Torres Rojas, Genara

From: earroyo@benjaminenterprises.com
Sent: Monday, August 25, 2014 9:27 AM
To: Duffy, Daniel; American, Heavyn-Leigh
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Bly
Last Name: Arroyo
Company: ML Benjamine Enterprises Inc
Mailing Address 1: 192 Tower Drive
Mailing Address 2:
City: Middletown
State: NY
Zip Code: 10941
Email Address: earroyo@benjaminenterprises.com
Phone: 8457384601
Required copies of the records: Yes

List of specific record(s):
I am requesting a copy of the winning proposal for Bid No 37072 the General Cleaning Services at the Port Authority Trans Hudson World Trade Center Station

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

September 4, 2014

Mr. Bly Arroyo
ML Benjamine Enterprises Inc.
192 Tower Drive
Middletown, NY 10941

Re: Freedom of Information Reference No. 15245

Dear Mr. Arroyo:

This is in response to your August 25, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code", copy attached) for "a copy of the winning proposal for Bid No 37072 the General Cleaning Services at the Port Authority Trans Hudson World Trade Center Station."

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/15245-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

Attachment

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

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: March 12, 2014

TITLE: GENERAL CLEANING SERVICES AT THE PORT AUTHORITY TRANS HUDSON (PATH) WORLD TRADE CENTER (WTC) STATION

BID NO.: 37072

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

BID DUE DATE: APRIL 4, 2014 **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)

TRI-B Industries
(NAME OF BIDDING ENTITY)

733 Ridgedale Avenue
(ADDRESS)

East Hanover, NJ 07936
(CITY, STATE AND ZIP CODE)

Sergio Benvenuto Jr., CEO
(REPRESENTATIVE TO CONTACT-NAME & TITLE)

(973) 599-9393
(TELEPHONE)

Exemption (1/4)
(FEDERAL TAX I.D. NO.)

(973) 599-9399
(FAX NO.)

✓ BUSINESS CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

_____ OTHER (SPECIFY): _____

Rev. 09/07/2010

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

3/21/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid # 37072 for GENERAL CLEANING SERVICES AT THE PORT AUTHORITY TRANS HUDSON (PATH) WORLD TRADE CENTER (WTC) STATION

Due back on 4/4/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

Part V, page 12, section 7 entitled "Training Requirements" add the following to the end of the section entitled "On-Track Safety Program":

> "The Contractor's employees will be trained during working hours; therefore all employees shall be paid at their hourly rate. All costs associated shall be included in the Contractor's monthly lump sum".

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	Is there a union claiming jurisdiction?
Answer #1	32 BJ
Question 2#	Is there a site specific agreement?
Answer #2	It is the Port Authority's understanding that there is a site specific agreement.
Question #3	If your minimum hourly rate is lower than 32BJ contract, we are bound by 32BJ?
Answer #3	Refer to Part I, page 5, section 9 entitled "Union Jurisdiction" and the Standard Contract Terms and Conditions, page 7 of 30, section 9 entitled "Harmony".
Question #4	Since 32BJ is current contractor and 32BJ runs out in 2015, what happens if new increase exceed CPI?
Answer #4	PATH will not be responsible for any additional cost incurred by the Contractor due to the collective bargaining agreement.
Question #5	Is section II, page 3 saying that as a bidder we must provide current employee no diminution in wage rate?
Answer # 5	Yes.
Question #6	The S.W.A.C, Do we all have to front bill for all employees including management? Is this one time or yearly?
Answer # 6	Refer to Part II, page 6, section 14 entitled "Contractor Staff Background Screening" and the Standard Contract Terms and Conditions, page 18 of 30, section 33 entitled "Notification of Security Requirements".
Question #7	Who is responsible for purchasing supplies for the marble maintenance?
Answer # 7	The Contractor.
Question #8	Is the number of staff increasing from the current contract?
Answer # 8	Staff levels listed in bid document is higher than currently existing.

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

PS11All

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

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

TRI-B Industries

[signature]

04.04.14

04-04-14A11:21 RCVD

PS11All

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302

3/27/2014

ADDENDUM # 2

To prospective Bidder(s) on Bid # 37072 for General Cleaning Services at The Port Authority Trans Hudson (PATH) World Trade Center (WTC) Station

Due back on 4/4/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

Part IV, page 10, "Minimum Hourly Wage", Cleaner, Year One, delete "$23.64" and replace it with "$23.43".

Part V, page 4, "Minimum Hourly Wages", Cleaner, Year One, delete "$23.64" and replace it with "$23.43".

Addendum #1, dated 3/21/14, change answer to Question #2 to read, "PATH is not aware of a site specific agreement".

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 #9	What is the current annual salary of the Resident Manager?
Answer #9	$66,560
Question #10	In reference to, extraordinary cleaning services described on Part V(10) and II staffing requirements, are these employees designated to perform periodic cleaning (e.g. striping & waxing, power washing etc.). If not, can you provide the number of employees needed to perform the periodic cleaning?
Answer #10	All cleaning functions including periodic cleaning are performed with the staff specified in Part V, page 16, section 11 entitled "Staffing Requirements".

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: Tri-B Industries

INITIALED: [signature]

DATE: 04.04.14

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

04-04-14A11:21 RCVD

PS11AII

TRI-B *Industries*

Ms. Selene Ortega
Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

April 4, 2014

Re: Bid No. 37072

Dear Ms. Selene Ortega:

As required by BID NO: 37072, General Cleaning Services at The Port Authority Trans Hudson (PATH) World Trade Center (WTC) Station, an employee who performed a similar role at a Facility under the current Port Authority contract would suffer **NO** diminution in wage rate if Tri-B Industries is awarded the contract.

Sincerely,

Sergio Benvenuto Jr.
Chief Executive Officer

733 Ridgedale Avenue Suite 206 East Hanover, NJ 07936 - Tel: 973.739.9595 - Fax: 973.599.9399

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT M/WBE PARTICIPATION PLAN

PA 3749B / 12-11

Office of Business Diversity and Civil Rights

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: TRI-B Industries

Mailing Address: 733 Ridgedale Ave, East Hanover, NJ 07936

Telephone Number: (973) 599.9393

Contract Description: General Cleaning Services at The Port Authority Trans Hudson (PATH) World Trade Center (WTC) Station

Contract Amount: 30,000.00

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
Circle Janitorial Supplies Inc 5 East 12th Street Paterson, NJ 07524-1211 (973) 345.1212 (973) 345.1975 (fax) Sylvia Quiles, OWNER squiles@circlejanitorial.com	MBE	Supplier of Janitorial Supplies	July 2014 - July 2017	30,000	1.5%
			TOTAL:	30,000.00	1.5%

04-04-14 11:21 RCVD

Signature of Contractor: S. Benvenuto

Print Name: SERGIO BENVENUTO Jr.

Title: CEO Date 04.04.14

FOR OBDCR USE ONLY

Contract Goals: ☐ Approved ☐ Waived ☐ Rejected

Reviewed by: _____

OBDCR Business Development Representative

Print Name: _____ Date _____

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

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 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 Trans-Hudson Corporation ("PATH") 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. As used herein, the term "Port Authority" shall mean the Port Authority of New York and New Jersey acting on behalf of PATH.

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 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, containing a description of the work, the annual dollar value, the location by city and state, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Bidder's work on these jobs.

