,380	Tile
Toilet/Shower area (Male)	1,292	Tile
Police Locker Room (Male)	1,225	Tile
TBA Locker Room (Male)	828	Tile
Police (APU, Detention Room, Tour Command,	1,200	Tile

Sgt., Reserve Room)

NJAB Second Floor	Sq. Ft.	Surface
Administrative Offices Rest Rooms	350	Tile
Maintenance FM Reserve Room Bathroom	150	Tile
Toll Locker Room (Female)	1,160	Tile
Toll Locker Room (Female) Shower/Toilet	352	Tile
TMC	950	Tile
Female Police Locker	960	Tile
Cafeteria (Serving and Dining Area)	250	Tile
Cafeteria Locker	182	Tile
TBA Lounge (Female)	270	Tile
Corridors	1,600	Tile

NJ Emergency Garage	Sq. Ft.	Surface
Kitchen Area	60	Tile
Restrooms	326	Tile
2nd Floor Hallway	280	Tile

NY Emergency Garage	Sq. Ft.	Surface
Office	192	Tile
Kitchen	182	Tile
Restroom/Locker Room	482	Tile

Toll House	Sq. Ft.	Surface
Tolls Supervisor Office	604	Tile
Tolls Counting Room	456	Tile
Toll Supervisor Reserve Room	97	Tile
Toll Lane 23 Entrance Vestibule	200	Tile
Tolls Women's Reserve Room	217	Tile
Women's Restroom	110	Tile
Men's Reserve Room	204	Tile
Men's Restroom	97	Tile

Cleaning of Window Blinds 2 xs a Year	No. of Blinds
NJ Admin Building	227

Clean and Polish Brass Medallions 2 xs a year	No. of Medallions
	2

Graffiti Removal from Concrete Surfaces 2 xs a Year	**Sq. Ft**
	10,000
Wash and Rinse Exterior Marble and Stone Surfaces 6 xs a year	**Sq. Ft**
	45,000
NJ Admin Building	**Sq. ft**
Clean Exterior of Toll Booths 26Xs a Year	
All Booths	12,144
Wash and Scrub Handrails 12xs a Year	**Sq. Ft**
All Tunnels	10,000
Mop and Rinse Stairwells 12 Xs a Year	**Flights**
NJ Admin Building	10
Wash and Rinse TV Glass Lens 52xs a Year	
All Tunnels	75
Clean TV Monitors 52 Xs a Year	
NJ Admin Building	322
Degrease Toll Lanes 52 Xs a Year	
NJ Toll Plaza	7,000
Wash and Rinse Interior and Exterior Glass Surfaces 2 x s a Year	
NJ Admin Building	19,584

21. Water Cooler Cleaning

Six (6) x Year

All Water Coolers (20) - Frequency of Cleaning:
Procedure: Periodic Internal Cleaning and Sanitizing

a) Internal Cleaning and Sanitizing:
   1) Disconnect electric power to unit.
   2) Remove empty water bottle from cooler.
   3) Drain all water from cooler, (both hot and cold taps as applicable).

Using a clean new sponge and a solution of 1 oz. hypochlorite to 2 gal. Of water, in a clean plastic pail, wipe inside of cooler wall to remove all stains, debris, algae, and other foreign substance.

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

22. Graffiti Removal from Concrete Surfaces

Procedure:

Any solution used by the Contractor for graffiti removal shall meet or exceed all EPA, NJDEP,OHSA or NYDEP standards and be on the Port authority Approved Products List. The solution shall be applied at a minimum of four thousand psi measured at the tip at a minimum rate of 12 gpm. The solution shall be applied to the surface heated by a diesel fired burned rated at 1,000,000 BTU and shall be applied at a minimum temperature of 190 degrees.

23. Toll Lane Degreasing

The Contractor shall prepare a degreasing method for approval by the Manager prior to the commencement of the Contract. Dry degreasing will be considered only if the method will not scarify or abrade the road surface. Wet degreasing will be considered. The Contractor shall supply the name of the chemical to be used, the Material Safety Data Sheet, the degreasing method, and a secondary method to be used during sub freezing temperatures. All liquids generated through wet degreasing must be collected and disposed of through the Facility's treatment system. No run off shall be allowed to enter the storm sewer system. When work is performed Port Authority traffic standards shall be adhered to. This work shall be done fifty two (52) times per year as directed by the Manager.

Operating & Maintenance Standards 20

Revised June, 2010

ROADWAY WORK AREA PROTECTION

I. INTRODUCTION

This standard establishes the typical methods and procedures for Port Authority and Contractor work crews to perform short-term stationary work on Port Authority roadways. (Up to one day's work schedule is considered "short-term stationary" although it may be necessary to re-establish the protection schemes on following days.) **Longer duration work, which may involve the installation of concrete barrier, traffic detours, etc., require special study by the Chief Traffic Engineer's Office, which should be contacted to provide appropriate traffic control plans before the work is started.**

All work should be coordinated with regularly-scheduled lane closures, and should be coordinated with Facility Operations and Police to assure adequate protection of the work area and motorists. The Facility Communications Center must be notified of the location and type of work.

II. SHORT-TERM STATIONARY WORK AREA PROTECTION SCHEMES

Four typical roadway work area protection schemes are illustrated. These schemes will guide work crews in the required procedures for establishing the following protected work areas:

- closure of left lane
- closure of right lane
- closure of center lane (one way roadways only)
- closure of two adjacent lanes (one way roadways only)

III. TRAFFIC CONTROL PLANNING

The following should be considered by the Facility Maintenance Supervisor and/or the Resident Engineer's Office in consultation with Facility Operations prior to the beginning of work:

1. The possibility of fully closing the roadway and providing a detour route, to minimize worker exposure to traffic.
2. Other alternatives, such as doing the work during off-peak periods, or closing additional (adjacent) lanes to provide buffer space for workers.
3. Utilizing a rolling roadblock to hold traffic for brief durations, such as during the setup or removal of traffic control devices, to minimize worker exposure.
4. Other measures, such as tighter cone spacing, utilization of variable message signs, and/or police presence may be used, if there are concerns with sight distance limitations, nighttime visibility, excessive traffic speeds, roadway geometry, etc.
5. For moving operations or for brief duration work, setting up a reduced number of warning signs and other devices can minimize worker exposure to traffic. Police assistance and/or additional back-up trucks should be considered in these situations.
6. For work involving excavations adjacent to active traffic lanes, concrete barrier may be warranted. (Contact the Chief Traffic Engineer's Office.)

IV. USE OF TRAFFIC CONTROL DEVICES

A. General

Traffic control devices shall be properly installed prior to the commencement of construction or maintenance operations, and shall be monitored and properly maintained. The devices shall remain in place as long as work is in progress, and shall be immediately removed thereafter. Where operations are performed in stages, only those devices that apply to the current stage shall be in place. Signs not applicable to the current stage of work shall be removed, covered, or turned so as not to be seen by oncoming traffic. Signs or other traffic control devices shall not be located in such a manner that would mislead or misdirect motorists; obstruct or interfere with motorists' views of approaching, merging, or intersecting traffic; or obstruct existing permanent signs. All traffic control devices must possess retro-reflective properties (i.e. with high intensity grade sheeting) or be illuminated.

B. Trailer Mounted Flashing Arrow

This sign consists of lights displayed in the form of an arrow, or in "Caution Mode". The displayed arrow lights flash to indicate the direction of the required traffic movement when a lane closure occurs. (See work area protection schemes for illustration.)

C. Back-up Truck with Impact Attenuator and Flashing Arrow

Back-up trucks shall have a nominal actual weight of 15,000 lbs. with nominal 24,000 lbs. gross vehicle weight registration, and rear-most wheels situated close to the rear of the truck body. Standard "ICC"-type rear bumpers are not an acceptable substitute for the required rear wheel location. In addition, the truck(s) shall be equipped with:

- standard flashing emergency hazard lights (parking and tail lights).
- sealed-beam rotating yellow warning light, seven to ten feet above the roadway, and located so as to be visually unobstructed by any part of the truck body, load or equipment.
- truck or trailer mounted impact attenuator "TMA" unit, as manufactured by Energy Absorption Systems, Inc., Chicago, Ill, or approved equal. *Units purchased after January 1, 2010 must meet NCHRP 350 test level 3.*
- Flashing arrow: display "Caution Mode" when the back-up truck is preceded by a trailer-mounted flashing arrow. When not preceded by a trailer-mounted flashing arrow, the truck-mounted flashing arrow must display the appropriate arrow direction.

V. RESPONSIBILITIES

1. Facility management staff shall assure that the work crews adhere, as a minimum, to this standard.
2. The Facility may contact the Chief Traffic Engineer's Office to issue a request to the Port Authority Sign Shop to supply the necessary signs when they are not available at the Facility.
3. The Chief Traffic Engineer's Office will design roadway traffic control plans for special conditions and long-term stationary work.
4. If Contractor services are required, the Contractor shall supply and maintain the signs, traffic control devices, barricades, and other equipment as noted in the Contract Documents.

This Standard shows the recommended traffic control devices required, but it is not a substitute for good judgment.

EXHIBIT I

WAGE/BENEFIT STATEMENT
Contract Year June 1, xxxx to May 31, xxxx.

Wage/Benefit Categories	Straight Time / Regular HOURS By Employee Classification				Straight Time / Regular WAGES By Employee Classification			
	Cashier	Clerk	Lot Checker	Supervisor	Cashier	Clerk	Lot Checker	Supervisor
Regular Hours/Wages								
June	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
Total Regular Hours / Wages	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
HOLIDAY/PERSONAL BONUS								
June								
x								
x								
May								
Total								
SICK TIME ALLOWANCE								
June								
x								
x								
May								
Total								
VACATION								
June								
x								
x								
May								
Total								
PENSION								
June								
x								
x								
May								
Total								
HEALTH / WELFARE								
June								
x								
x								
May								
Total								
JURY DUTY/BEREAVEMENT								
June								
x								
x								
May								
Total								
Total Supplemental Benefits								
Total Average Wage / Supplemental Benefits								
Per Contract								
Difference								

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:

- 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

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/1/2013

ADDENDUM # 1

To prospective Bidder(s) on Bid #33793 for GENERAL CLEANING SERVICES AT THE HOLLAND TUNNEL (HT)

Due back on 7/9/2013, no later than 11:00AM

BIDDER'S QUESTIONS AND ANSWERS

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

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

Question #1	Can you provide copies of the current contract pricing sheets?
Answer #1	See attached.

PS11All

Question 2#	Is there a union on this job?
Answer #2	We are not aware of any particular labor organization.
Question #3	What are the differences between staffing of the old contract and this particular bid?
Answer #3	The replacement bid includes a Supervisor.
Question #4	What other differences are there other than staffing between this and current contract?
Answer #4	Some frequencies and areas have changed. Bidders are advised to read the bid document thoroughly and to bid accordingly.
Question #5	Is there a mandated Supervisor's wage?
Answer # 5	No.

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____ / United Services, Inc.

INITIALED: _____

DATE: 7/2/13

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

7/2/2013

ADDENDUM # 2

To prospective Bidder(s) on Bid #33793 for GENERAL CLEANING SERVICES AT THE HOLLAND TUNNEL (HT)

Due back on 7/9/2013, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

Part V, page 28, section entitled "Periodic Work", delete the last sentence in its entirety that reads "Cleaners performing this work shall be assigned to this work only."

Insert "Attachment A" after Part V-Specifications.

I. BIDDER'S QUESTIONS AND ANSWERS

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

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

the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #6	Can you provide Attachment A.
Answer #6	See attached.
Question 7#	Can you provide the CPI for each year of the option period for the current contract?
Answer #7	Year 1 = 3%; Year 2 = 3%, Year 3 = 1.7444%

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

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

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: United Services, Inc.

INITIALED: [signature]

DATE: 7/3/13

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: June 11, 2013

TITLE: GENERAL CLEANING SERVICES AT THE HOLLAND TUNNEL (HT)

BID NO.: 33793

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

BID DUE DATE: July 9, 2013 **TIME: 11:00 AM**

BUYER NAME: SELENE ORTEGA

PHONE NO.: (201) 395-3407
FAX NO.: (201) 395-3425
EMAIL: sortega@panynj.gov

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

United Services, Inc.
(NAME OF BIDDING ENTITY)

462 Forest St.
(ADDRESS)

Kearny NJ 07032
(CITY, STATE AND ZIP CODE)

Raymond Pardo, President 201-955-1300
(REPRESENTATIVE TO CONTACT-NAME & TITLE) (TELEPHONE)

Ex. 1/4 201-955-3736
(FEDERAL TAX I.D. NO.) (FAX NO.)

