

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: 12/26/2013

TITLE: FLOORING SERVICES AND CARPETING – Removal, Installation & Maintenance at Various Port Authority Facilities

BID NO.: 36080

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

BID DUE DATE: January 21, 2014

TIME: 11:00 AM

PREBID MEETING: January 8, 2014

Time: 10:00 AM

Questions due by: January 10, 2014

Time: 2:00 PM

BUYER NAME: LUZ SANTANA

PHONE NO.: (201) 395-3449

FAX NO.: (201) 395-3425

EMAIL: LSANTANA@PANYNJ.GOV

BIDDER INFORMATION

(TO BE COMPLETED BY THE BIDDER)

(PLEASE PRINT)

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

____ BUSINESS CORPORATION ____ PARTNERSHIP ____ INDIVIDUAL

____ OTHER (SPECIFY): _____

INVITATION FOR BID

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- 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 an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

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

2. Form and Submission of Bid

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

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
 1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

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

3. The name and address of the Bidder's banking institution, chief banking representative handling the Bidder's account, the Bidder's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Bidder's Dun and Bradstreet number, if any, the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.
- b. Information relating to the Bidder's Prerequisites, if any, as set forth in this document.
- c. If the Bidder is a corporation: (1) a copy of its Certificate of Incorporation and, if applicable, all Amendments thereto with a written declaration signed by the Secretary of the Corporation with the corporate seal affixed thereto, stating that the copy furnished is a true copy of the Certificate of Incorporation and any such Amendments as of the date of the opening of the bid and (2) if the Bidder is not incorporated under the laws of the state in which the service is to be performed, a certificate from the Secretary of State of said state evidencing the Bidder's legal qualification to do business in that state.
- d. A statement setting forth the names of those personnel to be in overall charge of the service and those who would be exclusively assigned to supervise the service and their specific roles therein, setting forth as to each the number of years of experience and in which functions and capacities each would serve.
- e. Information to supplement any statement submitted in accordance with the Standard Contract Terms and Conditions entitled "Contractor's Integrity Provisions."
- f. In the event that the Bidder's performance on a current or past Port Authority or Port Authority Trans-Hudson Corporation (PATH) contract or contracts has been rated less than satisfactory, the Manager, Purchasing Services Division, may give oral or written notice to the Bidder to furnish information demonstrating to the satisfaction of such Manager that, notwithstanding such rating, such performance was in fact satisfactory or that the circumstances which gave rise to such unsatisfactory rating have changed or will not apply to performance of this Contract, and that such performance will be satisfactory.
- g. The Bidder recognizes that it may be required to demonstrate to the satisfaction of the Port Authority that it in fact can perform the services as called for in this Contract and that it may be required to substantiate the warranties and representations set forth herein and the statements and assurances it may be required to give.

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

13. Facility Inspection

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

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. M/WBE Subcontracting Provisions

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

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

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

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

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

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

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

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

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

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

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to 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: _____ Date: _____

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

1. Packaging

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

- ___ Use of corrugated materials that exceed the required minimum EPA recommended post-consumer recycled content
- ___ Use of other packaging materials that contain recycled content and are recyclable in most local programs
- ___ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering packaging take-back services, or shipping carton return
- ___ Reduces or eliminates materials which have been bleached with chlorine or chlorine derivatives
- ___ Eliminates any packaging that may contain polyvinyl chloride (PVC), or polystyrene or heavy metals.

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

2. Business Practices / Operations / Manufacturing

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

- ___ Recycles materials in the warehouse or other operations
- ___ Use of alternative fuel vehicles or vehicles equipped with diesel emission control devices for delivery or transportation purposes
- ___ Use of energy efficient office equipment or signage or the incorporation of green building design elements
- ___ Use of recycled paper (that meets federal specifications) in their marketing and/or resource materials
- ___ Other sustainable initiative

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

3. Training and Education

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

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

4. Certifications

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

- ___ ISO 14000 or adopted some other equivalent environmental management system
- ___ Other industry environmental standards (where applicable), such as the CERES principles, LEED Certification, C2C Protocol, Responsible Care Codes of Practice or other similar standards
- ___ Third Party product certifications such as Green Seal, Scientific Certification Systems, Smartwood, etc.