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

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

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

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

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

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

g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority and PATH 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 and/or PATH 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. PATH 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 certhelp@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: Tri-B Industries Date: 04.04.14

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.

[signature] Name 04.04.14 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**
   Perform janitorial and general cleaning services, including snow removal, and to furnish all labor, supervision, uniforms, vehicles, equipment, materials, supplies, training and do all other things necessary, proper or incidental thereto.

2. **Location(s) Services Required**
   PATH - World Trade Center (WTC) station, New York, NY, as more fully described in the definition of "Facility" in the Specifications.

3. **Expected Date of Commencement of Contract**
   On or about July 15, 2014.

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

5. **Duration of Contract**
   Three (3) years, expiring on or about July 14, 2017.

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

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

8. **Extension Period**
   120-day Extension Applicable

9. **Facility Inspection**
   A facility inspection is scheduled for March 19, 2014 at 10:00 a.m. All interested parties should meet at the World Trade Center (WTC) PATH Station, at the bottom of the escalators near the turnstiles. Please contact John Reidy at (201) 216-6213 to RSVP and/or to receive travel directions. ***Photo ID is required to attend.*** Attendance is strongly recommended.

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 pre-qualified by the Port Authority to bid on Janitorial

Maintenance contracts with an estimated annual dollar value of up to $2,000,000 and over $2,000,000 estimated annual contract value.

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, section entitled "Wages, Health and Supplemental Benefits", 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. Background Qualification Questionnaire (BQQ)

The Bidder shall submit a completed Background Qualification Questionnaire (BQQ), required for itself and all subcontractors and vendors known to the Bidder at the time of bid submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link:
http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

13. Available Documents

The following documents will be made available for reference and examination at the facility inspection:

Contract for the Cleaning at PATH WTC Station; Contract # 4600007134, Purchase Order # 4500055242.

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 this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantee or warranty 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 shall not be responsible for any conclusions drawn therefrom.

SUPPLIES	UNIT	TOTAL IN EACH CASE
Toilet tissue	2 cases	96 rolls
C-fold towels	6 cases	16 towels
Toilet seat	1 case	20 pcs.
Roll towels	1 case	12 pcs.
Yellow dust (cloth)	2 cases	24 bags
Liners 40x48 (black bags)	10 box	
Liners 30x37 (black bags)	8 box	

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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 therefore 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, PATH agrees to pay to the Contractor and the Contractor agrees to accept from PATH 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 PATH for Services rendered under this Contract shall be subject to the approval of the Superintendent/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) may be adjusted pursuant to the provisions of this Contract to reflect the actual number of square feet and/or number of fixtures cleaned.

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 Superintendent/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 Superintendent/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 any liquidated damages to which PATH may be entitled pursuant to the clause hereof entitled "Liquidated Damages."

iv. The compensation indicated above shall constitute 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 PATH shall operate to release the Contractor from any obligation under or upon this Contract, or to stop PATH from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude PATH from recovering any monies paid in excess of those lawfully due and any damage sustained by PATH.

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 PATH, the Contractor shall pay to PATH the difference promptly upon receipt of PATH's statement thereof. PATH 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 PATH 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 PATH 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 December 2015 and December 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 December 2016 and the denominator of which is the Price Index for December 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 December 2016 and December 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 December 2017 and the denominator of which is the Price Index for December 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 December 2017 and December 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 December 2018 and the denominator of which is the Price Index for December 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 ensure 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 hereinabove 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 for such period, then after notification of the change or adjustment, the recomputed amounts shall be in effect and upon demand by The Port Authority, the Contractor shall refund to The Port Authority excess amounts theretofor paid by The Port Authority for such period.

5. Liquidated Damages

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

A. If the Contractor fails to satisfactorily perform any item of the work set forth in Exhibit A, Part V, of the minimum required routine and project cleaning and at the frequencies therein stated then the monthly installment payable hereunder shall be reduced by an amount equal to two hundred (200%) of the Unit Price inserted by the Contractor on the Pricing Sheets as appropriate for the applicable service and year, multiplied by the number of square feet or hours, etc. as

applicable, 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 quoted then in effect multiplied by the number of hours, which in the opinion of the Superintendent, are necessary to complete the work not performed multiplied by two hundred percent (200%). In making his determination of necessary hours, the Superintendent shall consider generally accepted industry standards where such are available.

B. If the Contractor fails to satisfactorily perform any Snow Removal at the times required by the Superintendent, then the monthly installment hereunder shall be reduced by two hundred percent (200%) of the applicable rate per hour for such services then in effect multiplied by the number of hours of such services not rendered. The Superintendent shall have the right to determine the number of hours required to satisfactorily perform the incomplete or non-performed Work and he shall consider generally accepted industry standards where such are available.

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

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

E. If the Contractor fails to have a Supervisor or Lead Cleaner on duty during the specified hours hereunder, then the monthly installment payable hereunder will be reduced by $40.00 per hour for each hour the Supervisor or Lead Cleaner is not on duty.

F. If the Contractor fails to provide to the Superintendent a written work schedule covering the first three (3) months of the Contract within ten (10) days of the contract start date and each following 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.

G. In the event the Contractor fails to provide the information every six (6) months as required in the Section hereunder entitled "Wages, Health and Supplemental Benefits", then the monthly installment payable hereunder shall be reduced by $200.00 for each day the Contractor fails to provide said information.

H. If the Contractor fails to provide the Superintendent with the approved renewal certificates of insurance no less than fifteen (15) days prior to the expiration date of each policy as required hereunder, then the monthly installment payable hereunder shall be reduced by $200.00 for each day such certificates are past due.

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

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

K. If the Contractor fails to provide and maintain in proper working order as determined by the Superintendent any significant item of equipment such as floor machines etc. as determined by the Superintendent that is required hereunder, then the monthly installment payable hereunder shall be reduced by $100.00 for each day, or part thereof during said month during which any triple action machine, single action machine, or other significant item of equipment as determined by the Superintendent is not provided and operable.

L. If the Contractor fails to provide and maintain any snow blower or any other item of snow removal equipment in proper working order as determined by the Superintendent, the monthly installment payable hereunder shall be reduced by $75.00 for each day, or part thereof during said month, during which any such snow blower is not so provided and operable.

M. If the Contractor shall fail to submit to the Superintendent the Contractor's Safety Program report within thirty (30) days as described herein then the monthly installment payable hereunder shall be reduced by $50.00 for each day that the Contractor fails to submit the report.

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

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

6. Insurance

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

Commercial General Liability Insurance - $2 million combined single limit per occurrence for bodily injury and property damage liability.

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

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-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 conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . 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

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

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

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

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

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. ***[CITS#4463N]***

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

The Superintendent/Manager shall have the right, at any time and from time to time in their sole discretion, to increase and/or decrease the frequencies of all or any part of the services required hereunder 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 Superintendent/Manager decides to change any frequencies or areas such change shall be by written notice not less than seven (7) calendar 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 Superintendant/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 Superintendant/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 changes 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 Superintendent/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 Superintendent/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 Superintendent/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 Superintendent/Manager as required herein. The Contractor shall promptly furnish to the Superintendent/Manager such bills of sale and other instruments as the Superintendent/Manager may require, executed, acknowledged and delivered, assuring to the Superintendent/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 Superintendent/Manager shall have the authority to decide all questions in connection with the Extra Work. The exercise by the Superintendent/Manager of the powers and authorities vested in him/her by this section shall be binding and final upon PATH and the Contractor.