X BUSINESS CORPORATION ____PARTNERSHIP ____INDIVIDUAL

____ OTHER (SPECIFY): _____

INVITATION FOR BID

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

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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: United Services, Inc Date: 6/18/13

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

1. Packaging

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

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

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

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

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

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

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

2. Business Practices / Operations / Manufacturing

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

____ Recycles materials in the warehouse or other operations

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

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

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

____ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

____ ISO 14000 or adopted some other equivalent environmental management system

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

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

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

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

_____ Name 7/2/13 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**
   General cleaning services and limited snow removal, as more fully described herein.

2. **Location(s) Services Required**
   Holland Tunnel, located in Jersey City, New Jersey, and New York, New York, as more fully described in the definition of "Facility" in the Specifications.

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

4. **Contract Type**
   Monthly Lump Sum and Unit Price Services Contract

5. **Duration of Contract**
   Three (3) years, expiring on or about October 31, 2016

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

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 Available

9. **Facility Inspection**
   The Port Authority will conduct a facility inspection for all parties interested in submitting bids on this Contract, which will commence at 10:00 a.m. on June 25, 2013. All interested parties should meet at the Holland Tunnel, Great Hall, 2nd Floor, 13th & Provost Streets, Jersey City, New Jersey, 07310. All bidders shall contact Mr. Robert Reilly at reilly@panynj.gov or 201.360.5004 between 8 a.m. and 2 p.m. to confirm their attendance and/or receive travel directions.
   Photo ID is required to attend the facility inspection.

10. **Specific Bidder's Prerequisites**
    The Bidder shall be certified by the Port Authority as a NY or NJ Small Business Enterprise (SBE), as defined in the Standard Contract Terms and Conditions in the Janitorial Maintenance Program by the day before the Bid opening date. Further, the Bidder must have been prequalified by the Port Authority to bid on Janitorial Maintenance contracts of up to $800,000 estimated annual contract value and over.

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

11. 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.

12. Available Documents

The following documents will be made available for reference and examination:

A conformed copy of "General Cleaning Services at the Holland Tunnel" Contract #4600006989 with United Services, Inc.

13. Attached Documents

The attached documents are provided for informational purposes only:

Current payroll records of employees assigned to the current contract are attached.

Please note:

a. That the wages provided herein have been furnished by the incumbent Contractor and have not been audited by the Port Authority.
b. There is no guarantee that these wages will be the same at the commencement of the new Contract.

c. If awarded the Contract, the Contractor shall be required to pay its employees at least the same hourly wage rates said employees were paid under Contract #4600006989 or the minimum hourly wages detailed in the "Wages and Supplemental Benefits Clause" included in the Part V, whichever is greater, even if those rates are higher than the rates on the attached active employee list.

14. 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.

15. Aid to Bidders

As an aid to Bidders in determining the appropriate amount of materials required in the performance of the Work, the Port Authority makes available the following historical data on approximate annual usage. The Port Authority makes no guarantee, representation or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of material required to be furnished under the Contract and, in addition, shall not be responsible for any conclusions to be drawn therefrom. The Port Authority is hereby providing the following estimates:

Item	Cases per Year	Count per Case
Hand Soap	84	12
Toilet Tissue	240	12
Paper Towels	240	6

The Bidder/Contractor should carefully examine and study the entire contents of this Contract and shall make its own determinations as to the materials to be supplied and all other things required to be done by the Contractor. The inclusion of the foregoing information by the Port Authority shall not create or be deemed to create any

obligation or liability upon it for any reason whatsoever and each Bidder/Contractor, by submitting its Bid hereunder, hereby expressly agrees that it has not relied upon the foregoing information and shall not hold the Authority liable or responsible therefor.

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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

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

a) For each month in which Routine and Periodic Cleaning Services required by this Contract are performed by the Contractor, the Monthly Lump Sum Price for said services quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract.

b) For each month in which Snow Removal Services required by this Contract are performed by the Contractor hereunder, the applicable unit price per hour quoted by the Bidder in the Pricing Sheet (for the applicable Contract year) as such amount may be adjusted pursuant to the provisions of this Contract, times the number of hours expended in the month for Snow Removal Services.

c) For each month in which Extraordinary Cleaning Services required by this Contract are performed by the Contractor, the unit price per square foot or unit price per hour, as applicable, for such services quoted by the Bidder in the Pricing Sheet (for the applicable 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 Extraordinary Cleaning Services performed in the month by the Contractor.

Payment will be made monthly in accordance with the following:

i. On or after the tenth 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 of monies due 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 Port Authority may be entitled pursuant to the clause hereof entitled "Liquidated Damages."

iv. 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.

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 to 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 three (3) years of the Base Term. For the Option Period(s) that are applicable to this Contract and are exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration/Escalation" or "Duration" in Part III, section 2, 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 year of the Option Period of the Contract, the Price Index shall be determined for the months of May 2015 and May 2016. 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 2016 and the denominator of which is the Price Index for May 2015. The resulting product shall be the amounts payable to the Contractor in the first year of the Option Period.

For the second year of the Option Period of the Contract, the Price Index shall be determined for the months of May 2016 and May 2017. 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 2017 and the denominator of which is the Price Index for May 2016. The resulting product shall be the amounts payable to the Contractor in the second year of the Option Period.

For the third year of the Option Period of the Contract, the Price Index shall be determined for the months of May 2017 and May 2018. The amounts payable to the Contractor in the second Option Period shall be multiplied by a fraction the numerator of which is the Price Index for May 2018 and the denominator of which is the Price Index for May 2017. The resulting product shall be the amounts payable to the Contractor in the third year of the Option Period.

In the event the amounts payable to the Contractor as set forth on the Contractor's 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 percent (200%) of the Unit Price quoted by the Contractor in the Pricing Sheets for the applicable service and year, multiplied by the

number of hours, square feet, etc. of such services not satisfactorily performed as required during said month. Where no specific unit price has been quoted for the type of services not performed, liquidated damages will be computed utilizing the hourly rate for cleaner services/policing then in effect multiplied by the number of hours, which in the opinion of the Manager, are necessary to complete the Work not performed. In making his determination of necessary hours, the Manager shall consider generally accepted industry standards where such are available. The Manager shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he/she shall consider generally accepted industry standards where such are available.

2) 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 Supervisor or Lead Cleaner hereunder, then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day or any part thereof during said month when any such cellular phone is not provided and/or operable.

3) If any Supervisor or Lead Cleaner 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 twenty-five dollars ($25.00) for the initial failure to respond within the required fifteen (15) minute response time and for each hourly period thereafter in which the Supervisor or Lead Cleaner fails to respond.

4) If the Contractor fails to have a Supervisor or Lead Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by forty dollars ($40.00) per hour for each hour the Supervisor or Lead Cleaner is not on duty.

5) If the Contractor fails to provide to the Manager a written work schedule covering the first three (3) months of the Contract within ten (10) days of the Contract commencement and each subsequent three (3) month schedule within twenty (20) days prior to the commencement of each three (3) month period, then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day that the schedule is past due.

6) In the event the Contractor fails to provide the information, as required in the Section hereunder entitled, "Wages, Health and Supplemental Benefits," every six (6) months, then the monthly installment payable hereunder shall be reduced by two hundred dollars ($200.00) for each day the Contractor fails to provide said information.

7) 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 two hundred dollars ($200.00) for each day such certificates are past due.

8) 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 two hundred fifty dollars ($250.00) for each day such documentation is past due.

9) If any Employee fails to wear the proper uniform and ID badge after expiration of the five (5) day grace period, then the monthly installment payable hereunder shall be reduced by twenty-five dollars ($25.00) for each day, per Employee, for which the Employee is not properly attired.

10) If the Contractor fails to provide or maintain in working order condition any vehicle required under this Contract as set forth in "Contractor's Vehicles-Parking- Licenses," then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day and for each vehicle that is not provided or not in working order condition.

11) If the Contractor fails to provide or maintain in working order condition any mechanical item of cleaning equipment such as vacuums, triple action machines, etc. required under this Contract as set forth in "Specific Materials, Supplies and Equipment Requirements," then the monthly installment payable hereunder shall be reduced by fifty dollars ($50.00) for each day and for each item of equipment that is not provided or not in working order condition.

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

a) Commercial General Liability Insurance:

$5,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage. If Work is to be performed on or within 50 feet of railroad property, then the contractual liability coverage shall contain an endorsement deleting any

railroad exclusion.

b) Commercial Automobile Liability Insurance:

$3,000,000 Combined Single Limit per occurrence for Bodily Injury and Property Damage.

c) Workers' Compensation Insurance and Employers' Liability Insurance:

The Contractor and Subcontractor shall procure and maintain, at their own expense a policy of workers' compensation insurance as required by law where the work will take place and employers' liability insurance with limits of not less than $1,000,000 per accident. And **where applicable**, the Contractor and/or the Subcontractor shall also include one or more endorsements to cover for (i) Federal Employer's Liability Act (work near railroad), (ii) Longshore and Harbor Workers' Compensation Act (work on or around navigable waters), (iii) Maritime Coverage (for masters or members of the crews of vessels).

Compensation for such Workers' Compensation Insurance and Employers' Liability Insurance shall be in accordance with the clause of the Form of Contract entitled "Net Cost."

In addition, the policy(ies) shall include the Authority and its wholly owned entities as an additional insured and the policy(ies) and its certificate must be specifically endorsed to 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, Attn: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than those forming part of the standard, basis, unamended, and unendorsed Commercial General Liability Policy. The liability policies shall be endorsed to state that the insurer shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

All the aforesaid policies of liability insurance shall also contain an endorsement deleting any exclusion for severability of interests so that the policy or policies will provide that the protections afforded the Contractor thereunder with respect to any claim or action against the Contractor by a third person shall pertain and apply with like effect with respect to a claim or action against the Contractor by the Port Authority and that said protections shall also pertain or apply with respect to any claim or action against the Port Authority by the Contractor, but such endorsement shall not limit, vary, change or affect the protections afforded the Port Authority thereunder as an additional insured.

Within five (5) days after the acceptance of its Bid, the Contractor shall deliver to the General Manager, Risk Financing, The Port Authority of New York and New Jersey, 225 Park Avenue South, 12th Floor, New York, N.Y. 10003 (Attn: Contract Insurance Review), certificate of insurance evidencing the above insurance and endorsements, **stating the Contract number and title** and containing a separate express statement of compliance with each of the requirements above set forth in this Section. Upon the request of the General Manager, Risk Financing, the Contractor shall meet with the General Manager, Risk Management and furnish for the Port Authority's inspection either the policies themselves or a certified copy of each policy and, if further requested, the provisions for establishing premiums. The Port Authority will not require that the Contractor leave this information with the Port Authority. The Contractor shall retain all documents and copies thereof.

The requirements of this Section are for the greater assurance of the Port Authority that the Contractor will be financially able to discharge its obligations under the Section hereof entitled "Risks Assumed by the Contractor" and shall not in any way be construed as a limitation on the nature or extent of such obligations. If at any time the above liability insurance should be canceled, terminated or modified so that insurance is not in effect as above required, then if the General Manager, Risk Financing shall so direct, the Contractor shall suspend performance of this Contract. If the Contract is so suspended, no extension of time shall be due on account thereof. If the Contract is not so suspended (whether or not because of omission of the General Manager to order suspension), then the Authority may at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Authority. **[CITS # 4235N]**

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 ten (10) days, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas the monthly lump sum payments to be made hereunder shall be adjusted to reflect such additions or deletions in areas or frequencies utilizing the Unit Prices applicable to the Work added, deleted or rescheduled as same are set forth in the Contractor's Pricing Sheet for "Extraordinary Cleaning Services" (as same may be adjusted pursuant to the provisions of this Contract). If there is no unit price for the service which is increased or decreased, the hourly rate for Extraordinary Cleaning Services will be used, multiplied by the number of additional or fewer hours necessitated. The Manager shall have the right to determine the number of hours required to satisfactorily perform the increased or decreased service and he/she shall consider generally accepted industry standards where such are available.

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

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

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

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.

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity United Services, Inc.
Bidder's Address 462 Forest St.
City, State, Zip Kearny NJ 07032
Telephone No. 201-955-1300 FAX 201-955-3735
Email USINDW@AOL.COM EIN# Ex. 1/4

SIGNATURE Raymond Pardo Date 6/18/13
Print Name and Title Raymond Pardo - President

ACKNOWLEDGEMENT:
STATE OF: New Jersey
COUNTY OF: Hudson

On this 18th day of June, 2013 personally came before me, Raymond Pardo, 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.

JAN R. KWAPNIEWSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/22/2014

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) Both (indicate which one and date). 4/20/2010

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)
Raymond Pardo	President	
		Ex. 1
Amneris Pardo	Chairwoman	

3. PRICING SHEET(S)

Entry of Prices

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

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

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

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

e. In the event that a Bidder quotes an amount in the Estimated Year One Price, Estimated Year Two Price or Estimated Year Three Price column but omits to quote a Unit Price (Price per Hour) for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

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

g. The Total Estimated Contract Price shall be obtained by adding the Estimated Year One Price, to the Estimated Year Two and Year Three Prices.