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

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

_____ Name _____ Date

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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

The Contractor shall, at the written request of Office Space Services Division of the Port Authority Real Estate Services Department, provide all labor, equipment and material to perform flooring services including, but not limited to:

1. removal and disposal of existing broadloom, carpet tile, vinyl composition tile (VCT), and vinyl wall base;
2. floor preparation;
3. installation of Port Authority supplied broadloom, carpet tile and VCT;
4. supply and installation of transition strips and vinyl wall base; and
5. all required labor, equipment and materials to complete Work Orders issued by the Port Authority.

2. Location(s) Services Required

Port Authority owned and leased facilities in New York and New Jersey, as more fully described in the definition of "Facility" in the Specifications.

3. Expected Date of Commencement of Contract

On or about May 15, 2014.

4. Contract Type

Work Order

5. Duration of Contract

Three (3) years, expiring on or about May 14, 2017.

6. Price Adjustment during Base Term (Index Based)

Not Applicable

7. Option Period(s)

There shall be up to one (1) one-year Option Period(s).

8. Price Adjustment during Option Period(s) (Index Based)

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

9. Extension Period

One (1) - 120-day Extension Period – Applicable

10. Facility Inspection - Prebid Meeting

Date and Time: *Wednesday, January 8, 2014 at 10:00AM, 225 Park Avenue South, 19th Floor, New York, NY 10003.* Please contact Yvonne Lettman at 212-435-5096 to confirm attendance and / or receive travel directions.

11. Specific Bidder's Prerequisites

- a. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of three (3) a flooring services business and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.
- b. During the time period stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least three (3) contract(s) requiring similar services of similar scope to those required under this Contract.
- c. The Bidder shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its bid, a minimum of \$100,000 annual gross income from the type of service required under this Contract.
- d. In the event a bid is submitted by a joint venture the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisite in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. The prerequisite in subparagraph (c) above, will be considered satisfied if the gross income of the joint venture itself meets the prerequisite or the gross income of the participants in the joint venture cumulatively meets the prerequisite. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally". All joint venture Bidders must provide documentation of their legal status.

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

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:

Flooring Services and Carpeting Removal, Installation & Maintenance at Various Port Authority Facilities- Three (3) Year Requirements Contract - 4600008068

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. Transportation Worker Identification Credential (For Services Performed at the Port Authority Marine Terminals)

Pursuant to the Maritime Transportation Security Act of 2006 (MTSA), Congress established the Transportation Worker Identification Credential (TWIC) Program which is administered by the Transportation Security Administration (TSA) and U.S. Coast Guard. TWICs are tamper-resistant biometric credentials that will be issued to workers who require unescorted access to secure areas of ports, vessels, outer continental shelf facilities and all credentialed merchant mariners. Prior to the start of Work, the TWIC credentials will be required in order to gain unescorted access to restricted areas at the Port Authority Marine Terminals. Therefore, the Contractor will be responsible to ensure that the Contractor and its employees, at any of the Port Authority Marine Terminals, obtain possess and display a valid TWIC photo identification card at all times. To obtain a TWIC, an employee must provide biographic and biometric information, such as fingerprints, sit for a digital photograph, successfully pass a security threat assessment conducted by TSA and be required to undergo a background screening, which includes a criminal history record

check, an immigration status confirmation and a terrorist watch list review. Additional information is available on the TSA website at <http://www.tsa.gov/twic>. Any employee who is unable to obtain and possess a valid TWIC photo identification card will be denied access to the Port Authority Marine Terminals. All costs associated with the TWIC credential shall be borne by the Contractor.