The Contractor shall submit all reports, records and receipts as are requested by the Superintendent/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 Superintendent/Manager within twenty-four (24) hours of performing the work that he so considers as Extra Work, and failure of the Contractor to provide said notice shall be a waiver of any claim to an increase in compensation for such work and a conclusive and binding determination that it is not Extra Work.

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Superintendent/Manager within twenty-four (24) hours following the receipt of written or verbal notice from the Superintendent/Manager, or in the case of an emergency as determined by the Superintendent/Manager, within four (4) hours following the receipt by the Contractor of the Superintendent/Manager's written or oral notification. Where oral notification is provided hereunder, the Superintendent/Manager shall thereafter confirm the same in writing.

All Extra Work shall be billed to PATH 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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2. NAME AND RESIDENCE OF PRINCIPALS SHEET 3
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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 TRI-B Industries

Bidder's Address 733 Ridgedale Avenue

City, State, Zip East Hanover, NJ 07936

Telephone No. (973) 599.9393 FAX (973) 599.9399

Email Serge@modernclean.com EIN# Exemption (1/4)

SIGNATURE [signature] Date 04.04.14

Print Name and Title SERGIO BENVENUTO Jr.

ACKNOWLEDGEMENT:

STATE OF: New Jersey

COUNTY OF: MORRIS

On this 4th day of April, 2014, personally came before me, SERGIO BENVENUTO Jr, who duly sworn by me, did depose that (s)he has knowledge of the matters herein stated and they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

[signature]
Notary Public

GISELLE M. KOVACH
ID # 2400867
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/29/2015

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

Bidder 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: 2010 (indicate which one and date).

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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)
SERGIO BENVENUTO JR.	CEO	
		Exemption (1)
HUGO BENVENUTO	VP	
ALDO BENVENUTO	Secretary	

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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 (monthly lump sum, square footage, hourly price) 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 for that amount in the space provided, the Port Authority reserves the right to insert the appropriate Unit Price (monthly lump sum, square footage, hourly price) and use it compute the Estimated Annual Contract Price for that year.

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	$165,180.67	=	$1,982,168.10

SNOW REMOVAL	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Snow Removal	600 hours X	$46.57	=	$27,944.04
Special Project Cleaning	800 hours X	$46.57	=	$37,258.72
Special Event Cleaning	120 Hours X	$46.57	=	$5,588.81

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Cleaner Services	100 hours X	$46.57	=	$4,657.34
Machine Scrub	1,000 sq. ft. X	$0.05	=	$46.57
Strip and Refinish	1,000 sq. ft. X	$0.09	=	$93.15
Spray Buff	1,000 sq. ft. X	$0.05	=	$46.57
Steam Clean	1,000 sq. ft. X	$0.05	=	$46.57
Shampooing	200 sq. ft. X	$0.23	=	$46.57
Vacuuming	500 sq. ft. X	$0.03	=	$15.52
Glass, Wash and Rinse	500 sq. ft. X	$0.25	=	$125.00

(A) Estimated Annual Contract Price – Year One $ 2,058,036.94
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

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YEAR TWO

MONTHLY ROUTINE & PERIODIC CLEANING	MONTHS	PRICE PER MONTH		ESTIMATED YEAR TWO PRICE
Monthly Lump Sum Price	12 X	$168,838.74	=	$2,026,064.97

SNOW REMOVAL	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Snow Removal	600 hours X	$ 47.79	=	$ 28,674.75
Special Project Cleaning	800 hours X	$ 47.79	=	$ 38,233.00
Special Event Cleaning	120 Hours X	$ 47.79	=	$ 5,734.95

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Cleaner Services	100 hours X	$ 47.79	=	$ 4,779.13
Machine Scrub	1,000 sq. ft. X	$ 0.05	=	$ 47.79
Strip and Refinish	1,000 sq. ft. X	$ 0.10	=	$ 95.58
Spray Buff	1,000 sq. ft. X	$ 0.05	=	$ 47.79
Steam Clean	1,000 sq. ft. X	$ 0.05	=	$ 47.79
Shampooing	200 sq. ft. X	$ 0.24	=	$ 47.79
Vacuuming	500 sq. ft. X	$ 0.03	=	$ 15.93
Glass, Wash and Rinse	500 sq. ft. X	$ 0.25	=	$ 125.00

(B) Estimated Annual Contract Price – Year Two $ 2,103,914.47
(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	$173,072.53	=	$ 2,076,870.40

SNOW REMOVAL	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Snow Removal	600 hours X	$ 49.15	=	$ 29,490.97
Special Project Cleaning	800 hours X	$ 49.15	=	$ 39,321.30
Special Event Cleaning	120 Hours X	$ 49.15	=	$ 5,898.19

EXTRAORDINARY CLEANING SERVICES	ESTIMATED YEAR ONE QUANTITIES	YEAR ONE PRICE		ESTIMATED YEAR ONE PRICE
Cleaner Services	100 hours X	$ 49.15	=	$ 4,915.14
Machine Scrub	1,000 sq. ft. X	$ 0.05	=	$ 49.15
Strip and Refinish	1,000 sq. ft. X	$ 0.10	=	$ 98.30
Spray Buff	1,000 sq. ft. X	$ 0.05	=	$ 49.15
Steam Clean	1,000 sq. ft. X	$ 0.05	=	$ 49.15
Shampooing	200 sq. ft. X	$ 0.25	=	$ 49.15
Vacuuming	500 sq. ft. X	$ 0.03	=	$ 16.38
Glass, Wash and Rinse	500 sq. ft. X	$ 0.25	=	$ 125.00

(C) Estimated Annual Contract Price – Year Three $ 2,156,932.32
(Sum of Monthly Routine & Periodic Cleaning, Snow Removal, and Extraordinary Cleaning Services)

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PRICE SUMMARY

A) ESTIMATED ANNUAL CONTRACT PRICE – YEAR ONE $2,058,036.96

B) ESTIMATED ANNUAL CONTRACT PRICE – YEAR TWO $2,103,914.47

C) ESTIMATED ANNUAL CONTRACT PRICE – YEAR THREE $2,156,932.32

D) TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE:

$ 6,318,883.75

(Sum of Items A + B + C = D)

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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.

NOTE: All calculations should be based on 2,080 annual hours.

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR ONE

CLEANER
MINIMUM HOURLY WAGE: $23.64/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 23.68
NUMBER OF EMPLOYEES 12

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.30

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.00	11
VACATION ALLOWANCE	$ 1.46	15
SICK TIME ALLOWANCE	$ 0.91	10
PENSION	$ 2.42	
WELFARE	$	
OTHER SUPPLEMENTAL BENEFITS	$ .77	
SPECIFY Union Center/Birthday/Annuity/Legal TRAINING		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 37.54	subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.10
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.40
GENERAL LIABILITY INSURANCE	$ 1.79
DISABILITY INSURANCE	$ .03
OTHER TAXES AND INSURANCE	$
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.07
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ .83
SPECIFY DIRECT EXPENSES	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.82

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 48.24

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

BIDDER NAME: TRI-B Industries BID NUMBER 87072

YEAR TWO

CLEANER
MINIMUM HOURLY WAGE: $23.85/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 24.26
NUMBER OF EMPLOYEES 12

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.68

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.03	11
VACATION ALLOWANCE	$ 1.49	15
SICK TIME ALLOWANCE	$ 0.93	10
PENSION	$ 2.52	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.78	