4. PRICING SHEETS

YEAR ONE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR ONE PRICE
Monthly Lump Sum Price	12 X	$24,108.91	=$289,306.08

SNOW REMOVAL	ESTIMATED YEAR ONE HOURS	PRICE PER HOUR	ESTIMATED YEAR ONE PRICE
Snow Removal Staff	500 X	$27.70	=$13,850.00
Snow Removal Lead Cleaner	200 X	$32.33	=$6,466.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE HOURS OR SQUARE FOOTAGE	PRICE PER HOUR OR SQUARE FOOT	ESTIMATED YEAR ONE PRICE
Cleaner Services/Policing	500 hours X	$18.60	=$9,300.00
Thorough Cleaning	500 hours X	$18.60	=$9,300.00
Machine Scrub	1,000 sq. ft. X	$.0124	=$12.40
Strip and Refinish	1,000 sq. ft. X	$.075	=$75.00
Spray Buff	1,000 sq. ft. X	$.0095	=$9.50
Glass, Wash and Rinse	2,000 sq. ft. X	$.046	=$92.00
Power Washing	2,000 sq. ft. X	$.31	=$620.00
Degreasing Toll Lanes	2,000 sq. ft. X	$.31	=$620.00

(A) Estimated Annual Contract Price – Year One $329,650.98
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR TWO

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$24,287.70	=$291,452.40

SNOW REMOVAL	ESTIMATED YEAR TWO HOURS	PRICE PER HOUR	ESTIMATED YEAR TWO PRICE
Snow Removal Staff	500 X	$ 27.70	=$ 13,850.00
Snow Removal Lead Cleaner	200 X	$ 32.33	=$ 6,466.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR TWO HOURS OR SQUARE FOOTAGE	PRICE PER HOUR OR SQUARE FOOT	ESTIMATED YEAR TWO PRICE
Cleaner Services/Inspection	500 hours X	$ 18.77	=$ 9,385.00
Thorough Cleaning	500 hours X	$ 18.77	=$ 9,385.00
Machine Scrub	1,000 sq. ft. X	$ .0124	=$ 12.40
Strip and Refinish	1,000 sq. ft. X	$ .075	=$ 75.00
Spray Buff	1,000 sq. ft. X	$ .0095	=$ 9.50
Glass, Wash and Rinse	2,000 sq. ft. X	$ .046	=$ 92.00
Power Washing	2,000 sq. ft. X	$ .31	=$ 620.00
Degreasing Toll Lanes	2,000 sq. ft. X	$ .31	=$ 620.00

(B) Estimated Annual Contract Price – Year Two $331,967.30
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

YEAR THREE

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH	ESTIMATED YEAR THREE PRICE
Monthly Lump Sum Price	12 X	$24,462.55	=$293,550.00

SNOW REMOVAL	ESTIMATED YEAR THREE HOURS	PRICE PER HOUR	ESTIMATED YEAR THREE PRICE
Snow Removal Staff	500 X	$27.70	=$13,850.00
Snow Removal Lead Cleaner	200 X	$32.33	=$6,466.00

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR THREE HOURS OR SQUARE FOOTAGE	PRICE PER HOUR OR SQUARE FOOT	ESTIMATED YEAR THREE PRICE
Cleaner Services/Inspection	500 hours X	$18.77	=$9,385.00
Thorough Cleaning	500 hours X	$18.77	=$9,385.00
Machine Scrub	1,000 sq. ft. X	$.0124	=$12.40
Strip and Refinish	1,000 sq. ft. X	$.075	=$75.00
Spray Buff	1,000 sq. ft. X	$.0095	=$9.50
Glass, Wash and Rinse	2,000 sq. ft. X	$.046	=$92.00
Power Washing	2,000 sq. ft. X	$.31	=$620.00
Degreasing Toll Lanes	2,000 sq. ft. X	$.31	=$620.00

(C) Estimated Annual Contract Price – Year Three $334,064.90
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

PRICE SUMMARY

A) ESTIMATED ANNUAL CONTRACT PRICE – YEAR ONE $329,650.98

B) ESTIMATED ANNUAL CONTRACT PRICE – YEAR TWO $331,967.30

C) ESTIMATED ANNUAL CONTRACT PRICE – YEAR THREE $334,064.90

D) TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:

$995,683.18

(Sum of Items A + B + C = D)

5. CALCULATION OF HOURLY RATE FORM

INSTRUCTIONS FOR CALCULATION OF AVERAGE HOURLY RATE FORM

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

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

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

BIDDER NAME: United Services Inc BID NUMBER 33793

YEAR ONE

LEAD CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $13.93
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $2.16

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .68	10
VACATION ALLOWANCE	$ .68	10
SICK TIME ALLOWANCE	$ .20	3
PENSION	$ -	
WELFARE	$ -	
OTHER SUPPLEMENTAL BENEFITS	$ -	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $17.65 sub total 1, 2 & 3

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

F.I.C.A.	$ .86
N.Y.S.U.I./ N.J.S.U.I.	$ .87
F.U.I.	$ .13
WORKERS' COMPENSATION	$ .85
GENERAL LIABILITY INSURANCE	$ .25
DISABILITY INSURANCE	$ .20
OTHER TAXES AND INSURANCE	$ -
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.50
UNIFORMS	$ .12
EQUIPMENT	$ .42
MATERIALS	$ -
SUPPLIES	$ 2.12
RELIEF	$ -
ROLL CALL	$ -
OTHER COMPONENTS NOT SPECIFIED ABOVE$	-
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $1.52

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $26.49

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

BIDDER NAME: United Services Inc. BID NUMBER 33793

YEAR TWO

LEAD CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 14.07
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.16

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .69	10
VACATION ALLOWANCE	$ .69	10
SICK TIME ALLOWANCE	$ .21	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 17.82 sub total 1, 2 & 3

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

F.I.C.A.	$ .87
N.Y.S.U.I./ N.J.S.U.I.	$ .88
F.U.I.	$ .13
WORKERS' COMPENSATION	$ .86
GENERAL LIABILITY INSURANCE	$ .25
DISABILITY INSURANCE	$ .20
OTHER TAXES AND INSURANCE	$ —
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.50
UNIFORMS	$ .12
EQUIPMENT	$ .42
MATERIALS	$ —
SUPPLIES	$ 2.12
RELIEF	$ —
ROLL CALL	$ —
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ —
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.52

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 26.69

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

BIDDER NAME: United Services, Inc BID NUMBER 33793

YEAR THREE

LEAD CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1		
AVERAGE HOURLY DIRECT WAGES	$ 14.21	
NUMBER OF EMPLOYEES	1	
ITEM #2		
AVERAGE HEALTH BENEFITS		
HEALTH	$ 2.16	
ITEM #3		
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .70	10
VACATION ALLOWANCE	$ .70	10
SICK TIME ALLOWANCE	$ .21	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 17.98	sub total 1, 2 & 3
ITEM #4		
AVERAGE TAXES AND INSURANCE (ITEM REQUIRED BY LAW)		
F.I.C.A.	$ .88	
N.Y.S.U.I./ N.J.S.U.I.	$ .88	
F.U.I.	$ .13	
WORKERS' COMPENSATION	$ .87	
GENERAL LIABILITY INSURANCE	$ .25	
DISABILITY INSURANCE	$ .21	
OTHER TAXES AND INSURANCE	$ —	
SPECIFY		
ITEM #5		
AVERAGE ADDITIONAL COMPONENTS (IF APPLICABLE)		
VEHICLE/MTCE/FUEL	$ 1.50	
UNIFORMS	$ .12	
EQUIPMENT	$ .42	
MATERIALS	$ —	
SUPPLIES	$ 2.12	
RELIEF	$ —	
ROLL CALL	$ —	
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ —	
SPECIFY		
AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT	$ 1.54	
TOTAL (ITEMS # 1, 2, 3, 4 & 5)	$ 26.90	

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

BIDDER NAME: United Services, Inc BID NUMBER 33793

YEAR ONE

CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.74
NUMBER OF EMPLOYEES 3,44

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .62	10
VACATION ALLOWANCE	$ .62	10
SICK TIME ALLOWANCE	$ .19	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 16.43 — sub total 1, 2 & 3

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

F.I.C.A.	$ .79
N.Y.S.U.I./ N.J.S.U.I.	$ .30
F.U.I.	$ .11
WORKERS' COMPENSATION	$ .78
GENERAL LIABILITY INSURANCE	$ .25
DISABILITY INSURANCE	$ .18
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.50
UNIFORMS	$ .12
EQUIPMENT	$ .42
MATERIALS	$ —
SUPPLIES	$ 2.12
RELIEF	$ —
ROLL CALL	$ —
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ —
SPECIFY	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.33

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 24.83

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

BIDDER NAME: United Services, Inc. BID NUMBER 33793

YEAR TWO

CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.86
NUMBER OF EMPLOYEES 3,44

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .63	10
VACATION ALLOWANCE	$ .163	10
SICK TIME ALLOWANCE	$ .119	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	

SPECIFY _____

SUB TOTAL (ITEMS # 1, 2 & 3) $ 16.57 sub total 1, 2 & 3

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

F.I.C.A.	$ .80
N.Y.S.U.I./ N.J.S.U.I.	$ .81
F.U.I.	$ .12
WORKERS' COMPENSATION	$ .79
GENERAL LIABILITY INSURANCE	$ .25
DISABILITY INSURANCE	$ .19
OTHER TAXES AND INSURANCE	$ —

SPECIFY _____

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.50
UNIFORMS	$ .12
EQUIPMENT	$ .42
MATERIALS	$ —
SUPPLIES	$ 2.12
RELIEF	$ —
ROLL CALL	$ —
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ —

SPECIFY _____

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.32

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 25.01

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

BIDDER NAME: United Services Inc. BID NUMBER 33793

YEAR THREE

CLEANER
MINIMUM HOURLY WAGE: $
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 12.99
NUMBER OF EMPLOYEES 3.44

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 2.26

ITEM #3
AVERAGE SUPPLEMENTAL BENEFITS (ITEMS NOT REQUIRED BY LAW)

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ .64	10
VACATION ALLOWANCE	$ .64	10
SICK TIME ALLOWANCE	$ .19	3
PENSION	$ —	
WELFARE	$ —	
OTHER SUPPLEMENTAL BENEFITS	$ —	
SPECIFY ____		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 16.72 sub total 1, 2 & 3

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

F.I.C.A.	$ .81
N.Y.S.U.I./ N.J.S.U.I.	$ .81
F.U.I.	$ .12
WORKERS' COMPENSATION	$ .80
GENERAL LIABILITY INSURANCE	$ .25
DISABILITY INSURANCE	$ .19
OTHER TAXES AND INSURANCE	$ —
SPECIFY ____	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 1.50
UNIFORMS	$ .12
EQUIPMENT	$ .42
MATERIALS	$ —
SUPPLIES	$ 2.12
RELIEF	$ —
ROLL CALL	$ —
OTHER COMPONENTS NOT SPECIFIED ABOVE$	—
SPECIFY ____	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 1.34

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 25.20

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

PART V – SPECIFICATIONS, TABLE OF CONTENTS

PART V – SPECIFICATIONS, TABLE OF CONTENTS 1

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PART V – SPECIFICATIONS

1. Specific Definitions

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

"Facility" shall mean the Holland Tunnel (HT) located in Jersey City, New Jersey (NJ), and in New York, New York (NY), and any associated areas identified herein.

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.

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 general cleaning and limited snow removal services at the Holland Tunnel.

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. Wages, Health and Supplemental Benefits

A. Definitions:

1) "Employee" shall mean any person, employed by the Contractor or its Subcontractors, to perform any of the Services required under this Contract, excluding those holding the positions of administrative personnel performing such duties exclusively.

2) "Full Time Employee" (F.T.E.) shall mean any individual or Employee who is paid on a straight time hourly basis, working on such a compensation basis for a minimum of thirty (30) hours during a seven (7) day consecutive period continually (including vacation, sick leave, etc.) throughout each Contract Year. Time for which an employee is paid on an overtime or premium time basis shall not be counted in determining the thirty (30) hours requirement. The Port Authority will not reimburse the Contractor for any overtime without the Port Authority's prior written consent.

3) "Straight-time" shall mean the non-overtime hours actually worked by Employees under this Contract and shall include the time an employee spends at roll call, whether or not paid; however, meal periods and relief time shall be excluded, whether or not paid.

4) "Direct Wages" shall mean monetary amounts paid by the Contractor or its subcontractor(s) to its employees for straight time (non-overtime) hours worked, including shift differentials, if any. Employee incentive plan payments are not included as Direct Wages.