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

- a) The initial term of this Contract (hereinafter called the “Base Term”) shall commence on or about the date specified in Part II hereof, on the specific date set forth in the Port Authority’s written notice of bid acceptance (hereinafter called the “Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (hereinafter called the “Expiration Date”).
- b) If specified as applicable to this Contract and set forth in Part II hereof, the Port Authority shall have the right to extend this Contract for additional period(s) (hereinafter referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the “Extension Period”), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor

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

3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) Upon completion of a Work Order or Work Orders, the Contractor shall submit an invoice setting forth the amount due to the Contractor for work performed. The Contractor shall, as a condition precedent to payment for such Work Orders, furnish the Manager or his authorized representative, after completion of such Work Orders, with an invoice, and must include a copy of the Work Order, Work Order number(s), work location, date of work, employee names, number of hours worked, hourly rate billable, total cost, and a description of work completed. Extra Work and computation of compensation therefore shall be separately invoiced. Each invoice shall include the following for materials used for each job: a receipt or invoice with description of materials, quantity, list price less discount or markup and total cost. These invoices are for the purpose of enabling the Manager or his authorized representative to determine the amounts to be paid to the Contractor. Accordingly, failure on the part of the Contractor to furnish these invoices with respect to any particular work shall be deemed to constitute a conclusive and binding determination on the Contractor's part that such work does not entitle the Contractor to additional compensation for such work, and shall constitute a waiver by the Contractor of any claims for such compensation. Each invoice shall also contain the Contractor's Federal Tax Identification Number and the Purchase Order Number. Payment will be made within thirty

(30) days of Port Authority verification of the invoice. In some instances, at the discretion of the Manager, the Contractor will be asked to submit a proposal for a Work Order with a total lump sum cost. If the Manager agrees to that proposal and negotiated lump sum cost, the lump sum payment amount will be paid in accordance with the payment procedures as noted in this section.

- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to release the Contractor from any obligation under or upon this Contract, or to estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Port Authority from recovering any monies paid in excess of those lawfully due and any damage sustained by the Port Authority.
- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

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

4. Price Adjustment

For each year of any Option Period that is applicable to this Contract and is exercised hereunder, (excluding the 120 day Extension Period as described in the paragraph entitled "Duration", in Part II, hereof), the Port Authority shall adjust the compensation due the Contractor using the Consumer Price Index for all Urban Consumers; Series ID: CUURA101SAOL2; 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 Option Period, the Price Index shall be determined for the months of November, 2015 and November, 2016. The compensation payable in the Base Term shall be multiplied by a fraction the numerator of which is the Price Index for November 2016 and the denominator of which is the Price Index for November 2015 and such fraction

shall not exceed three percent (3%) per annum. The resulting product shall be the compensation payable in the Option Period.

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

5. Liquidated Damages

- a) The Contractor's obligations for the performance and completion of the Work within the time or times provided for in this Contract are of the essence of this Contract. In the event that the Contractor fails to satisfactorily perform all or any part of the Work required hereunder in accordance with the requirements set forth in the Specifications (as the same may be modified in accordance with provisions set forth elsewhere herein) then, inasmuch as the damage and loss to the Port Authority for such failure to perform includes items of loss whose amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:
 - i. If the Contractor fails to perform the work required by a Work Order to the reasonable satisfaction of the Project Manager, then the work shall be re-performed until approved by the Project Manager. No compensation shall be due to the Contractor for reperformance.
 - ii. If the Contractor fails a second time to perform the work required by a Work Order to the reasonable satisfaction of the Project Manager, the work shall be re-performed a second time until approved by the Project Manager. No compensation shall be due the Contractor for either re-performance, and compensation due the Contractor for the original performance shall be reduced by one-half.
 - iii. If the Contractor fails to perform the work required by a Work Order within the time required therein, time being of the essence, damages shall be assessed in the amount of Eight Hundred dollars (\$800) per day or part thereof until the work is performed unless delay is not due to the fault of the Contractor, or any subcontractor or supplier.
 - iv. This sub-section for delay damages shall apply not only to the Contractor's initial performance, but when the work is found to be unsatisfactory by the Project Manager, the delay damages clause herein shall, at the discretion of the Project Manager apply to subsections i and ii, as applicable, described above for the reperformance of unsatisfactory work if said work cannot be completed within the time of essence period as set forth in the Specifications for the performance of the work.

- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
- c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance

Insurance Procured by the Contractor

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

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

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

In addition, the liability policy (ies) shall name “The Port Authority of New York and New Jersey, its related entities, their commissioners, directors, officers, partners, employees, Mort Silver, Trinity Centre LLC., Abacus Federal Savings Bank, Larry Silverstein, 4 WTC LLC, The City of New York, AFCO AvPorts Management LLC, New York State Department of Transportation and the State of New York as additional insureds”, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured condition and severability of interests clause for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor’s insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim. These insurance requirements shall be in effect for the duration of the contract to include any maintenance/warranty/guarantee period.

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

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

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

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

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

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including but not limited to the cancellation notice endorsement and stating the agreement/contract number prior to the start of work. The General Manager, Risk Management must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Management, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the

premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS#4408N.

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in his/her sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than two (2) weeks prior to the effective date of said changes to be effective upon the date specified in said notice.

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

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

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

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

8. Extra Work

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

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

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

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

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

"Employees" as used above means only the employees of one employer.

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

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within Forty Eight (48) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within Twelve (12) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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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 inserted by the Bidder, and the Port Authority's recomputation shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Estimated Three Year Price of each item in the contract shall be obtained by multiplying the Three Year Estimated Quantity by the Unit Price. The Total Estimated Three Year Contract Price shall be obtained by adding the Estimated Three Year Price for Price Items 1 through 29 inclusive.

PRICING SHEETS								
Item #	Item	Three-Year Estimated Quantity	UOM (Unit of Measure)		Unit Price			Estimated Three Year Price
1	Installation of Carpet Tile in furnished space on Straight Time	7,500	Square Yards	X	\$	Per Square Yard	=	\$
2	Installation of Carpet Tile in furnished space on Overtime	7,500	Square Yards	X	\$	Per Square Yard	=	\$
3	Installation of Carpet Tile in unfurnished space on Straight Time	20,000	Square Yards	X	\$	Per Square Yard	=	\$
4	Installation of Carpet Tile in unfurnished space on Overtime	3,000	Square Yards	X	\$	Per Square Yard	=	\$
5	Installation and seaming of Broadloom Carpet with padding in un-furnished space on Straight Time	150	Square Yards	X	\$	Per Square Yard	=	\$
6	Installation and seaming of Broadloom Carpet with padding in un-furnished space on Overtime	150	Square Yards	X	\$	Per Square Yard	=	\$
7	Installation and seaming of Broadloom Carpet with no padding in un-furnished space on Straight Time	150	Square Yards	X	\$	Per Square Yard	=	\$
8	Installation and seaming of Broadloom Carpet with no padding in un-furnished space on Overtime	150	Square Yards	X	\$	Per Square Yard	=	\$
9	Installation of VCT on Straight Time	350	Square Yards	X	\$	Per Square Yard	=	\$
10	Installation of VCT on Overtime	50	Square Yards	X	\$	Per Square Yard	=	\$
11	Supply vinyl wall base	4,500	Square Yards	X	\$	Per Square Yard	=	\$
12	Installation of vinyl wall base on Straight Time	3,000	Square Yards	X	\$	Per Square Yard	=	\$