SPECIFY UNIONCENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING
SUB TOTAL (ITEMS # 1, 2 & 3) $ 38.69 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.15
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.43
GENERAL LIABILITY INSURANCE	$ 1.83
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø

SPECIFY _____

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.07
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø

OTHER COMPONENTS NOT SPECIFIED ABOVE $ 0.83
SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.75

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 49.43

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR THREE

CLEANER
MINIMUM HOURLY WAGE: $24.07/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 24.83
NUMBER OF EMPLOYEES 12

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 8.06

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.05	11
VACATION ALLOWANCE	$ 1.53	15
SICK TIME ALLOWANCE	$ 0.96	10
PENSION	$ 2.62	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.79	
SPECIFY UNIONCENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 39.83	subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.20
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.46
GENERAL LIABILITY INSURANCE	$ 1.87
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.07
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.83
SPECIFY DIRECT EXPENSES	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.81

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 50.77

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR ONE

LEAD CLEANER
MINIMUM HOURLY WAGE: $25.16/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 25.68
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.30

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.09	11
VACATION ALLOWANCE	$ 1.58	15
SICK TIME ALLOWANCE	$ 0.99	10
PENSION	$ 2.42	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ .80	

SPECIFY UNION CENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING
SUB TOTAL (ITEMS # 1, 2 & 3) $ 39.85 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.28
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.51
GENERAL LIABILITY INSURANCE	$ 1.94
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø

SPECIFY _____

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.08
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$
ROLL CALL	$

OTHER COMPONENTS NOT SPECIFIED ABOVE $ 0.87
SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.82

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 51.01

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR TWO

LEAD CLEANER
MINIMUM HOURLY WAGE: $25.39/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 26.29
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.68

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.11	11
VACATION ALLOWANCE	$ 1.62	15
SICK TIME ALLOWANCE	$ 1.01	10
PENSION	$ 2.52	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.80	

SPECIFY VNIONCENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING
SUB TOTAL (ITEMS # 1, 2 & 3) $ 41.03 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.33
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.55
GENERAL LIABILITY INSURANCE	$ 1.98
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$

SPECIFY

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.08
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.84

SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.75

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 52.25

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR THREE

LEAD CLEANER
MINIMUM HOURLY WAGE: $25.62/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 27.01
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 8.06

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.14	11
VACATION ALLOWANCE	$ 1.66	15
SICK TIME ALLOWANCE	$ 1.04	10
PENSION	$ 2.62	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.81	
SPECIFY UNIONCENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 42.35	subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.40
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.59
GENERAL LIABILITY INSURANCE	$ 2.04
DISABILITY INSURANCE	$ Ø.03
OTHER TAXES AND INSURANCE	$ Ø
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.08
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.84
SPECIFY DIRECT EXPENSES	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.81

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 53.79

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR ONE

SUPERVISOR
MINIMUM HOURLY WAGE: $25.82/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 25.82
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.29

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.09	11
VACATION ALLOWANCE	$ 1.49	15
SICK TIME ALLOWANCE	$ 0.89	6
PENSION	$ Ø	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ Ø	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 34.58 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.25
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 0.08
GENERAL LIABILITY INSURANCE	$ 1.91
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$
ROLL CALL	$
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.57
SPECIFY DIRECT EXPENSES	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.82

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 44.03

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR TWO

SUPERVISOR
MINIMUM HOURLY WAGE: $26.05/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 26.05
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.29

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.10	11
VACATION ALLOWANCE	$ 1.50	15
SICK TIME ALLOWANCE	$ 0.90	6
PENSION	$ 0	
WELFARE	$ 0	
OTHER SUPPLEMENTAL BENEFITS	$ 0	
SPECIFY		
SUB TOTAL (ITEMS # 1, 2 & 3)	$ 34.84	subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.27
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 0.08
GENERAL LIABILITY INSURANCE	$ 1.93
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ 0
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ 0
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ 0
SUPPLIES	$ 0.75
RELIEF	$ 0
ROLL CALL	$ 0
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.57
SPECIFY DIRECT EXPENSES	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.75

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 44.25

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR THREE

SUPERVISOR
MINIMUM HOURLY WAGE: $26.29/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 26.29
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 5.29

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.11	
VACATION ALLOWANCE	$ 1.52	
SICK TIME ALLOWANCE	$ 0.91	
PENSION	$ Ø	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ Ø	
SPECIFY		

SUB TOTAL (ITEMS # 1, 2 & 3) $ 35.12 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.29
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 0.08
GENERAL LIABILITY INSURANCE	$ 1.95
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø
SPECIFY	

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.57
SPECIFY DIRECT EXPENSE	

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.81

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 44.63

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR ONE

LEAD SUPERVISOR
MINIMUM HOURLY WAGE: $26.49/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 26.50
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.30

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.12	11
VACATION ALLOWANCE	$ 1.63	15
SICK TIME ALLOWANCE	$ 1.02	10
PENSION	$ 2.42	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ .50	

SPECIFY Union Center/Birthday/Annuity/Legal Training
SUB TOTAL (ITEMS # 1, 2 & 3) $ 40.49 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.35
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.56
GENERAL LIABILITY INSURANCE	$ 2.00
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø

SPECIFY

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$
ROLL CALL	$

OTHER COMPONENTS NOT SPECIFIED ABOVE $ 0.57
SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.82

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 51.60

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR TWO

LEAD SUPERVISOR
MINIMUM HOURLY WAGE: $26.72/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 27.12
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 7.68

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.15	11
VACATION ALLOWANCE	$ 1.67	15
SICK TIME ALLOWANCE	$ 1.04	10
PENSION	$ 2.52	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.50	

SPECIFY UNIONSCENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING
SUB TOTAL (ITEMS # 1, 2 & 3) $ 41.68 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.41
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.60
GENERAL LIABILITY INSURANCE	$ 2.04
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø

SPECIFY _____

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø

OTHER COMPONENTS NOT SPECIFIED ABOVE $ 0.57
SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.75

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 52.85

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

BIDDER NAME: TRI-B Industries BID NUMBER 37072

YEAR THREE

LEAD SUPERVISOR
MINIMUM HOURLY WAGE: $26.97/hr
FULL-TIME EMPLOYEE

ITEM# 1
AVERAGE HOURLY DIRECT WAGES $ 27.86
NUMBER OF EMPLOYEES 1

ITEM #2
AVERAGE HEALTH BENEFITS
HEALTH $ 8.06

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

		NUMBER OF DAYS PROVIDED
HOLIDAY ALLOWANCE	$ 1.18	11
VACATION ALLOWANCE	$ 1.71	15
SICK TIME ALLOWANCE	$ 1.07	10
PENSION	$ 2.102	
WELFARE	$ Ø	
OTHER SUPPLEMENTAL BENEFITS	$ 0.50	

SPECIFY UNION CENTER/BIRTHDAY/ANNUITY/LEGAL TRAINING
SUB TOTAL (ITEMS # 1, 2 & 3) $ 43.01 subtotal 1, 2 & 3

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

F.I.C.A.	$ 2.47
N.Y.S.U.I./ N.J.S.U.I.	$ 0.34
F.U.I.	$ 0.03
WORKERS' COMPENSATION	$ 1.04
GENERAL LIABILITY INSURANCE	$ 2.10
DISABILITY INSURANCE	$ 0.03
OTHER TAXES AND INSURANCE	$ Ø

SPECIFY _____

ITEM #5
AVERAGE ADDITIONAL COMPONENTS
(IF APPLICABLE)

VEHICLE/MTCE/FUEL	$ Ø
UNIFORMS	$ 0.12
EQUIPMENT	$ 0.53
MATERIALS	$ Ø
SUPPLIES	$ 0.75
RELIEF	$ Ø
ROLL CALL	$ Ø
OTHER COMPONENTS NOT SPECIFIED ABOVE	$ 0.57

SPECIFY DIRECT EXPENSES

AVERAGE GENERAL ADMINISTRATIVE COSTS, OVERHEAD AND PROFIT $ 2.81

TOTAL (ITEMS # 1, 2, 3, 4 & 5) $ 54.41

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 World Trade Center PATH Station, New York, NY.