5) "Average Hourly Direct Wages" shall be calculated by dividing the sum of the direct hourly Straight-time wages paid to all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

6) "Minimum Hourly Wages" shall mean the levels of fair wages determined by the Port Authority for Employees in each Employee category based on certain benchmarks or other prevailing standards. Employees may not receive Direct Wages lower than the Minimum Hourly Wages stated hereunder.

7) "Health Benefits" shall mean benefits, other than Supplemental Benefits, as hereinafter defined, paid or covered under health insurance plans, to cover the costs of healthcare for Employees and their families.

8) The "Cost of Health Benefits" shall mean the cost to the Contractor (and its Subcontractors) of such benefits that meet the requirements of this Contract for providing health coverage for Employees and their families.

9) "Average Health Benefits" shall be calculated by dividing the sum of the Health Benefits paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

10) "Supplemental Benefits" shall mean benefits, other than Health Benefits, provided to Employees, including, but not limited to: fair and reasonable vacation allowances, sick leave, holiday, jury duty, birthday, welfare, retirement and non-occupational disability benefits, life, accident, or other such types of insurance, but excluding Health Benefits.

11) The "Cost of Supplemental Benefits" shall mean the cost to the Contractor (and its Subcontractors) of all remuneration for employment provided to Employees in any medium other than cash, but including payments which are not Wages within the meaning of this numbered clause.

12) "Average Supplemental Benefits" shall be calculated by dividing the sum of the Supplemental Benefits, which shall exclude Health Benefits, paid or provided for Straight-time hours worked by all Employees in each Employee category by the number of Straight-time hours worked by the Employees in such category.

13) "Contract Year", as used in this Agreement shall mean the twelve (12) month period commencing on the Commencement Date of the Contract

and each successive twelve (12) month period thereafter or such portion of a twelve (12) month period that the Contract is in effect if the Contract should expire or be terminated on other than the last day of such twelve (12) month period.

B. Supplemental Benefits including but not limited to holiday, sick time and vacation time that are accrued in one year but not paid until the following year are not allowed to be included in the computation of benefits until they are paid.

For example: Assume an employee begins working for the Contractor on January 1, 2008. Although the employee accrues 10 vacation days, he/she cannot take them until he/she has worked for the Contractor for one year. The employee finally takes his/her vacation in February 2009. The employee's vacation benefits accrued in 2008 but were never paid. Therefore, the Contractor may not include the employee's vacation benefits in the computation of Supplemental Benefits until it is actually paid. At that time, the vacation time will be credited retroactively and applied in the computation of benefits for the year 2008.

C. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than the Minimum Hourly Wages for each Employee in each category as set forth below and the Average Direct Hourly Wage, as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

Minimum Hourly Wages

	YEAR ONE	YEAR TWO	YEAR THREE
Lead Cleaner	$13.93 (per hour)	$14.07 (per hour)	$14.21 (per hour)
Cleaner	$12.74 (per hour)	$12.86 (per hour)	$12.99 (per hour)

D. The Contractor, in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Health benefits established in the Authority's letter of Proposal Acceptance for each Employee in each category, and the Health benefits shall be subject to the requirements as set forth below.

1) Health Benefits shall be provided to Employees and their families.
2) Health Benefits shall include a health insurance program addressing the following list of recommended acceptable components:
    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 Authority's letter of Proposal acceptance at the inception of the Contract, with an exact numerical (dollar) requirement for Health Benefits.

4) The Contractor shall demonstrate to the satisfaction of the Port Authority that Health Benefits are furnished by the Contractor and all Subcontractors through one of the following, with no employee contribution to health coverage premiums:

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

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

   iii. The Contractor's and Subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees (F.T.E.'s) and their families no later than thirty (30) days from the first date of Employee performance under the Contract.

6) The Contractor shall provide each F.T.E. with written information, i.e. documents relating to each Employee's health care coverage.

7) The Contractor shall provide continued health benefits to F.T.E.'s and their families of the same quality, or better as those approved by the Authority and initially provided under this Contract, throughout the duration of the Contract term.

E. The Contractor in the performance of the Services herein, shall pay or provide (and shall cause any subcontractor to pay or provide) not less than Supplemental benefits established in the Calculation of Average Hourly Rate Form and accepted by the Port Authority for each Employee category, and such Supplemental benefits shall be subject to the requirements as set forth below.

1) Without limiting the foregoing, under no circumstances shall the cost of providing uniforms or footwear, cleaning of uniforms, training and transportation to and from post, or any other items incidental to rendering the Services covered under this Contract, be allowed or included in the Cost of Supplemental Benefits.

2) Any reimbursements to employees for expenses, and payroll taxes, employee incentive plans and any other benefits required by law are not includable in the Cost of Supplemental Benefits.

3) The established numerical value for the Supplemental Benefits, other than Health Benefits, shall be as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority.

F. In the event that the compensation payable under this Contract is subject to adjustment from time to time as provided in the paragraph entitled "Price Adjustment" in the Contract Specific Terms and Conditions, then the Average Direct Hourly Wages and Supplemental Benefits set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, shall be adjusted by multiplying said amounts by the same percentage amount which was used to adjust the compensation payable under this Contract, as the same may have been further adjusted.

G. Nothing contained herein shall be construed to prevent the Contractor or any subcontractor from paying or providing any individual Employee Hourly Direct Wages, Health and Supplemental Benefits higher than the Minimum Hourly Wages, Health and Supplemental Benefits described in this numbered clause. It is understood that the Contractor's obligation to pay or provide the Minimum Hourly Wages as set forth above, the Health Benefits as set forth in the Authority's letter of Proposal Acceptance and the Supplemental Benefits as set forth in the Calculation of Average Hourly Rate Form and accepted by the Port Authority, allows the Contractor to pay or provide some of its Employees hourly Direct Wages, Health Benefits and other Supplemental Benefits that are higher than the minimum and nothing herein shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or its Subcontractors can obtain employees for the amounts herein before described.

H. Contractors (and its Subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid or provided to Employees under this Contract. All Wage and Benefit requirements under this Contract will be strictly enforced. Failure on the part of the Contractor (and its Subcontractors) to comply with any of the requirements under this Contract, including but not limited to the timely submission of payroll certifications and documents related to Health Benefits and Supplemental Benefits provided to Employees may be deemed a substantial breach of this Contract giving rise to the rights and remedies enumerated hereafter in the paragraph entitled "Rights and Remedies of the Port Authority" in the Standard Contract Terms and Conditions, as well as any other rights and remedies the Port Authority would have in the absence of such enumeration and failure to comply with each of these requirements will be taken into consideration prior to award of future contracts with the Port Authority.

I. The Contractor and its Subcontractors shall maintain records in accordance with the requirements set forth in the paragraph entitled "Records and Reports" in the Standard Contract Terms and Conditions.

For records related to Wages, Health and Supplemental Benefits, the Contractor and its Subcontractors are also required to provide such records and books of account in spreadsheet or other electronic format, when requested by Port Authority.

Upon request by the Port Authority, the Contractor (and its Subcontractors) shall have (15) fifteen business days to provide such payroll records and books of account unless the Port Authority indicates, in writing, that such records and books of account may be provided at a later date.

In the event the Contractor or a subcontractor(s) fails to provide the required records, or if the Port Authority determines that the records and books of account provided for audit are incomplete, the Port Authority may, at its sole discretion, estimate wages, health and supplemental benefits and non-overtime hours worked in order to determine whether the Contractor (or its Subcontractors) was in compliance with the Wages, Health and Supplemental Benefits provisions of this Contract.

J. Further, the Contractor shall submit (and shall cause its Subcontractors to submit) to the Port Authority on the fifteenth day of the seventh month following the month in which the Commencement Date of this Contract falls and every six months thereafter, and the month following the month in which the termination date of this Contract falls, a certified statement signed by an executive officer of the Contractor (or its Subcontractor) based upon the Contractor's (or Subcontractor's) payroll records which indicate that the Wage, Health and Supplemental Benefits requirements were met during the six month period ending on the last day of the month preceding the date of submission of the said statement, together with such other detailed information as the Port Authority may request from time to time regarding Wages, Health and Supplemental Benefits paid or provided by the Contractor or its subcontractor to Employees engaged in providing the Contractor's Services under the Contract. Each certified statement shall, at a minimum, contain the level of detail specified in Exhibit I.

K. In the event that an audit of the Contractor's (or Subcontractors) books and records or the aforesaid monthly statements submitted by the Contractor (or Subcontractor) to the Port Authority should disclose that for any Contract Year, either the Contractor or a subcontractor has not paid at least the Minimum Hourly Wages as set forth above, the Average Hourly Direct Wages and the Supplemental Benefits as set forth in the "Calculation of Average Hourly Rate Form" and accepted by the Port Authority, and the Health Benefits as set forth in the Authority's Letter of Proposal Acceptance (the "employee payments"), (including any adjustments, if provided for, reflecting changes in the Consumer Price Index or other indices or instruments as identified by the Port Authority) , the Contractor shall pay to the Contractor's Employees who have not been paid the proper employee payments (or to the Port Authority for retention by the Port Authority until such time as the Contractor's Employees are paid), or shall pay to the Subcontractor's Employees similarly affected or shall have the Subcontractor so pay, at the option of the Port Authority, an amount (calculated for the Contractor or Subcontractor which has not paid or provided the required amounts hereunder) equivalent to the product obtained by multiplying the difference between the employee payments required hereunder and the employee payments actually paid or provided by the number of non-overtime hours worked by the

affected Employees of the subject Contractor or Subcontractor employed during such Contract year, calculated per Paragraph C position category (hereinafter referred to as the "Underpayment Amount"). The Port Authority may, in its discretion, elect to deduct the Underpayment Amount due from the Contractor in accordance with the provisions of this Section from any subsequent payment payable to the Contractor under this Contract plus an amount equal to any payroll and associated taxes which would have been paid on the Underpayment Amount from any subsequent payment payable to the Contractor under this Contract.

L. In addition to the underpayment payable by the Contractor, the Port Authority may deduct interest on the underpayment amount calculated at 19.2% annual interest from any subsequent payment to the Contractor.

M. If requested by the Port Authority, the Contractor shall submit to the Port Authority for approval, a plan for the Contractor's or Subcontractors' return of the underpayment to each affected Employee, including a deadline for compliance. In approving such a plan, the Authority may require the Contractor or a subcontractor to return the underpayment to the affected Employees in cash and the Contractor or the subcontractor is responsible for any additional payroll taxes resulting from this payment.

4. 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:

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

Items marked "4 x year" shall be cleaned four (4) times per year with the Contractor allowing at least two (2) months but no more than three (3) to elapse between cleanings.

Items marked "6 x year" shall be cleaned six (6) times per year, with the Contractor allowing at least fifty (50) calendar days but no more than sixty (60) calendar days to elapse between cleanings.

Items marked "12 x year" shall be cleaned twelve times per year with the Contractor allowing at least three (3) weeks but no more than four (4) weeks to elapse between cleanings.

Items marked "24 x year" shall be cleaned twenty four times per year. The Contractor shall allow at least two (2) weeks but no more than three (3) weeks to elapse between cleanings.

Items marked "104 x year" shall be cleaned one hundred four (104) times per year, with the Contractor allowing at least three (3) days but no more than four (4) days to elapse between cleanings.

Items marked "156 x year" shall be cleaned one hundred fifty six times per year. The Contractor shall allow at least two (2) days but no more than four (4) days to elapse between cleanings.

5. Staffing, Management and Supervision Requirements

The Contractor shall provide one (1) Supervisor, one (1) Lead Cleaner and three (3) Cleaners, Monday through Friday, 10:00 p.m. to 6:30 a.m. exclusive of Holidays. Such Lead Cleaner and Cleaners shall perform both routine/thorough and periodic work except for roadway degreasing which shall be performed by additional staff. However, the Manager reserves the right to change or rotate the work schedule on an as-needed basis to reflect changing job situations.

On weekends and Holidays the Contractor shall provide one (1) Cleaner from 10:00 p.m. to 6:30 a.m. to provide inspection and policing services.

The Supervisor and Lead Cleaner shall possess a valid driver's license and be able to read, write and communicate in the English language.

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

The Supervisor shall serve as the Contractor's representative at the Site of the Work and shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager at the Facility, regarding the performance of the work specified in the Contract and to participate in job inspection tours of the premises. The Supervisor shall be provided by the Contractor with a cell phone and shall respond to calls from the Manager within fifteen (15) minutes of notification.

The Manager shall have the right to approve and interview any Employee proposed by the Contractor for assignment to this Contract.

Primary residence telephone numbers and alternate phone numbers shall be made available to the 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.

The Supervisor is expected to devote most of his time to immediate supervision of the personnel performing the cleaning and janitorial work required hereunder and shall devote only the minimum time necessary to the administration of the Contract as regards to recordkeeping, the ordering of supplies and those other things necessary to the providing of proper cleaning services as specified herein. The Supervisor shall also ensure that all Employees are adequately trained in safety procedures.