PRICING SHEETS							
Item #	Item	Three-Year Estimated Quantity	UOM (Unit of Measure)		Unit Price		Estimated Three Year Price
13	Installation of vinyl wall base on Overtime	1,750	Square Yards	X	\$	Per Square Yard	= \$
14	Floor Preparation Services to level floor, including furnishing materials, filling height differences, floor depressions and spalls on Straight Time	100	Square Yards	X	\$	Per Square Yard	= \$
15	Floor Preparation Services to level floor, including furnishing materials, filling height differences, floor depressions and spalls on Overtime	100	Square Yards	X	\$	Per Square Yard	= \$
16	Removal of existing Carpet Tile or VCT and Vinyl Wall Base on Straight Time	1,000	Square Yards	X	\$	Per Square Yard	= \$
17	Removal of existing Carpet Tile or VCT and Vinyl Wall Base on Overtime	1,000	Square Yards	X	\$	Per Square Yard	= \$
18	Removal of existing Broadloom Carpet with padding including Vinyl Wall Base on Straight Time	25	Square Yards	X	\$	Per Square Yard	= \$
19	Removal of existing Broadloom Carpet with padding including Vinyl Wall Base on Overtime	25	Square Yards	X	\$	Per Square Yard	= \$
20	Removal of existing Broadloom Carpet without padding including Vinyl Wall Base on Straight Time	100	Square Yards	X	\$	Per Square Yard	= \$
21	Removal of existing Broadloom Carpet without padding including Vinyl Wall Base on Overtime	100	Square Yards	X	\$	Per Square Yard	= \$
22	Stretch existing Broadloom Carpet to remove wrinkles on Straight Time	5	Square Yards	X	\$	Per Square Yard	= \$
23	Stretch existing Broadloom Carpet to remove wrinkles on Overtime	5	Square Yards	X	\$	Per Square Yard	= \$
24	Carpet Mechanic rate of wage for labor services not included above on Straight Time	25	Square Yards	X	\$	Per Square Yard	= \$

PRICING SHEETS							
Item #	Item	Three-Year Estimated Quantity	UOM (Unit of Measure)		Unit Price		Estimated Three Year Price
25	Carpet Mechanic rate of wage for labor services not included above on Overtime	25	Square Yards	X	\$	Per Square Yard	= \$
26	Carpet Foreman rate of wage for labor services not included above on Straight Time	25	Square Yards	X	\$	Per Square Yard	= \$
27	Carpet Foreman rate of wage for labor services not included above on Overtime	25	Square Yards	X	\$	Per Square Yard	= \$
28	Carpet Mechanic rate of wage for labor services on Sunday for Emergency Purposes Only	5	Square Yards	X	\$	Per Square Yard	= \$
29	Carpet Foreman rate of wage for labor on Sunday for Emergency Purposes Only	5	Square Yards	X	\$	Per Square Yard	= \$
Total Estimated Three Year Price (Add Items 1 through 29 for Three Year Estimated Price)						\$	

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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 properties owned and leased by the Port Authority in New York and New Jersey as more fully described in Attachment A hereto.

“Manager” shall mean the Manager of the Office Space Services Division of the Port Authority Real Estate Services Department.

“Contract Administrator” shall mean the person designated by the Manager to oversee payments under this Contract.

“COM” shall mean Customer Owned Material.

“Mechanic” shall mean an employee of the Contractor who is trained and experienced in flooring installation and who is assigned by the Contractor to provide services in response to a Work Order issued by the Port Authority. The Mechanic shall be familiar with the terms of the Contract and authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Project Manager.

“Foreman” shall mean an employee of the Contractor who is trained and experienced in flooring installation and assigned by the Contractor to provide services in response to a Work Order issued by the Port Authority and who oversees the work of the Mechanics. The Foreman shall be familiar with the terms of the Contract and authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Project Manager.

“Overtime” shall mean the hours not covered by Straight Time, specifically Monday through Friday 4:00PM to 8:00AM, and all hours on Holidays, Saturdays and Sundays.

“Port Authority” shall mean the Port Authority of New York and New Jersey.