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 PATH World Trade Center Station, to include such areas as described herein and all other buildings and properties associated therewith as described in this Contract.

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

3. 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
Cleaner	$23.64 (per hour)	$23.85 (per hour)	$24.07 (per hour)
Lead Cleaner	$25.16 (per hour)	$25.39 (per hour)	$25.62 (per hour)
Supervisor	$25.82 (per hour)	$26.05 (per hour)	$26.29 (per hour)
Lead Supervisor	$26.49 (per hour)	$26.72 (per hour)	$26.97 (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 the Health Benefits accepted by the Port Authority 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 Pricing Sheet(s) and accepted by the Port Authority, 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 or enrollment fees:
   i. The Contractor's and Subcontractors' Employees and their families are covered under a health benefit plan paid for and provided by the Contractor;
   ii. The Contractor's and Subcontractors' Employees and their families are covered by a union benefit plan authorized under the Taft Hartley Act 29 USCA Section 186 (c);
   iii. The Contractor's and Subcontractors' Employees and their families are covered by a government health benefits program, including, but not limited to Healthy New York, Child Health Plus and NJ FamilyCare.

5) Health Benefits shall be provided to Full Time Employees (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 the Pricing Sheet(s) 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 Pricing Sheet(s) and accepted by the Port Authority (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. Materials, Supplies and Equipment

. Materials and supplies to be provided by the Contractor hereunder shall include, but shall not be limited to, detergents, degreasers, soaps, sanitizers, deodorizers, paper products, floor finishes, strippers, stripping pads, buffing pads, brushes, brooms, mops, squeegees, buckets, dust cloths, plastic bags, heavy duty trash liners, 3 millimeters thick 36" x 60", carton containing 100 bags or PATH approved equal, polishes, sponges, paper picks, and grease/oil absorbent (speedi-dri), graffiti removal and glue removal products.

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.

B. Equipment to be provided by the Contractor hereunder shall include, but shall not be limited to, a minimum of two (2) floor scrubbers and polishers (commonly known as single action floor machines), wet/dry vacuums, a minimum of three (3) battery operated triple action machines, carpet shampoo equipment, Treadmaster escalator cleaning machine or PATH approved equal, a minimum of two (2) hot water steam pressure washers capable of delivering 180 degree water temperature at 3000 p.s.i. with a flow rate of 4 gallons per minute, Alcota model 5305EB or PATH approved equal with maximum dimensions of 30" wide and 48" long and a weight of less than 1000 lbs., walk behind wet vacuum cleaners, stair cleaning machines one eight (8) horsepower, two (2) stage snow blower and a minimum of twelve (12) salt spreaders.

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 Superintendent 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 PATH.

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

E. The Contractor shall retain any revenues derived from the sale of sanitary napkins; however, the price for each such item shall be subject to the approval of the Superintendent and, until further notice, shall not exceed $ .25 per item unless otherwise authorized by the Superintendent.

F. The Superintendent 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 specifications for Roll paper Towels and Toilet Tissue are as Follows:

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 to an area designated by the Superintendent. 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. PATH 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.

Toilet tissue shall be double-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 order 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 02./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.

H. PATH 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. Therefore, the Bidder shall not include costs for the aforementioned items in its bid.

5. Management and Supervision

A. The Contractor shall assign a Resident Manager whose presence at the Site of the Work is required during the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, excluding PATH holidays and at such other times as the Superintendent may require. However, the Superintendent reserves the right to change or rotate the work schedule on a as needed basis to reflect changing job situations.

The Resident Manager so assigned shall serve as the Contractor's representative at the Site of the Work and shall have day-to-day responsibility for ensuring that all Work required hereunder is performed in the manner and at the times specified. Such responsibility shall include, but shall not be limited to, regular inspection of all areas in which Work is being performed hereunder; overall supervision of assigned staff; scheduling of Work; ordering of equipment, material and supplies and training of employees. The Resident Manager shall also be available to the Superintendent at such times as the Superintendent 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 Superintendent may wish to transmit.

The Contractor shall provide the following supervisory personnel at a minimum: during the hours ("Tours") of 7:00 a.m. to 3:30 p.m., one (1) Lead Cleaner; 3:00 p.m. to 11:30 p.m., one (1) Supervisor and during the hours of 11:00 p.m. to 7:30 a.m., one (1) Lead Supervisor, Monday through Friday, excluding PATH holidays and one (1) Supervisor per shift on Saturday, Sunday and PATH holidays. The supervisory personnel shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Superintendent at the Facility, regarding the performance of the work specified in the Contract and job inspection tours of the premises.

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

C. The Resident Manager and Supervisor assigned hereunder shall be able to speak and write in the English language.

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

E. The 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 Superintendent with such proof of prior experience, including references, as the Superintendent 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.

F. Notwithstanding the above, if an individual demonstrates exceptional ability, PATH may waive the requirement of five (5) years prior experience with respect to such individual.

G. The Contractor's Resident Manager, Supervisors, Lead Cleaner and at least one Station Worker per shift, shall be provided by the Contractor with a Nextel cell phone/radio or PATH approved equal and shall respond to the Superintendent within fifteen (15) minutes of receiving notice. The Contractor shall provide the Superintendent with a list of cell phone numbers of the Contractor's Resident Manager, Supervisors and Lead Cleaners who perform services hereunder at the commencement of this Contract.

H. Primary residence telephone numbers and alternate telephone numbers shall be made available to the Superintendent for all personnel employed by the Contractor for use in emergency notifications and shall be updated as necessary.

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

J. The Lead Supervisor is responsible for oversight of all aspects of project cleaning on the Mid-Night Tour throughout the station to include periodic detailed cleaning and any other duties assigned.

K. The cost for the Resident Manager shall be borne by the Contractor as an included cost in the monthly lump sum and shall not be separately billable hereunder.

6. 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 PATH, 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 Superintendent, 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 Superintendent determines is adverse to the public interest or to the best interest of PATH, the Contractor shall remove any such personnel within twenty-four (24) hours, upon notice from PATH.

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 Superintendent's staff.

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

7. Training Requirements

As operator of the PATH Rail System, PATH is concerned with providing assistance and information, if required, as well as maintaining a clean and safe environment for its employees, tenants and the traveling public.