The cost for the Supervisor shall be borne by the Contractor as an included cost and shall not be separately billable hereunder.

6. Personnel Requirements

In addition to the Personnel Standard requirements set forth in the Standard Contract Terms and Conditions, any employee of the Contractor operating a motor vehicle must have the appropriate valid driver's license.

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, maintain written documentation of such training, and provide copies of training completion certificates to the Manager. The Contractor shall supply materials and equipment and medical waste cleanup kits for blood products at the Facility. Such kits shall, at a minimum, include but not be limited to: red bags, sharps containers, gloves, masks, and a bleach solution. The Port Authority at no charge to the Contractor shall dispose of any medical waste generated by the Contractor.

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

The Contractor and any subcontractor shall furnish sufficiently trained management, supervisory and cleaning personnel to perform the services required of the Contractor under this Contract. If any such personnel is deemed unsatisfactory or does not perform the services to be furnished hereunder in a proper manner and satisfactory to The Port Authority, the Contractor shall immediately take such actions as are necessary to assure that the Contract is performed in full accordance with the requirement hereof. Further, if in the determination of the Director, any such employee has taken any action which constitutes a conflict of interest or which is inconsistent with the highest level of honesty, ethical conduct or public trust or which the Manager determines is adverse to the public interest of the Port Authority, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from the Port Authority.

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

The Contractor shall supply to the Port Authority a roster for each shift, indicating Employee Name, Hours Worked and Tasks/Area Assigned.

7. **Specific Materials, Supplies, and Equipment Requirements**

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, plastic bags, polishes, sponges, paper picks, electrical extension cords safety signs, ladders, snow shovels, ice choppers and snow blowers, maid carts, air freshener units and refills, power washer, water tank and gas generator.

B. 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.

C. All mechanically operated equipment must be in sound operating condition as determined by the Manager. In addition, the Contractor shall provide one Verizon cellular phone for each shift to both the Supervisor and Lead Cleaner.

The Contractor shall supply the following at a minimum:

Two (2) fifty five gallon wet/dry vacuums
Four (4) commercial silent vacuums
Two (2) side by side buffing machines
Two (2) Tennant floor scrubbers or Port Authority approved equal
Four (4) maid carts
Four (4) Bissell hand sweepers or Port Authority approved equal
Two (2) Gravely Power brooms or Port Authority approved equal

D. For snow removal, in addition to the equipment listed herein in the paragraph entitled "Inclement Weather Requirements - Snow Removal" the Contractor shall have two (2) John Deere 1128DD Snow Blowers or Port Authority approved equal.

E. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, floor scrubbers and polishers (commonly known as single action floor machines), wet/dry vacuums, battery operated triple action machines, furthermore, the Contractor shall stock and shall refill, as necessary, dispensers or containers for liquid soap, paper towels, toilet tissue, sanitary napkins and tampons, sanitary napkin disposal bags, urinal screens, air fresheners, shower curtains, and toilet seat covers which are located in the lavatories and other areas to be cleaned hereunder. In addition, the Contractor shall maintain and repair all such dispensers and containers so as to keep same in full working order.

F. Should the Manager determine that any such dispenser or container is so damaged or unusable as to require replacement, the Contractor shall provide and install such replacement at no additional cost to the Port Authority.

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 Contractor shall supply air freshener cartridges for nineteen (19) units.

I. The Manager may, at any time, establish minimum inventories of materials, supplies and equipment to be maintained by the Contractor and the Contractor shall ensure that his inventories meet the levels so established.

J. The Authority will furnish, at no charge to the Contractor, sand and/or deicing materials for use as required for inclement weather, icing conditions, etc., at the Site of the Work.

K. The specifications for Roll Paper Towels and Toilet Tissue are as follows:

1. 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 is deemed necessary to

assure that supplies and services conform to prescribed requirements.

2. Toilet tissue shall be single ply, white, unglazed, soft, strong, and absorbent. It shall be free from sliver, dirt, holes and other objectionable matter or other such defects. The tissue shall be made of clean processed wood fibers. Edges shall be clean-cut and not ragged and shall have no disagreeable odor either wet or dry. The tissue shall conform to EPA guidelines for recycled fiber of 83% recycled content of which a minimum of 34% shall be post consumer.

   Physical Requirements of Roll Toilet Tissue:

a) Basis Weight (Minimum)	10.5 lbs.
b) Tensile Strength-Dry	02oz./inch
machine direction (minimum)	14
c) Absorbency (maximum)	25 seconds
d) Brightness (minimum)	78%

   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.

   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, brand name/number.

L. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Manager and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Manager.

8. 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.

9. Specific Employee Uniform and Identification Requirements

The Contractor shall cause its Employees to change to freshly cleaned uniforms at least twice a week and the Contractor shall 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 shoes appropriate for the tasks performed. No sneakers will be permitted. Personal clothing shall not be worn in any manner as to cover any part of the uniform. The Contractor shall make available and supply parka coats with hoods and gloves to any of its Employees required to perform any function outdoors relating to this Contract during the months of November through April during each year of this Contract. Foul weather gear for seven (7) Employees must be stocked at the Facility year round. Space will be made available to the Contractor for this purpose.

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. Any Employee assigned to perform work after the five (5) day grace period has expired must be properly attired within five (5) days of being assigned to the work site.

The Manager shall have the right to require removal of any Employee who shall fail to wear the proper uniform and shoes, and the exercise of this right shall not limit the obligation of the Contractor to perform the Work or to furnish any required number of Employees at a specific location at the Site of the Work as specified.

10. 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, it 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.

11. Contractor's Vehicles – Parking – Licenses

A. The Contractor will be required to provide one (1) Ford F-150 or Port Authority approved equal six passenger van with 1,500 pound capacity with hydraulic lift gate and one (1) back up truck. The Contractor will be required to supply an amber dome flashing light for the top of the van. The truck is to be used for degreasing operations, and as a backup truck. All vehicles provided must have proper lights, proper lettering, be registered, pass state inspection and have no obvious physical damage. These vehicles shall be for exclusive use at the Facility

under this contract. The Contractor's vehicles shall not be removed from Facility property unless otherwise directed by the Manager.

B. For the degreasing operation at all toll lanes, as specified in Exhibit A , the Contractor shall provide all equipment, materials and supplies to perform this function, as well as backup vehicle described in Operating & Maintenance Standard 20, "Roadway Work Area Protection," in Attachment "A".

C. The Contractor shall comply with such existing rules, regulations and procedures as are now in force and such reasonable future rules, regulations and procedures as may hereafter be adopted by the Port Authority for the safety and convenience of persons who park automotive vehicles in any parking area at the Facility or for the safety and proper identification of such vehicles, and the Contractor shall also comply with any and all directions pertaining to such parking which may be given from time-to-time and at any time by the Manager. The Port Authority shall have no responsibility of any kind whatsoever with respect to such vehicles including without limitation any responsibility for the loss, theft, destruction, or damage to said vehicle or any contents therein, in connection with the permissions granted to the Contractor to park its motor vehicles. No other rights or privileges in connection with parking of motor vehicles at the Facility are or shall be deemed to be granted to the Contractor under this Contract.

D. The Port Authority shall permit the Contractor during the effective period of this Contract to park these motor vehicles used by it exclusively during its tour of duty and in its operations hereunder on such locations as may from time to time or at any time designated by the Manager. There will be two (2) vehicle spaces available for the parking of the Contractor's vehicles after tour duties.

12. Site Specific Recycling and Trash Removal

A. All garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the performance of Contractor's Services hereunder shall be placed in a dumpster to be provided by the Authority, at a location at the Site of the Work to be designated by the Authority, for collection and removal by others. No such garbage, debris or waste material shall be thrown, discharged or disposed of into or upon any land area or waterway surrounding or bounding the Facility.

B. The Port Authority has a source separation recycling program in effect. The Contractor shall 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.

13. 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 (3) month period of the Contract,

which report shall include the Work scheduled by the Contractor to be accomplished during said three (3) month period, the dates and time of day when such Work will be done, the number of workers to be assigned to each shift, and such other information as the Authority may from time to time require, which report shall be subject to the continuing approval of the Manager. This report shall also be submitted on a computer disk using Excel or an Excel compatible spreadsheet program. The first such report covering the first three (3) months of this Contract shall be submitted by the Contractor within ten (10) days of the commencement of this Contract and each subsequent three (3) month report shall be submitted by the Contractor at least twenty (20) days prior to the commencement of each such three (3) month period. The Contractor shall also submit promptly to the Manager a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three (3) month period, but no changes shall be made without the prior approval of the Manager.

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

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

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

14. Space Provided to 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, foul weather gear, 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 Port Authority may be obligated or have the right to do under this Contract or otherwise. Without limiting the generality of the foregoing, the Port Authority shall have the right for its own benefit or for the benefit of others at the Site of the Work, to maintain existing and

future utility systems or portions thereof on the facilities and spaces provided to the Contractor hereunder and to enter upon such facilities and spaces at any time to make such repairs, replacements, additions or alterations to such systems as may, in the opinion of the Authority be deemed necessary or advisable.

15. Inclement Weather Requirements – Snow Removal

A. 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, the New Jersey and New York sides of the Holland Tunnel, building entrances, garage entrances, emergency exits, pedestrian crosswalks, toll plaza, adjacent sidewalks in the parking lots and up to ten (10) feet on both sides of all Police and Security Guard booths. Exterior areas will not include snow removal from actual roadways.

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

C. 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.

D. Within four (4) hours of the Manager's request, the Contractor shall provide such separate personnel and a Supervisor for such personnel, as are deemed necessary by the Manager for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the unit price per hour as set forth in the Pricing Sheets for "Snow Removal". All such employees are subject to the approval of the Manager and the Contractor shall maintain and shall submit such records as the Manager may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause. All areas will be cleared of snow within four (4) hours of snowfall. The Manager shall notify the Contractor when its services for snow removal are no longer needed. No employee assigned to snow removal shall work in excess of sixteen (16) hours.

E. 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, hats, waterproof boots, hooded insulated parkas and safety vest.

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

G. 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.

H. Snow removal services shall not be included in the Annual Lump Sum Rate, but will be covered by the price for Snow Removal Services separately quoted by the Contractor in the Contractor's Pricing Sheets under "Snow Removal."

I. During inclement weather the Contractor shall be required to provide multiple Lead Cleaners as designated at the request of the manager.

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.

16. Safety Provisions

A. Without limitation to any other provision of this Contract, in the performance of the Contract, the Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.

B. 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.

C. 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.

D. 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.

E. 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.

17. 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 Contractor in the attached Contractor's Pricing Sheets for "Extraordinary Cleaning Services." These unit prices shall be deemed all-inclusive of all costs necessary to perform the Work. "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 Services before such unit prices are payable.

EXHIBIT A –SCOPE OF WORK

The following work, in the specified areas, shall be performed by the Contractor under this Contract. Square footages for individual areas listed are approximate.

The Contractor's employee is entitled to a one-half (1/2) hour meal break. The Port Authority will not reimburse the Contractor for the one-half (1/2) hour meal break. Additional coverage will not be necessary during the meal break.

Weekend/Holiday Cleaning Procedures

Policing:

Policing is to be performed Saturdays, Sundays and Holidays 10:00 p.m. to 6:30 a.m.

Duties:
Policing of lavatories and locker rooms shall consist of the following: picking up and removal of all trash and recyclables, emptying and relining of all trash containers as necessary, damp wiping and sanitizing wash basins, commodes urinals and adjacent chrome fixtures, refilling all dispensers as necessary and the prompt removal of wet spills. Damp mopping and sweeping as necessary. The Cleaners shall report to the Manager any lights that are defective or out of service.

Policing of the corridors, office areas, stairwells, lobbies, vestibules and other areas shall consist of the following: removal of gum and picking up of all trash, litter and cigarette butts, etc. from floors and stairs in all assigned areas. Complete mopping and sanitizing is to be performed and as soon as made necessary by sickness, spillage, leaks, etc. which shall also include the office areas. Sweep or spot vacuum as necessary. Trash receptacles are to be emptied, relined and cleaned as necessary. Damp wipe fingerprints, smears and soil spots from all ledges, handrails, countertops, doors, frames, glass, mirrors, walls and columns, as necessary. All glass door and glass at floor level shall be spot cleaned.

Policing of the cafeteria shall consist of the following: removal of all gum and picking up of all trash and litter from the floor, chairs and tables, wiping table with a sanitizing solution, emptying and relining of all trash and recycling containers and prompt removal of all wet spills. Complete mopping and sanitizing is to be performed whenever, and as soon as made necessary by sickness, spillage, leaks, etc.