“Project Manager” shall be the person designated by the Manager and authorized to schedule, direct, supervise and approve the Contractor's Work at a specific job site.

“Straight Time” shall mean non-holidays Monday through Friday 8:00AM to 4:00PM.

“VCT” shall mean vinyl composition tile.

“Work Order” shall mean the computer generated order signed by the Manager or his designee that is issued by the Port Authority authorizing and directing the Contractor to perform specific services under this Contract.

2. Work Required by the Specifications

These Specifications relate generally to the performance of flooring services including, but not limited to (1) the removal and disposal of existing broadloom, carpet tiles, vinyl composition tile (VCT), and vinyl wall base, floor preparation,

installation of Port Authority supplied broadloom, carpet tile and VCT, (2) the supply and installation of transition strips and vinyl wall base, (3) floor preparation, and (4) all required labor, equipment and materials to complete Work Orders issued by the Port Authority. These specifications require the doing of all things necessary and proper for or incidental to all Work to be performed by the Contractor.

3. Work Orders

Work under this Contract shall be performed by the Contractor only upon receipt of a Work Order for each job assignment. The Contractor shall do all things as described in the Work Order and in strict accordance with all documents made part of the Work Order including, but not limited, to sketches or other drawings. The Work Order document shall set forth the time frame limit for completion of the Work.

The Contractor shall provide communication facilities, arrange employee assignments and provide clerical support at its offices, so that its employees can receive Work Orders from and provide appropriate responses to the Port Authority.

The parties hereto expressly agree that the Port Authority cannot anticipate the number of Work Orders, if any, that may be issued under this Contract.

The Contractor shall complete the Work required within the time(s) specified in the Work Order. Time shall be of the essence in the performance of all the Contractor's obligations hereunder.

4. Prevailing Wages

For the purposes of this Contract, the prevailing rates of wage and supplements are those established by the Comptroller of the City of New York and the State of New Jersey Department of Labor and Workforce Development for the locality and for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such workers, laborers and mechanics as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any such worker, laborer or mechanic less than the rates of wages and supplements above described, such worker, laborer or mechanic shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which he/she is entitled under this clause. If such worker, laborer or mechanic is employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workman, laborer or mechanic shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any worker, laborer or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to

constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain workers for the minimum hereinbefore described.

5. Scheduling of Work

No work shall start without a written Work Order that has been authorized by the Port Authority.

The Contractor must report to the designated Project Manager each day prior to beginning work at any Port Authority facility. The Contractor must report to the designated Project Manager upon completion of each day's work.

Straight time shall be between the hours of 8:00AM and 4:00PM, Monday through Friday. Overtime hours shall be 4:00PM to 8:00AM, and all hours on Saturdays, Sundays and Holidays.

Regular Response Service is within forty-eight (48) hours of receipt of Work Order.

There may be instances when the Contractor will be required to provide Emergency Response Service. Such Emergency Response Service shall be completed or started within twelve (12) hours of receipt of a Work Order. Compensation for such emergency services shall be paid for the specific Work required and actually performed and, if such services are provided between the hours of 8:00AM to 4:00PM, Monday through Friday, shall be based on the Straight Time rates indicated in the Contractor's Pricing Sheets.

All other emergency services shall be compensated based on the Overtime rates indicated in the Contractor's Pricing Sheets.

6. Responsibilities of the Contractor

In performing Work Orders, the Contractor shall use a mode of operation determined by the Project Manager as appropriate. The Project Manager will set priorities for all Work. The Contractor shall make any and all changes in the method of performance as the Project Manager may direct.

The Contractor shall not commence any Work without a Work Order. Whenever possible, the Contractor will be provided with forty-eight (48) hour's notice prior to the commencement of Work.

The Contractor's staff assigned to perform a Work Order must report daily to the Project Manager at the specified location prior to starting each day's Work and also upon completion of each day's Work. The Contractor's billable hours shall begin once Contract staff report to the Project Manager at the beginning of each day.