It shall be the responsibility of the Contractor to ensure that all of its employees performing the Work hereunder receive training as specified below. The ongoing training program (referenced to herein as the "training program"), shall be conducted in English and the predominant language spoken by the Contractor's employees so as to be understood by the Contactor's employees and will focus on Customer Service, On-Track Safety, General Safety, Supervisory and Technical Skills. A brief description of the requirements of the various components of the training program are as follows:

(1) On-Track Safety Program:
The Federal Railway Act (FRA) requires that anyone working in or adjacent to track areas, participate in an on-track safety program (referred to herein as the "on-track safety program") which describes the safety rules, operating rules and special instructions that have been developed to protect workers from accidents and casualties caused by moving rail cars, locomotives or roadway maintenance machines. The contractor's Quality Control Manager shall take and pass the FRA "trainer" test once per year and conduct the classes with all Contractor's personnel that require this training. Upon the successful completion of this four (4) hour on-track safety program, a track safety certification will be given to each employee and track safety certification shall be renewed on a yearly basis. The on-track safety program and track safety certification is mandatory for all janitorial contract employees performing shop floor cleaning of areas at the Harrison Car Maintenance Facility and those performing platform tactile strip cleaning throughout the PATH system hereunder. The Resident Manager and designated Supervisors shall also obtain and keep current their on-track safety certification. PATH will provide yearly on-track training program for the Quality Control Manager and he or she will be responsible for the track safety certification of all employees required to have FRA training.

(2) General Safety:
The Contractor's Quality Control Manager shall hold monthly "tool box" general safety meetings (referred to herein as "General Safety Meetings") with its employees to remind the employees of general safety practices in the workplace, such as the proper use of gloves, goggles, wet floor signs, cleaning equipment, etc. PATH has developed a list of twenty-five (25) safety issues and practices, which the Contractor shall discuss with its workers on a

periodic basis to emphasize and enforce the use of safety practices in the workplace. The requirements of this clause are subject to the Superintendent's or his designee's, ongoing approval.

On a monthly basis, the Contractor shall provide the Superintendent with an outline of the dates and times general safety meetings will be held, the safety topics to be discussed, who will conduct meeting and which employees will be in attendance.

Such general safety meetings will not exceed one (1) hour each and will be conducted at no expense to PATH. PATH will provide access for such meetings to be held and will be available to offer instruction on PATH related subjects.

(3) Supervisory:
The Contractor's Supervisors shall have training in basic Supervisory Skills, Labor Relations, Motivation, Team Building, and Managing People. The Contractor shall submit to the Superintendent a schedule for such supervisory training within thirty (30) days of the award of this Contract. The required supervisory training shall be completed within six (6) months of the Contract start date. Any newly hired or promoted Supervisory personnel 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 PATH.

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

Within one (1) month following the commencement date of this Contract, the Contractor shall submit a Training Plan for the Training Program hereunder to the Superintendent for approval and upon the Superintendent'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 shall be concluded within one (1) month of the Superintendent's approval of the Contractor's training plan unless the Superintendent determines otherwise.

(5) Security Awareness

PATH will provide initial Security Awareness training, two and a half hours (2.5) hours in duration, for the Contractor's employees performing the required services hereunder, such training to include, but not be limited to the reporting of suspicious or unusual activity at the site of the work and the handling of emergency evacuations from station and trains, and the cost of such initial Security Awareness training will be borne by PATH for those employees who have successfully completed such initial training as determined by the Superintendent. The Contractor shall utilize PATH's Safety Awareness training as a basis for continued training of the Contractor's staff performing services hereunder every three (3) months and the cost of such continued training shall be borne by the Contractor.

8. Customer Service Program

All of the Contractor's employees performing the Work hereunder shall attend a PATH provided training session in Customer Service Relations, which shall be approximately one (1) hour in duration and which will be at no cost to the Contractor. The training is currently held at Journal Square Technical Center (JSTC).

9. Routine and Periodic Cleaning

Exhibit A, specifies the minimum required routine and project cleaning and frequencies, attached hereto as paragraph 20 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 Superintendent.

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 Superintendent shall have the right to specify the week and month during which such work shall commence. However, failure of the Superintendent to give such directions shall not relieve the Contractor of his obligations to perform such Work at the frequencies set forth in these Specifications.

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

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

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

3 x year – Items marked "3 x yr." shall be cleaned three times each year, but the Contractor shall allow at least 108 calendar days to elapse between cleanings.

4 x year - Items marked "4 x yr." shall be cleaned four times each year, but the Contractor shall allow at least 80 calendar days to elapse between cleanings.

5 x year – Items marked "5 x yr." shall be cleaned five times each year, but the Contractor shall allow at least 66 calendar days to elapse between cleanings

6 x year - Items marked "6 x yr." shall be cleaned every other month, but the Contractor shall allow at least 56 calendar days but no more than 60 calendar days to elapse between cleanings.

8 x year – Items marked "8 x yr." shall be cleaned eight times each year, but the Contractor shall allow at least 45 calendar days to elapse between cleanings

9 x year - Items marked "9 x yr." shall be cleaned nine times each year. The Contractor shall allow at least 40 calendar days to elapse between cleanings in the months when cleaning so marked is required.

10 x per year - Items marked "10 x per year" shall be cleaned ten times each year, but the Contractor shall allow at least 25 calendar days to elapse between cleanings.

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

13 x year – Items marked "13 x yr." shall be cleaned thirteen times each year, but the Contractor shall allow at least 25 calendar days to elapse between cleanings.

18 x year - Items marked "18 x yr." shall be cleaned eighteen times each year, but the Contractor shall allow at least 19 days calendar days to elapse between cleanings.

20 x year - Items marked "20 x yr." shall be cleaned twenty times each year, but the Contractor shall allow 18 calendar days to elapse between cleanings.

26 x year – Items marked "26 x yr." shall be cleaned twenty-six times each year, but the Contractor shall allow at least 14 calendar days to elapse between cleanings.

48 x year - Items marked "48 x yr." shall be cleaned once a week except for those four occasions per year during which a different cleaning operation to the same area is scheduled. The Contractor shall allow at least 4 calendar days to elapse between cleanings for the weeks when cleaning so marked is required.

52 x year - Items marked "52 x yr." shall be cleaned once each week, but the Contractor shall allow at least 4 calendar days but no more than 7 calendar days to elapse between cleanings.

150 x year - Items marked "150 x yr." shall be cleaned approximately three times per week, but the Contractor shall allow at least one calendar day to elapse between cleanings.

156 x year – Items marked "156 x yr." shall be cleaned one hundred fifty six times each year, but the Contractor shall allow at least 2 calendar days to elapse between cleanings

260 x year - Items marked "260 x yr." shall be cleaned every day, Monday through Friday, including Holidays.

365 x year – Items marked "365 x yr." Shall be cleaned every day of the calendar year, Monday through Sunday, holidays included.

10. Extraordinary Cleaning Services

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

11. Staffing Requirements

Staffing requirements shall be submitted in accordance with the below requirements and approved by PATH:

Monday – Friday: Full-Time Staff

- A.M. Tour — three (3) Cleaners , one (1) Lead Cleaner, and one (1) Resident Manager
- P.M. Tour — three (3) Cleaners, one (1) Supervisor
- Mid-Night Tour — six (6) Cleaners, one (1) Lead Supervisor

Weekend: Part-time Staff

- A.M. Tour — three (3) Cleaners, one (1) Supervisor
- P.M. Tour — three (3) Cleaners, one (1) Supervisor
- Mid-Night Tour — three (3) Cleaners, one (1) Supervisor

The above tours are defined as follows:

- A.M. Tour is between the hours of 7:00 A.M. to 3:30 P.M.
- P.M. Tour is between the hours of 3:00 P.M. to 11:30 P.M.
- Mid-Night Tour is between the hours of 11:00 P.M. to 7:30 A.M.