Policing of the building exterior shall consist of the following: removal of gum and picking up of all trash, litter and cigarette butts, etc.

Areas to be policed:

Location	Building	Floor	Square Feet	Type	Surface
TBA Lavatory	NJAB	3rd	30	ceramic	floor
Lobby	NJAB	3rd	466	carpet	floor
Female TBA & Security Locker Room	NJAB	3rd	506	vinyl	floor
Entrance Foyer	NJAB	1st	45	ceramic	floor
1st Floor Corridor	NJAB	1st	112	ceramic	floor
Lavatory	NJAB	1st	40	ceramic	floor
TBA Garage Reserve Room	NJAB	1st	355	ceramic	floor
TBA Chief Office	NJAB	1st	90	ceramic	floor
Elevator	NJAB	1st	15	vinyl	floor
Cafeteria Dining Area	NJSG#2	1st	714	vinyl	floor
Police Supervisor's Locker Room	NJSG#2	2nd	720	vinyl	floor
Police Reserve Room	NJSG#2	2nd	340	vinyl	floor
Police Locker Room	NJSG#2	2nd	1600	vinyl	floor
98's Office	NJSG#2	2nd	100	carpet	floor
95's Office	NJSG#2	2nd	64	vinyl	floor
Communication Desk Area	NJSG#2	2nd	483	tile	floor
Communication Lobby	NJSG#2	2nd	779	ceramic	floor
Police Reserve & Shape Up Room	NJSG#2	2nd	580	vinyl	floor
Lt. Locker Room	NJSG#2	2nd	700	vinyl	floor
Lt. Lavatory	NJSG#2	2nd	264	ceramic	floor
Police & TBA Lavatory & Showers	NJSG#2	2nd	575	ceramic	floor
TBA Locker Room	NJSG#2	2nd	630	vinyl	floor
Police Office Area	NJSG#2	2nd	550	vinyl	floor
Police & TBA Women's Reserve Room	NJSG#2	2nd	400	vinyl	floor
Female TBA & Maint. Locker Room	NJSG#2	2nd	200	vinyl	floor
Female LT. Area	NJSG#2	2nd	200	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	vinyl	floor
Female Lavatory & Shower	NJSG#2	2rd	168	ceramic	floor
Supervisory Reserve Room	NJSG#2	2nd	150	carpet	floor
Maintenance Reserve Room	NJSG#2	2nd	800	ceramic	floor
Maintenance Locker Room	NJSG#2	2nd	1250	carpet	floor
Maintenance Lavatory & Shower	NJSG#2	2nd	550	ceramic	floor
Corridor	NJSG#2	2nd	950	vinyl	floor
Cafeteria Dining Area	NJSG#2	1st	714	vinyl	floor
Cafeteria Dining Area	NJSG#2	1st	597	tile	floor
Tunnel System Control Room	NJSG#2	1st	900	vinyl	floor
Tunnel System Control Room	NJSG#2	1st	40	ceramic	floor
Maintenance Men's Lavatory	NJSG#2	1st	60	ceramic	floor
Maintenance Ladies Lavatory	NJSG#2	1st	36	ceramic	floor

Location	Building	Floor	Square Feet	Type	Surface
Rubber Floor Entrance	Tolls	1st	1300	vinyl	floor
Male Reserve Room	Tolls	3rd	192	ceramic	floor
Female Reserve Room	Tolls	3rd	180	ceramic	floor
Female Bathroom	Tolls	3rd	200	ceramic	floor
Female Locker Room	Tolls	3rd	625	vinyl	floor
Main Elevator	Tolls		30	vinyl	floor
Lavatory Male #1	Tolls	3rd	15	ceramic	floor
Lavatory Male #2	Tolls	3rd	120	ceramic	floor
Lavatory Female #1	Tolls	3rd	15	ceramic	floor
Lavatory Female #2	Tolls	3rd	200	ceramic	floor
Supervisor Area	Tolls	3rd	400	carpet	floor
Police Hazmat Room	Tolls	1st	230	vinyl	floor
Police Lavatory	Tolls	1st	30	ceramic	floor
Lavatory Public Male	Tolls	1st	30	ceramic	floor
Lavatory Public Female	Tolls	1st	30	ceramic	floor
Lavatory	NYFO	3rd	200	ceramic	floor
Room #2- Reserve Room	NYFO	2nd	204	carpet	floor
Room #2- Reserve Room	NYFO	2nd	228	vinyl	floor
Police Lavatory	NYFO	2nd	462	ceramic	floor
TBA Reserve Room	NYFO	1st	518	ceramic	floor
TBA Lavatory	NYFO	1st	52	ceramic	floor
Police Booth	Post 19	1st	50	rubber	floor
Lavatory #1	Post 19	1st	116	ceramic	floor
Lavatory #2	Post 19	1st	896	ceramic	floor
Lavatory #2 Foyer	Post 19	1st	147	vinyl	floor
Police Reserve Room (interior)	Post 19	1st	91	vinyl	floor
Police Reserve Room (exterior)	Post 19	1st	75	rubber	floor
TBA Shelter Booth	Post 56	1st	50	rubber	floor
TBA Shelter Booth	Post 53	1st	50	rubber	floor
Security Guard Booth	NYRB	Pier	20	rubber	floor
Security Guard Booth	NJRB	Pier	20	rubber	floor
Security Guard Booth	NYLB	1st	20	rubber	floor
Security Guard Booth	NJLB	1st	20	rubber	floor

Thorough Cleaning
Thorough cleaning will be performed Monday through Friday, exclusive of Holidays, from 10:00 p.m. to 6:30 a.m.

Thorough Cleaning Procedures

Offices and Associated Areas
Thorough cleaning of offices shall consist of the following: vacuum all carpeted floors; sweep all non-carpeted floors with a treated mop or cloth; and damp mop, empty, damp wipe and reline all wastebaskets and recycling bins and dispose of in appropriate area. Dust and vacuum as necessary all file cabinets, partitions, office equipment, office furniture, ledges, sills, picture frames, blinds, and tables. Spot wash, as necessary, all furniture and fixtures and wash and clean all refrigerators and water coolers as necessary. Vacuum all sofas and chairs as necessary. Wash and sanitize exterior of water coolers, empty and clean drip trays, dust walls, ceilings and windowsills as necessary. Clean and sanitize all telephone units. All louver vents and ducts are to be kept free of dust and dirt. All door, wall, office and partition glass are to be washed as necessary. Report any defective lamps and bulbs and spot re-lamp as necessary.

Lavatories and Locker Rooms
The thorough cleaning of lavatories and locker rooms shall consist of the following: refilling of all dispensers, removal and disposal of all trash, damp wiping, sanitizing and relining of trash receptacles, dispensers, the washing and sanitizing of all interior and exterior surfaces of showers, commodes, urinals and wash basins, the washing and sanitizing of all shelves, dispensers, table tops, sinks, counter tops, the washing and sanitizing of all wall surfaces monthly. Ceilings shall be cleaned as necessary. The cleaning of all mirrors, blinds, partitions, doors and wainscoting, and the mopping and rinsing of all floor areas. A solution of detergent-sanitizer-odor, counteractant material shall be used for all cleaning and mopping operations. Report any defective lamps and bulbs and spot re-lamp as necessary.

Lobbies, Corridors, Elevators and Stairwells
Thorough cleaning of corridors, lobbies, elevators and stairwells consists of sweeping with a treated mop or cloth and damp mopping (vinyl tile) all floor and stair (vinyl) surfaces and the vacuuming of all carpeted areas. All stairways are to be mopped. Dust and damp wipe handrails, blinds, spot-wash door and wall surfaces, dust wall ledges, and wash and rinse all glass in entranceway and lobby. Report any defective lamps and bulbs and spot re-lamp as necessary.

Toll, Police and other Booths

Thorough cleaning of booths shall consist of emptying and relining of trash containers, the damp wiping of all horizontal and vertical surfaces, the washing of all glass, interior and exterior, and the wet mopping of the floor. Report any defective lamps and bulbs and spot re-lamp as necessary.

Areas to be Thoroughly Cleaned:

Location	Building	Floor	Square Feet	Type	Surface
Captain's Office	NJAB	3rd	168	carpet	floor
Captain's Clerk	NJAB	3rd	144	carpet	floor
Captain's Assistant Clerk	NJAB	3rd	66	carpet	floor
Police Conference Room	NJAB	3rd	192	carpet	floor
Police Lavatory	NJAB	3rd	50	ceramic	floor
Police Secretary's Office	NJAB	3rd	100	carpet	floor
Police Hallway	NJAB	3rd	150	carpet	floor
TBA Lavatory	NJAB	3rd	30	ceramic	floor
Lobby	NJAB	3rd	466	carpet	floor
Staff Reserve Room	NJAB	3rd	200	ceramic	floor
Female TBA & Security Locker Room	NJAB	3rd	506	vinyl	floor
Manager's Office	NJAB	2nd	289	carpet	floor
Manager's Office	NJAB	2nd	250	paneling	walls
Manager's Conference Room	NJAB	2nd	120	carpet	floor
Business Manager	NJAB	2nd	140	carpet	floor
Operations Manager	NJAB	2nd	159	carpet	floor
General Office Room	NJAB	2nd	2100	carpet	floor
Supervisor Tunnel Operations	NJAB	2nd	150	carpet	floor
Manager's Lavatory	NJAB	2nd	72	ceramic	floor
Manager's Lavatory	NJAB	2nd	256	ceramic	walls
Men's Lavatory	NJAB	2nd	135	ceramic	floor
Ladies' Lavatory	NJAB	2nd	99	ceramic	floor
Entrance Foyer	NJAB	1st	45	ceramic	floor
1st Floor Corridor	NJAB	1st	112	ceramic	floor
Lavatory	NJAB	1st	40	ceramic	floor
TBA Garage Reserve Room	NJAB	1st	355	ceramic	floor
TBA Chief Office	NJAB	1st	90	ceramic	floor
Elevator	NJAB	1st	15	vinyl	floor
Stairwells(10 flights)	NJAB			concrete	floor
Cafeteria Dining Area	NJSG#2	1st	714	vinyl	floor
Cafeteria Dining Area	NJSG#2	1st	597	tile	floor
Cafeteria Kitchen Area	NJSG#2	1st	376	concrete	floor
Cafeteria Kitchen Area	NJSG#2	1st	1510	ceramic	walls
Cafeteria Men's Locker Room	NJSG#2	1st	80	concrete	floor
Cafeteria Ladies Locker Room	NJSG#2	1st	56	concrete	floor
Cafeteria Ladies Lavatory	NJSG#2	1st	56	concrete	floor

Location	Building	Floor	Square Feet	Type	Surface
Cafeteria Stock Room	NJSG#2	1st	250	concrete	floor
Police Supervisor's Locker Room	NJSG#2	2nd	720	vinyl	floor
Police Reserve Room	NJSG#2	2nd	340	vinyl	floor
Police Locker Room	NJSG#2	2nd	1600	vinyl	floor
98's Office	NJSG#2	2nd	100	carpet	floor
95's Office	NJSG#2	2nd	64	carpet	floor
Communication Desk Area	NJSG#2	2nd	483	tile	floor
Communication Desk Area	NJSG#2	2nd	60	monitors	floor
Communication Lobby	NJSG#2	2nd	779	ceramic	floor
Police Hallway	NJSG#2	2nd	792	terrazzo	floor
Police Report Room	NJSG#2	2nd	120	terrazzo	floor
Police Closet	NJSG#2	2nd	10	terrazzo	floor
Police Holding Cell	NJSG#2	2nd	130	terrazzo	floor
Police Offices	NJSG#2	2nd	550	terrazzo	floor
Lock up #1	NJSG#2	2nd	77	terrazzo	floor
Lock up #2	NJSG#2	2nd	77	terrazzo	floor
Processing Area	NJSG#2	2nd	90	terrazzo	floor
Police Reserve & Shape Up Rm	NJSG#2	2nd	580	vinyl	floor
Lt. Locker Room	NJSG#2	2nd	700	vinyl	floor
Lt. Closet	NJSG#2	2nd	72	ceramic	floor
Lt. Lavatory	NJSG#2	2nd	264	ceramic	floor
Police Lavatory & Showers	NJSG#2	2nd	575	ceramic	floor
TBA Locker Room	NJSG#2	2nd	630	vinyl	floor
Police Locker Room	NJSG#2	2nd	1150	vinyl	floor
Police Fingerprint Room	NJSG#2	2nd	32	ceramic	floor
Telephone Room	NJSG#2	2nd	140	vinyl	floor
Corridor	NJSG#2	2nd	950	vinyl	floor
Great Hall	NJSG#2	2nd	616	carpet	floor
Police & TBA Women's Reserve Room	NJSG#2	2nd	400	vinyl	floor
Female TBA & Maint. Locker Room	NJSG#2	2nd	200	vinyl	floor
Female Lavatory & Shower	NJSG#2	2nd	168	ceramic	floor
Female LT. Area	NJSG#2	2nd	200	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	vinyl	floor
Secretary Office Area	NJSG#2	2nd	700	carpet	floor
FM-3 Construction Coord.	NJSG#2	2nd	250	carpet	floor
FM-4 Construction Coord.	NJSG#2	2nd	120	carpet	floor
Supervisory Reserve Room	NJSG#2	2nd	150	carpet	floor
Supervisor Lavatory	NJSG#2	2nd	144	ceramic	walls
Storage Room	NJSG#2	2nd	42	vinyl	floor
FM5 Office	NJSG#2	2nd	200	carpet	floor
Physical Plant Manager Office	NJSG#2	2nd	285	carpet	floor
Supply Closet	NJSG#2	2nd	70	vinyl	floor
Computer Room	NJSG#2	2nd	252	vinyl	floor
Maintenance Reserve Room	NJSG#2	2nd	800	vinyl	floor
Maintenance Locker Room	NJSG#2	2nd	1250	vinyl	floor
Maintenance Lavatory	NJSG#2	2nd	550	ceramic	floor
General Maintenance Reserve Room	NJSG#2	1st	480	concrete	floor