7. Personnel Requirements

The Contractor, and any subcontractors, shall furnish competent, adequately trained and sufficient personnel to perform the Work Orders. The Port Authority will not provide any personnel to aid the Contractor in performing any duties. All Work Orders shall be performed by mechanics and shall be supervised by competent supervision. All personnel shall be qualified and, when necessary, certified to perform all required Work. If in the opinion of the Manager or Project Manager the Contractor personnel assigned to perform a Work Order perform the Work unsatisfactorily, they

shall be replaced by the Contractor within one day following the Contractor's receipt of a request for such replacement.

All Contractor personnel performing Work Orders shall have the ability to understand and communicate in the English language to the extent necessary to comprehend directions given by either the Contractor's supervisory staff or by Port Authority staff.

Parking privileges for loading and unloading Contractor's trucks or commercial vehicles must be arranged through the Project Manager.

8. Telephones for Personnel

The Contractor shall provide the Foreman with a cellular telephone with email capabilities and a cellular telephone to all other employees assigned to work under this contract at the Contractor's expense. All employees must have said cellular telephones in working order at all times when performing work for the Port Authority. Contact numbers to these devices shall be provided to the Manager.

9. Uniforms for Personnel

All Contractor personnel shall wear shirts with the Contractor's name and logo prominently displayed on the front and back, and shall wear identification badges in a clearly visible position when performing any work for and at the Port Authority. The Contractor agrees that his/her employees will present a neat clean and orderly appearance at all times without display of excessive ornamentation including visible body piercing, tattoos, extra-long fingernails and earrings.

The Contractor will be granted a thirty day (30) grace period at the start of the Contract to ensure that his employees are attired properly.

10. Temporary Facilities and Utilities

The Port Authority will make available three-phase electrical power (110/208 Volt or 277/480 Volt) for small tools or equipment required for the performance of this Contract.

Under no circumstances shall the Contractor obtain temporary power by connecting to any Emergency Power Systems on the premises where Work is being performed.

The Port Authority will make water available without charge for use by the Contractor for site operations at locations that the Project Manager shall direct, subject to such conditions and precautions as may be imposed. The Contractor shall provide all temporary piping, hosing, buckets and other required appurtenances to carry the water to the Work Site, and at the completion of such Work shall remove all such temporary pipe, hose and other appurtenances from the Port Authority's property.

The Contractor is advised that sprinkler and fire standpipe systems at any Work Sites are active and may not be used as water sources.

11. Materials Furnished by the Port Authority

The Port Authority will provide the Contractor with carpet tiles, broadloom carpet, adhesive and vinyl composition tile as appropriate for the implementation of any Work Order issued to the Contractor, and in sufficient quantity for such installation.

The Contractor shall obtain such materials from Port Authority's stock areas or shall otherwise take delivery of such materials in accordance with procedures prescribed by the Project Manager, and the Contractor shall be responsible for the delivery of same to the designated work sites at no additional cost.

All other materials shall be provided by the Contractor with the approval of the Project Manager and at no additional cost to the Port Authority.

The Contractor shall examine all materials supplied by the Port Authority within one working day following the receipt of such materials and, if there is any shortage, damage or other defect, the Contractor shall at that time bring it specifically to the attention of the Project Manager. Any shortage, damage, or defect brought to the attention of the Project Manager, and acknowledged, will be corrected by the Project Manager. If no shortage, damage, or other defect is brought to the attention of the Project Manager as provided herein and acknowledged by the Project Manager, the materials shall thereafter conclusively be deemed to have been satisfactory in all respects when provided.

From the date the foregoing materials are furnished to the Contractor they shall form part of the materials included in the risks assumed by the Contractor and, if any such materials must subsequently be replaced by the Port Authority for any reason that is not caused by the Port Authority, the Contractor shall be fully responsible for the cost of such replacement materials. The Port Authority reserves the right, at its option, to deduct such replacement costs prior to making payment for the Contractor's services.