12. Employee Uniforms and Appearance

Uniforms must be worn at all times during which work is being performed. The Contractor agrees that his employees will present a neat, clean and orderly appearance at all times. The Contractor shall cause its employees to change to freshly cleaned uniforms at least three (3) times a week and

it will supply its employees with sufficient uniforms to comply with said requirements. Uniforms shall include PATH'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 Superintendent. All Cleaners performing services hereunder shall wear light blue shirts, navy blue trousers, black shoes, aprons (female cleaners) and light cotton shirts (T-shirts) for warm weather conditions. Lead Cleaners performing services hereunder shall wear light blue stripped shirts, navy blue trousers, black shoes and navy blue baseball caps with the Contractor's logo. All supervisors performing services hereunder on the all shifts shall wear grey polo shirts, charcoal grey Dickey pants and black boots or dress shoes. The Contractor shall provide lightweight windbreakers with the Contractor's logo or name embroidered to its Supervisors providing service hereunder. The Contractor shall 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 waterproof "Parka" coats with hoods and gloves to all of its employees required to perform any function outdoors relating to this Contract during the months of November through April during each year of this Contract.

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

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

13. Breakdown, Malfunction or Damage

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

14. Site Specific Recycling and Trash Removal

All garbage, debris and other waste material (whether solid or liquid) arising out of or in connection with the Contractor's operations hereunder shall be placed in a dumpster to be provided by the PATH, at a location at the site of the work to be designated by the PATH, 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.

PATH has a source separation recycling program in effect. The Contractor will be required to pick-up and transport certain designated recyclable materials to the appropriate dumpster to conform to recycling requirements. The Contractor shall be responsible for breaking down cardboard for disposal in recycling dumpsters.

15. Scheduling of Work

A. With respect to all Periodic Work covered by this Contract, the Contractor shall submit to the Superintendent 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 persons to be assigned to each shift, and such other information as PATH may from time to time require, which report shall be subject to the continuing approval of the Superintendent. 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 Superintendent a written report of any changes in the aforesaid scheduling it contemplates making during the course of any three month period, but no changes shall be made without the prior approval of the Superintendent.

In addition, at the request of the Superintendent, the Contractor shall submit a detailed plan, listing each daily routine and specifically addressing the policing and thorough cleaning of all areas hereunder including, but not limited to, the polishing of all stainless steel, chrome and metals.

C. The Contractor shall, within twenty-four (24) hours comply with any oral or written requests given by the Superintendent to correct or remedy a condition or situation deemed by the Superintendent to require action. Immediate response shall be expected of the Contractor's personnel for any condition or situation determined by the Superintendent to constitute any emergency. The Contractor shall submit to the Superintendent 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 Superintendent may have, during the preceding month, requested the Contractor to correct or remedy.

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

16. Space Provided the Contractor

PATH will furnish the Contractor with non-exclusive locker space, office space and lavatory and rest room facilities for use by the personnel performing the Work required hereunder. PATH will also provide the Contractor with space for the storage of the Contractor's cleaning equipment, materials and supplies as well as electricity and water for performing the work hereunder. Said facilities and space shall be designated by the Superintendent and may be changed at any time at his discretion. Janitorial closets are to be kept locked at all times.

PATH 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 PATH may be obligated or have the right to do under this Contract or otherwise. Without

limiting the generality of the foregoing, PATH 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 PATH be deemed necessary or advisable.

17. Safety Provisions

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

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage 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 site of work, including, but not limited to the JSTC, HCMF, and the Consolidated Shop, 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 Superintendent, for review and approval, the Contractor's Safety Program which shall comply with all applicable Federal, state, municipal and local regulations pertaining to employee safety and Right-to-Know and shall include, among other things, the designation by the Contractor of a qualified individual who will administer such Safety Programs.

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

18. Inclement Weather Requirements – Snow Removal

When and as directed by the Superintendent, the Contractor shall completely and expeditiously remove any snow, ice or sleet from such exterior areas of the Site of the Work as the Superintendent may designate and he shall keep such areas free from further accumulations. Exterior areas shall include, but shall not be limited to, pedestrian crosswalks and building entrances, all entrance stairs and ramps to all train platform areas, train platforms, train station entrances and pedestrian passageways. The Contractor shall keep the aforesaid areas at all times, free from snow, ice and sleet. Upon the oral direction of the Superintendent, the Contractor shall promptly use deicing material on such of the aforesaid areas and in such a manner as specified by the Superintendent.

Snow which is so removed shall be deposited by the Contractor in such areas at the Site of the Work as the Superintendent 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.

In the event that PATH, from time to time, makes available to the Contractor snow clearance equipment for use by the Contractor in its snow clearance services as required, the Contractor agrees that it shall use such equipment in performing such operations. PATH shall have no obligation however, to provide any such equipment to the Contractor and the obligation of the Contractor to provide all necessary snow shovels, snow blowers, cyclone spreaders, brooms, ice choppers and other equipment required for the prompt and efficient furnishing of all janitorial services hereunder shall not be deemed waived or limited by the foregoing provision. If such equipment is provided by PATH, the Contractor shall take good care of such equipment during its period of use and shall, promptly after using such equipment return such equipment to a location designated by the Contractor, normal wear and tear excepted. The Contractor shall ensure the proper use of equipment supplied by the Contractor and that such equipment is available at such times as are necessary to fulfill the requirements of this Contract.

Within four (4) hours of the Superintendent's request, the Contractor shall provide such separate personnel as are deemed necessary by the Superintendent for the performance of services required under this numbered clause. Compensation for each hour expended by such additional personnel in the performance of such services shall be at the hourly unit price as same is set forth in of the Contractor's Price Sheet. The Contractor shall maintain and shall submit such records as the Superintendent may require documenting the number of hours expended by each such employee in the performance of services required by this numbered clause.

Sand and/or deicing materials shall be applied by the Contractor to such exterior areas as the Superintendent may direct. Such materials will be provided by PATH at no cost 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 Superintendent. The Contractor shall also submit weekly usage reports to the Superintendent detailing all sand and/or deicing material utilized by the Contractor for the week covered. PATH reserves the right to provide, and to direct that the Contractor utilize, such heavy equipment as the Superintendent may deem necessary for the performance of services required under this numbered clause. The determination as to whether such equipment is required shall be solely within the discretion of the Superintendent. The Contractor shall properly maintain any equipment so provided and shall promptly return such equipment following its period of use, to the location at the Site of the Work designated by the Superintendent, in the same condition as it was delivered to the Contractor, normal wear and tear excepted.

During periods of inclement weather and within twenty (20) minutes of the oral request by the Superintendent, the Contractor shall place rubber mats with ends taped down, on the entrance areas of the Site of the Work, such mats (but not the tape) will be supplied by PATH at the commencement of the Contract and shall be stored and cleaned by the Contractor in the space provided and shall be returned to PATH upon the expiration or earlier revocation or termination of the Contract.