Location	Building	Floor	Square Feet	Type	Surface
Kitchen Storage Area	NJSG#2	2nd	250	ceramic	floor
Environmental Office	NJSG#1	1st	200	carpet	floor
Mech/Struct Office	NJSG#1	1st	144	carpet	floor
Mech/Struct Reserve Room	NJSG#1	1st	168	concrete	floor
Mech/Struct Lavatory	NJSG#2	1st	35	ceramic	floor
General Maintenance Office	NJSG#2	1st	150	carpet	floor
General Maintenance Office Nights	NJSG#2	1st	150	carpet	floor
Sign in Room	NJSG#2	1st	42	vinyl	floor
FM-4 General Office Nights	NJSG#2	1st	120	carpet	floor
General Maintenance & ID Office	NJSG#1	1st	140	carpet	floor
Electrical Office	NJSG#2	1st	200	carpet	floor
FM-5 Electrical	NJSG#2	1st	210	carpet	floor
Electrical Reserve Room	NJSG#2	1st	150	ceramic	floor
Electrical Locker Room	NJSG#2	1st	150	concrete	floor
Tunnel System Control Room	NJSG#2	1st	900	vinyl	floor
Tunnel System Control Room	NJSG#2	1st	40	ceramic	floor
Maintenance Men's Lavatory	NJSG#2	1st	60	ceramic	floor
Maintenance Ladies Lavatory	NJSG#2	1st	36	ceramic	floor
Stairwells(7 flights)	NJSG#2			concrete	floor
Stairwells(12 flights)	Tolls			concrete	floor
Rubber Floor Entrance	Tolls	1st	1300	vinyl	floor
Toll Collectors Elevator	Tolls		30	vinyl	floor
Corridor	Tolls	2nd	1400	vinyl	floor
Male Reserve Room	Tolls	3rd	192	ceramic	floor
Female Reserve Room	Tolls	3rd	180	ceramic	floor
Female Bathroom	Tolls	3rd	200	ceramic	floor
Female Locker Room	Tolls	3rd	625	vinyl	floor
Corridor	Tolls	3rd	2500	vinyl	floor
Main Elevator	Tolls		95	vinyl	floor
Counting Room	Tolls	3rd	220	vinyl	floor
Lavatory Male #1	Tolls	3rd	15	ceramic	floor
Lavatory Male #2	Tolls	3rd	120	ceramic	floor
Lavatory Female #1	Tolls	3rd	15	ceramic	floor
Lavatory Female #2	Tolls	3rd	200	ceramic	floor
Supervisor Area	Tolls	3rd	400	carpet	floor
Police Hazmat Room	Tolls	1st	230	vinyl	floor
Police Lavatory	Tolls	1st	30	ceramic	floor
Lavatory Public Male	Tolls	1st	30	ceramic	floor
Lavatory Public Female	Tolls	1st	30	ceramic	floor
Construction Office	Tolls	1st	150	carpet	floor
Room #1 - Assistant Chiefs Office	NYFO	3rd	400	carpet	floor
Room #2 - Administration Office - Safe	NYFO	3rd	228	carpet	floor
Room #3 - Sgt. Locker Room	NYFO	3rd	260	carpet	floor
Room #4 - Locker & Weight Room	NYFO	3rd	570	carpet	floor
Lavatory	NYFO	3rd	200	ceramic	floor
Corridor	NYFO	3rd	480	carpet	floor
Room #1 - Sgt. Desk	NYFO	2nd	400	carpet	floor
Room #2- Reserve Room	NYFO	2nd	204	carpet	floor
Room #2- Reserve Room	NYFO	2nd	228	vinyl	floor

Location	Building	Floor	Square Feet	Type	Surface
Room #3 - Police Lock up Room	NYFO	2nd	140	concrete	floor
Room #3 - Police Lock up Room	NYFO	2nd	120	carpet	floor
Room #4 - Female Police Locker Rm	NYFO	2nd	260	concrete	floor
Police Lavatory	NYFO	2nd	462	ceramic	floor
Corridor	NYFO	2nd	480	carpet	floor
Fire Marshall office	NYFO	1ST	400	concrete	floor
TBA Garage	NYFO	1ST	1400	concrete	floor
TBA Hallway	NYFO	1ST	75	concrete	floor
TBA Reserve Room	NYFO	1st	518	ceramic	floor
Lavatory	NYFO	1st	52	ceramic	floor
Stairwells 2 sets(4 flights)	NYFO			concrete	floor
Lavatory	NYRVB	Mezz	32	concrete	floor
Lavatory	NYLVB	Mezz	120	concrete	floor
Lavatory #1	Post 19	1st	116	ceramic	floor
Lavatory #2	Post 19	1st	896	ceramic	floor
Lavatory #2 Foyer	Post 19	1st	147	vinyl	floor
Police Reserve Room (interior)	Post 19	1st	91	vinyl	floor
Police Reserve Room (ext)					
Lavatory	NJRVB	1st	300	concrete	floor
Lavatory	NJLVB	Mezz	25	concrete	floor
Lavatory	NJLVB	1st	148	concrete	floor
Lavatory	S. Tunnel		25	ceramic	floor
Lavatory	N. Tunnel		30	ceramic	floor
Tunnel Phones	S. Tunnel		22		
Tunnel Phones	N. Tunnel		22		
Police Shelter Booths	Post 4		50	rubber	floor
Police Shelter Booths	Post 6		50	rubber	floor
Police Shelter Booths	Post 8		50	rubber	floor
Police Shelter Booths	Post 10		50	rubber	floor
Police Shelter Booths	Post 19		50	rubber	floor
Police Shelter Booths	Post 20		50	rubber	floor
TBA Shelter Booths	Post 56		50	rubber	floor
TBA Shelter Booths	Post 53		50	rubber	floor
Security Guard Booth	NYRB	Pier	20	rubber	floor
Security Guard Booth	NJRB	Pier	20	rubber	floor
Security Guard Booth	NYLB	1st	20	rubber	floor
Security Guard Booth	NJLB	1st	20	rubber	floor
Sidewalks	NY&NJ		60345	concrete	floor
Sidewalks	NYFO		2200	concrete	floor
Pedestrian Bridge	NJ		512	concrete	floor
Pedestrian Bridge	NY		600	steel	floor
Tunnel Booths	S. Tunnel		336	ceramic	walls
Tunnel Booths	N. Tunnel		440	ceramic	walls
Elevator	NJLVB		100	stain/steel	floor/walls
Elevator	NJRVB		100	stain/steel	floor/walls
Elevator	NYLVB		100	stain/steel	floor/walls
Elevator	NYRVB		100	stain/steel	floor/walls

Periodic Work

Periodic Work will be performed Monday through Friday, exclusive of Holidays, from 10:00 p.m. to 6:30 a.m. or at other times as designated by the Manager. Cleaners performing this work shall be assigned to this work only.

Schedule Surface or Item	Function	Frequency
Walls	Damp Wipe	4 x yr
Carpet	Shampoo and Extract	4 x yr.
Ceramic Tile	Machine Scrub and Rinse	4 x yr.
Concrete	Machine Scrub and Rinse	4 x yr.
Terrazzo	Strip and Refinish	1 x yr.
Terrazzo	Spray Buff	4 x yr.
Vinyl Tile	Strip and Refinish	1 x yr.
Vinyl Tile	Spray Buff	4 x y r.
Sidewalk	Sweep	12 x yr
Stairs	Sweep	4 x yr
Glass	Wash and Rinse	6 x yr
Rubber	Wash and Rinse	12 x yr
Tunnel	Wash and Rinse	12 x yr
Telephones		
Monitors	Wash and Rinse	156 x yr
Blinds	Wash and Rinse	1 x yr.

Location	Building	Floor	Square Feet	Type	Surface
Captain's Office	NJAB	3rd	168	carpet	floor
Captain's Clerk	NJAB	3rd	144	carpet	floor
Captain's Assistant Clerk	NJAB	3rd	66	carpet	floor
Police Conference Room	NJAB	3rd	192	carpet	floor
Police Lavatory	NJAB	3rd	50	ceramic	floor
Police Secretary's Office	NJAB	3rd	100	carpet	floor
Police Hallway	NJAB	3rd	150	carpet	floor
TBA Lavatory	NJAB	3rd	30	ceramic	floor
Lobby	NJAB	3rd	466	carpet	floor
Staff Reserve Room	NJAB	3rd	200	ceramic	floor
Female TBA & Security Locker Room	NJAB	3rd	506	vinyl	floor
Manager's Office	NJAB	2nd	289	carpet	floor
Manager's Office	NJAB	2nd	250	paneling	walls
Manager's Conference Room	NJAB	2nd	120	carpet	floor
Business Manager	NJAB	2nd	140	carpet	floor
Operations Manager	NJAB	2nd	159	carpet	floor
General Office Room	NJAB	2nd	2100	carpet	floor

Location	Building	Floor	Square Feet	Type	Surface
Supervisor Tunnel Operations	NJAB	2nd	150	carpet	floor
Manager's Lavatory	NJAB	2nd	72	ceramic	floor
Manager's Lavatory	NJAB	2nd	256	ceramic	walls
Men's Lavatory	NJAB	2nd	135	ceramic	floor
Ladies' Lavatory	NJAB	2nd	99	ceramic	floor
Entrance Foyer	NJAB	1st	45	ceramic	floor
1st Floor Corridor	NJAB	1st	112	ceramic	floor
Lavatory	NJAB	1st	40	ceramic	floor
TBA Garage Reserve Room	NJAB	1st	355	ceramic	floor
TBA Chief Office	NJAB	1st	90	ceramic	floor
Elevator	NJAB	1st	15	vinyl	floor
Stairwells(10 flights)	NJAB			concrete	floor
Cafeteria Dining Area	NJSG#2	1st	714	vinyl	floor
Cafeteria Dining Area	NJSG#2	1st	597	tile	floor
Cafeteria Kitchen Area	NJSG#2	1st	376	concrete	floor
Cafeteria Kitchen Area	NJSG#2	1st	1510	ceramic	walls
Cafeteria Men's Locker Room	NJSG#2	1st	80	concrete	floor
Cafeteria Ladies Locker Room	NJSG#2	1st	56	concrete	floor
Cafeteria Ladies Lavatory	NJSG#2	1st	56	concrete	floor
Cafeteria Stock Room	NJSG#2	1st	250	concrete	floor
Police Supervisor's Locker Room	NJSG#2	2nd	720	vinyl	floor
Police Reserve Room	NJSG#2	2nd	340	vinyl	floor
Police Locker Room	NJSG#2	2nd	1600	vinyl	floor
98's Office	NJSG#2	2nd	100	carpet	floor
95's Office	NJSG#2	2nd	64	carpet	floor
Communication Desk Area	NJSG#2	2nd	483	tile	floor
Communication Desk Area	NJSG#2	2nd	60	monitors	floor
Communication Lobby	NJSG#2	2nd	779	ceramic	floor
Police Hallway	NJSG#2	2nd	792	terrazzo	floor
Police Report Room	NJSG#2	2nd	120	terrazzo	floor
Police Closet	NJSG#2	2nd	10	terrazzo	floor
Police Holding Cell	NJSG#2	2nd	130	terrazzo	floor
Police Offices	NJSG#2	2nd	550	terrazzo	floor
Lock up #1	NJSG#2	2nd	77	terrazzo	floor
Lock up #2	NJSG#2	2nd	77	terrazzo	floor
Processing Area	NJSG#2	2nd	90	terrazzo	floor
Police Reserve Room & Shape Up Rm	NJSG#2	2nd	580	vinyl	floor
Lt. Locker Room	NJSG#2	2nd	700	vinyl	floor
Lt. Closet	NJSG#2	2nd	72	ceramic	floor
Lt. Lavatory	NJSG#2	2nd	264	ceramic	floor
Police Lavatory & Showers	NJSG#2	2nd	575	ceramic	floor
TBA Locker Room	NJSG#2	2nd	630	vinyl	floor
Police Locker Room	NJSG#2	2nd	1150	vinyl	floor
Police Fingerprint Room	NJSG#2	2nd	32	ceramic	floor
Telephone Room	NJSG#2	2nd	140	vinyl	floor

Location	Building	Floor	Square Feet	Type	Surface
Corridor	NJSG#2	2nd	950	vinyl	floor
Corridor	NJSG#2	2nd	12	blinds	
Great Hall	NJSG#2	2nd	616	carpet	floor
Police & TBA Women's Reserve Room	NJSG#2	2nd	400	vinyl	floor
Female TBA & Maint. Locker Room	NJSG#2	2nd	200	vinyl	floor
Female Lavatory & Shower	NJSG#2	2nd	168	ceramic	floor
Female LT. Area	NJSG#2	2nd	200	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	carpet	floor
Female Police Locker Room	NJSG#2	2nd	100	vinyl	floor
Secretary Office Area	NJSG#2	2nd	700	carpet	floor
FM-3 Construction Coord.	NJSG#2	2nd	250	carpet	floor
FM-4 Construction Coord.	NJSG#2	2nd	120	carpet	floor
Reserve Room	NJSG#2	2nd	150	carpet	floor
Supervisor Lavatory	NJSG#2	2nd	144	ceramic	walls
Storage Room	NJSG#2	2nd	42	vinyl	floor
FM5 Office	NJSG#2	2nd	200	carpet	floor
Physical Plant Manager Office	NJSG#2	2nd	285	carpet	floor
Supply Closet	NJSG#2	2nd	70	vinyl	floor
Computer Room	NJSG#2	2nd	252	vinyl	floor
Maintenance Reserve Room	NJSG#2	2nd	800	vinyl	floor
Maintenance Locker Room	NJSG#2	2nd	1250	vinyl	floor
Maintenance Lavatory	NJSG#2	2nd	550	ceramic	floor
General Maintenance Reserve Room	NJSG#2	1st	480	concrete	floor
Kitchen Storage Area	NJSG#2	2nd	250	ceramic	floor
Environment Office	NJSG#1	1st	200	carpet	floor
Mech/Struct Office	NJSG#1	1st	144	carpet	floor
Mech/Struct Reserve Room	NJSG#1	1st	168	concrete	floor
Mech/Struct Lavatory	NJSG#2	1st	35	ceramic	floor
General Maintenance Office	NJSG#2	1st	150	carpet	floor
General Maintenance Office Nights	NJSG#2	1st	150	carpet	floor
Sign in Room	NJSG#2	1st	42	vinyl	floor
FM-4 General Office Nights	NJSG#2	1st	120	carpet	floor
General Maintenance & ID Office	NJSG#2	1st	140	carpet	floor
Electrical Office	NJSG#2	1st	200	carpet	floor
Electrical Office	NJSG#2	1st	3	blinds	
FM-5 Electrical	NJSG#2	1st	210	carpet	floor
Electrical Reserve Room	NJSG#2	1st	150	ceramic	floor
Electrical Locker Room	NJSG#3	1st	150	concrete	floor
Control Room	NJSG#2	1st	900	vinyl	floor
Control Lavatory	NJSG#2	1st	40	ceramic	floor
Maintenance Men's Lavatory	NJSG#2	1st	60	ceramic	floor
Maintenance Ladies Lavatory	NJSG#2	1st	36	ceramic	floor

Location	Building	Floor	Square Feet	Type	Surface
Stairwells(7 flights)	NJSG#2			concrete	floor
Stairwells(12 flights)	Tolls			concrete	floor
Rubber Floor Entrance	Tolls	1st	1300	vinyl	floor
Toll Collectors Elevator	Tolls		30	vinyl	floor
Corridor	Tolls	2nd	1400	vinyl	floor
Male Reserve Room	Tolls	3rd	192	ceramic	floor
Female Reserve Room	Tolls	3rd	180	ceramic	floor
Female Bathroom	Tolls	3rd	200	ceramic	floor
Female Locker Room	Tolls	3rd	625	vinyl	floor
Corridor	Tolls	3rd	2500	vinyl	floor
Main Elevator	Tolls		95	vinyl	floor
Counting Room	Tolls	3rd	220	vinyl	floor
Lavatory Male #1	Tolls	3rd	15	ceramic	floor
Lavatory Male #2	Tolls	3rd	120	ceramic	floor
Lavatory Female #1	Tolls	3rd	15	ceramic	floor
Lavatory Female #2	Tolls	3rd	200	ceramic	floor
Supervisor Area	Tolls	3rd	400	carpet	floor
Police Hazmat Room	Tolls	1st	230	vinyl	floor
Police Lavatory	Tolls	1st	30	ceramic	floor
Lavatory Public Male	Tolls	1st	30	ceramic	floor
Lavatory Public Female	Tolls	1st	30	ceramic	floor
Construction Office	Tolls	1st	150	carpet	floor
Room #1 - Assistant Chiefs Office	NYFO	3rd	400	carpet	floor
Room #2 - Administration Office - Safe	NYFO	3rd	228	carpet	floor
Room #3 - Sgt. Locker Room	NYFO	3rd	260	carpet	floor
Room #4 - Locker & Weight Room	NYFO	3rd	570	carpet	floor
Lavatory	NYFO	3rd	200	ceramic	floor
Corridor	NYFO	3rd	480	carpet	floor
Room #1 - Sgt. Desk	NYFO	2nd	400	carpet	floor
Room #2- Reserve Room	NYFO	2nd	204	carpet	floor
Room #2- Reserve Room	NYFO	2nd	228	vinyl	floor
Room #3 - Police Lock up Room	NYFO	2nd	140	concrete	floor
Room #3 - Police Lock up Room	NYFO	2nd	120	carpet	floor
Room #4 - Female Police Locker Rm	NYFO	2nd	260	concrete	floor
Police Lavatory	NYFO	2nd	462	ceramic	floor
Corridor	NYFO	2nd	480	carpet	floor
Fire Marshall office	NYFO	1ST	400	concrete	floor
TBA Garage	NYFO	1ST	1400	concrete	floor
TBA Hallway	NYFO	1ST	75	concrete	floor
TBA Reserve Room	NYFO	1st	518	ceramic	floor
Lavatory	NYFO	1st	52	ceramic	floor
Stairwells2 sets(4 flights)	NYFO			concrete	floor

Location	Building	Floor	Square Feet	Type	Surface
Lavatory	NYRB	Mezz.	32	concrete	floor
Lavatory	NYLB	Mezz.	120	concrete	floor
Lavatory #1	Post 19	1st	116	ceramic	floor
Lavatory #2	Post 19	1st	896	ceramic	floor
Lavatory #2 Foyer	Post 19	1st	147	vinyl	floor
Police Reserve Room	Post 19	1st	91	vinyl	floor
Lavatory	NJRB	1st	300	concrete	floor
Lavatory	NJLB	Mezz.	25	concrete	floor
Lavatory	NJLB	1st	148	concrete	floor
Lavatory	S. Tunnel		25	ceramic	floor
Lavatory	N. Tunnel		30	ceramic	floor
Tunnel Phones	S. Tunnel		22		
Tunnel Phones	N. Tunnel		22		
Shelter Booths	Post 4		50	rubber	floor
Shelter Booths	Post 6		50	rubber	floor
Shelter Booths	Post 8		50	rubber	floor
Shelter Booths	Post 10		50	rubber	floor
Shelter Booths	Post 19		50	rubber	floor
Shelter Booths	Post 20		50	rubber	floor
Shelter Booths	Post 56		50	rubber	floor
Shelter Booths	Post 53		50	rubber	floor
Security Booth	NYRB	1st	20	rubber	floor
Security Booth	NJRB	1st	20	rubber	floor
Security Booth	NYLB	1st	20	rubber	floor
Security Booth	NJLB	1st	20	rubber	floor
Sidewalks	NY&NJ		60,345	concrete	floor
Sidewalks	NYFO		2,200	concrete	floor
Tunnel Booths	S. Tunnel		336	ceramic	walls
Tunnel Booths	N. Tunnel		440	ceramic	walls
Building	NJSG#1	1st	10	Blinds	
Building	NJSG#1	2nd	4	Blinds	
Building	NJSG#2	1st	13	Blinds	
Building	NJSG#2	2nd	74	Blinds	
Building	NJAB	1st	1	Blinds	
Building	NJAB	2nd	18	Blinds	
Building	NJAB	3rd	19	Blinds	
Building	NYFO	1st	8	Blinds	
Building	NYFO	2nd	17	Blinds	
Building	NYFO	3rd	18	Blinds	

Procedures for Selected Items of Periodic Work

Procedure:

Water Cooler Cleaning

The Contractor shall be required to disinfect the water coolers at the Facility. Compensation for such work shall be as set forth in the Monthly Lump Sum on the Contractor's Pricing Sheets. The following procedure shall be followed for the disinfecting of the coolers. Rubber on latex gloves (dispensable) must be used.

Procedure applies to cold water reservoir only. Hot water tanks are sealed closed and do not require cleaning.

1. Unplug unit.
2. Close shut off valve.
3. Remove cover.
4. Remove float assembly and replace air filter.
5. Disconnect carbon filter.
6. Empty stainless steel reservoir through spigot.
7. Wet wipe and rinse the inside of the stainless steel reservoir with ½ tablespoon of hydrogen peroxide.
8. Fill stainless steel reservoir and drain though spigot, refill, and drain again.
9. Replace float assembly.
10. Remove and clean the inside of the unit and drip tray with liquid soap and warm water. Make sure washed parts are rinsed properly and all soap residue is removed.
11. Vacuum dust from coils.
12. Replace cover.
13. In a clean bucket of water submerge and rinse new carbon filter to remove carbon dust.
14. Install new carbon filter.
15. Plug unit back in.

Water Cooler Cleaning

Location	Coolers	Frequency
NJAB	2	6 x yr
NJSG#1	1	6 x yr
NJSG#2	7	6 x yr
Tolls	3	6 x yr
NYFO	4	6 x yr
Post 19	1	6 x yr
Post 20	1	6 x yr

18. Toll Lane Degreasing

The Contractor shall prepare a degreasing method for approval by the Manager prior to the commencement of the Contract. Dry degreasing will be considered only if the method will not scarify or abrade the road surface. Wet degreasing will be considered. The Contractor shall provide the name of the chemical to be used as well as the Material Safety Data Sheet, and a secondary method to be used during sub freezing temperatures. All liquids generated through wet degreasing must be collected and disposed of through the Facility's treatment system. No run off shall be allowed to enter the storm sewer system. When work is performed, Port Authority traffic standards shall be adhered to.

Toll Lanes consist of approximately 5,000 square feet and will be degreased 104 times per year as directed by the Manager.

19. Glass Cleaning

The Contractor is to clean both the exterior and the interior of the glass described herein. The Contractor is advised that some of the glass is located on the second and third floors of the various buildings that make up the Facility. Scaffolding may be appropriate to access these areas. Glass work shall not be performed at night but at times designated by the Manager.

Building	Glass Sq. Ft.	Frequency
NJ Admin Building	2,520	4 X yr
NJ Service Garage #2	4,748	4 X yr
Toll Complex	9,036	4 X yr
NJ Service Garage #1	72	4 X yr
NY Field Office	1,200	4 X yr

WAGE/BENEFIT STATEMENT
Contract Year June 1, xxxx to May 31, xxxx.

Wage/Benefit Categories	***Straight Time / Regular HOURS By Employee Classification***				***Straight Time / Regular WAGES By Employee Classification***			
	Cashier	Clerk	Lot Checker	Supervisor	Cashier	Clerk	Lot Checker	Supervisor
Regular Hours/Wages								
June	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
July								
August								
September								
October								
November								
December								
January								
February								
March								
April								
May								
Total Regular Hours / Wages	20,000	2,000	1,500	7,000	$ 200,000.00	$ 25,000.00	$ 15,000.00	$ 100,000.00
HOLIDAY/PERSONAL BONUS								
June								
x								
x								
May								
Total								
SICK TIME ALLOWANCE								
June								
x								
x								
May								
Total								
VACATION								
June								
x								
x								
May								
Total								
PENSION								
June								
x								
x								
May								
Total								
HEALTH / WELFARE								
June								
x								
x								
May								
Total								
JURY DUTY/BEREAVEMENT								
June								
x								
x								
May								
Total								
Total Supplemental Benefits								
Total Average Wage / Supplemental Benefits								
Per Contract								
Difference								

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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.