19. Exhibit A - Minimum Required Routine and Project Cleaning Frequencies

PERIODIC CLEANING - WORLD TRADE CENTER STATION

The Contractor shall perform periodic cleaning and at the frequencies set forth below; however, such frequencies shall not include prior Work performed by the Contractor and determined by the Superintendent to be unsatisfactory and requested to be repeated. With the exception of glass cleaning, which shall be performed between the hours of 10:00 a.m. and 2:00 p.m. all periodic cleaning shall be performed between the hours of 10:30 p.m. and 7:00 a.m., unless otherwise determined by the Superintendent and shall include the following:

1. Steam Cleaning of various floor/ground surfaces utilizing high pressure hot water which shall be at least 180 degrees F with a PATH approved detergent and maintaining high pressure of at least 3,000 p.s.i. during the cleaning operation with high pressure hot water equipment which will all be self-contained with water, heating equipment and electrical power to perform this steam cleaning function.

   Note: PATH's productivity estimate for steam cleaning of tactile strips is approximately 625 sq. ft. per hour and the time period for such cleaning shall be between the hours of 12:30 a.m. and 5:00 a.m.; however, if the Contractor's time to complete such work is greater than that estimated herein, the Contractor will not be entitled to additional compensation

2. Machine scrubbing of various floor surfaces; however, the Contractor shall not utilize steel brushed when performing machine scrubbing on tactile strips and shall apply a cleaning stripper prior to machine scrubbing tactile strip, cleaning approximately fifty (50) feet at a time;

3. Machine Stripping and Waxing/Rinsing vinyl tile floor surfaces.

4. Spray Buffing vinyl tile surface;

5. Mopping of various floor surfaces utilizing a neutral PH cleaning solution approved by PATH;

6. Washing and Rinsing of stairways;

7. Washing and Rinsing of interior wall surfaces;

8. Thorough cleaning of elevator which shall include but not limited to cleaning of all interior and exterior surfaces (i.e., metal, glass, Formica), washing and sealing all floor surfaces, wire brushing all elevator saddles;

9. Thorough cleaning of PATH Communication Control Rooms ("C Rooms") and adjacent lavatories which shall include the following as a minimum;

   Damp wiping cabinets, air conditioner units, phones. Walls, ledges etc, vacuum lightly overhead pipes, cabinets utilizing strap –on back type vacuum, cleaning all stainless steel, sweeping and mopping all floors, damp wiping and sanitizing wash basis, commode seats and adjacent chrome fixtures, refilling all dispensers as necessary;

10. Elevator /Escalator cleaning which shall include the following as a minimum:
Procedure cleaning and polishing of all surfaces whether stainless or glass, removal of dust and debris from between ribs of stair treads, wire brushing and damp mopping all floor plates degumming, damp wiping and polishing all stair risers, side walls, handrails and ledges, dusting and damp wiping railing, stainless steel trim and escalator side panels utilizing cleaning and polishing materials approved by PATH. Treadmaster machines shall be run on each escalator at least once per week for minimum of thirty (30) minutes. Barricades shall be placed at both top and bottom of each escalator and the Tread master machine shall be properly placed and secured on the escalator step-off with steps "running away from" Treadmaster machine. The operator of the Treadmaster machine shall be thoroughly instructed in the operation of the Treadmaster machine and shall keep a log indicating which of each escalator is serviced and the duration of such service.

11. Monitor Cleaning utilizing the Monitor Cleaning Standard Operating Procedure as directed by the Superintendent, which shall include, but not limited to the following:

Materials Required:
1. Cheese cloth
2. 303 cleaner (or PATH approved equal)
3. Razor blade
4. Dead blow hammer
5. PATH approved window cleaner
6. Rags (for exterior cabinet only)
7. Cabinet keys (to be supplied by PATH)
8. Ladder

Minimum Safety Equipment Required:
1. Safety vests
2. Hard hats
3. Radio (for lead person)
4. Safety glasses
5. Gloves

Areas and frequencies for periodic cleaning:

Description of Work	Minimum Frequency	Approximate Size (Sq. Ft.)
1. Steam clean tactile strips	6 x yr.	4,600
2. Machine scrub/high pressure	18x yr.	4,600

(between wash tactile strips item 1 frequency)

Areas and frequencies for periodic cleaning:

Description of Work	Minimum Frequency	Approximate Size (Sq. Ft.)

3. Steam clean Concourse	6xyr.	70,000
4. Machine-scrub IRT underpass	6x yr.	25,000
5. Steam clean IRT underpass	6x yr.	25,000
6. Wash walls IRT underpass	12x yr.	4,000
7. Clean escalators	24x yr.	750
8. Clean elevators	24x yr.	750
9. Wash emer. stairs/walls	12x yr.	1,000
10. Wash all stairs	6x yr.	1,000
11. Machine-scrub inside fare zone	6x yr.	10,000
12. Steam clean inside fare zone	6x yr.	10,000
13. Machine-scrub outside fare zone	6x yr.	10,000
14. Steam clean outside fare zone	6x yr.	10,000
15. Clean C rooms	12x yr.	500
16. Clean E rooms	12x yr.	500
17. Machine-scrub C room floors	12x yr.	500
18. Machine-scrub E room floors	12x yr.	500
19. Monitor Cleaning	24x yr.	960
20. Strip & Refinish Employee areas	6x yr.	7,200
21. Spray-buff Employee areas	18x yr.	7,200
22. Machine-scrub corridors	12x yr.	7,200
23. Machine-scrub lavatories/lockers	12x yr.	3000
24. Wash Employee area walls	12x yr.	12000
25. Clean & Sanitize Water Coolers	4xc yr.	5

Areas and frequencies for periodic cleaning:

Description of Work	Minimum Frequency	Approximate Size (Sq. Ft.)
26. Wash & Rinse all columns	6x yr.	10,000
27. Wash pipes/ledges 6' level	2x yr.	

ROUTINE CLEANING:
Station Cleaning

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

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

The Contractor shall provide continued employee coverage, except for designated meal and relief breaks, for all Station workers. Meal and relief breaks will be staggered to ensure optimum coverage of all stations.

STATIONS

STATION #1: 7:00 a.m. to 3:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform Mezzanine, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #2: 7:00 a.m. to 3:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Concourse – ramp to street, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #3: 7:00 a.m. to 3:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform A, Track 1
Duties: Policing/Thorough Cleaning

STATION #4: 3:00 p.m. to 11:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform Mezzanine, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #5 3:00 p.m. to 11:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Concourse – ramp to street, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #6: 3:00 p.m. to 11:30 p.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform A, Track 1
Duties: Policing/Thorough Cleaning

STATION #7: 11:00 p.m. to 7:30 a.m. – one (1) Cleaners, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform Mezzanine, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #8 11:00 p.m. to 7:30 a.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Concourse – ramp to street, employee areas/miscellaneous rooms
Duties: Policing/Thorough Cleaning

STATION #9 11:00 p.m. to 7:30 a.m. – three (3) Cleaners, five (5) days per week, Monday through Friday, excluding holidays.

Areas: Concourse, train platforms, Mezzanine Level
Duties: Detail Cleaning

STATION #10 11:00 p.m. to 7:30 a.m. – one (1) Cleaner, seven (7) days per week, including Saturday, Sunday and holidays.

Areas: Platform A, Track 1
Duties: Policing/Thorough Cleaning/Operate Triple Action and Auto Burnishing Machine

EXHIBIT I

(Sample Statement)

XYZ COMPANY - Contract # _____

WAGE and BENEFITS STATEMENT

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

	Job Class 1	Job Class 2	Job Class 3	Job Class 4	Job Class 5
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		
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

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

Statement Certified by: _____

Name *Title* *Date*

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								