The furnishing and installation of any materials required to implement a Work Order, except for those materials to be furnished by the Port Authority and expressly indicated in this Numbered Paragraph, shall be furnished by the Contractor and, except for the furnishing of vinyl wall base for which the Contractor shall be compensated as provided elsewhere in this Contract, shall be furnished at the Contractor's sole expense.

12. Cutting and Patching

Under the direction and approval of the Project Manager:

- a) The Contractor shall perform all cutting, removal, and patching of existing floor covering.
- b) In the cutting and removal of existing floor covering, the Contractor shall not remove more than is necessary to accommodate the installation of new flooring and shall not disturb or weaken existing construction or floor covering which is to be left in place.
- c) In the process of performing Work Orders, if the existing floor covering to be left in place is in any way disturbed, weakened, or damaged, it shall be restored by the Contractor to the condition which existed prior to such damage and at the Contractor's own expense, whether or not due to the negligence of the Contractor.
- d) If the requirements of this clause necessitate the use of trades other than those normally used by the Contractor, then the Contractor shall arrange to have the required trade perform this Work at no additional cost to the Port Authority.

The Contractor shall move materials and personnel only along access and approach routes that have been approved by the Port Authority. These routes shall be planned so that they do not interfere with the operations of others and so that they are adequately protected to avoid damage to carpets, finishes and other property. The Contractor shall clean and/or repair any finish or property damaged by the Contractor along haul routes at no cost to the Port Authority.

13. Existing Flooring Disposal

Prior to the installation of new flooring, the Contractor shall rip up and remove the existing flooring as necessary. The Port Authority will supply refuse containers for the Contractor's use for disposal of removed flooring. The Contractor shall be responsible for placing all debris into the refuse containers. The Port Authority will remove and empty the refuse containers.

14. Submittals

a) Samples: When requested to do so, the Contractor shall provide the Port Authority, at no cost, the following for approval:

- i) Samples of adhesives, saddles and flash patch material in the size, color and type specified, and as directed by the Port Authority.
- ii) A demonstration of seaming techniques, using the materials and methods recommended by the manufacturer and to illustrate standard conditions.
- iii) Two copies each of the printed instructions issued and recommended by the manufacturer for installation of the materials specified.

b) Shop Drawings: The Contractor shall submit shop drawings, working layout drawings and catalog cuts to the Port Authority for approval when required. Drawings shall be prepared for each area to be covered with broadloom carpet and padding showing the pattern and the locations of all seams and joints and all other pertinent installation details.

15. Products

a) Seaming Tape: Only the hot-melt tape products listed below, or an equal product approved by the Port Authority before use, shall be used for seaming. The type of tape selected by the Contractor and approved by the Port Authority shall be used throughout the performance of a Work Order.

- i) Kwick-Grip Pin Tape, as manufactured by Naugatuck Chemical Company.
- ii) ORCO No. 3 Hot Melt Tape, as manufactured by OR CON Corporation.
- iii) Golden Touch Melt Tape, as manufactured by Roberts Consolidated Industries.

b) Adhesives: Adhesive for direct glue-down of carpeting shall be non-flammable, waterproof type adhesive as recommended by the carpet manufacturer for the type of flooring encountered.

- i) Adhesive for VCT shall be non-flammable as specified by the manufacturer of the VCT tiles.

- ii) Adhesives for carpet tile shall be non-flammable as specified by the manufacturer of the carpet tiles.
- iii) Floor Preparation material shall be dense, dry, with minimum shrinkage, and as approved by the Port Authority.
- iv) Transition strips to be installed, where required, shall be as approved by the Port Authority. Color to be selected by the Port Authority.

16. Execution of Work

- a) Surface Conditions: Prior to the installation of any flooring, the Contractor shall inspect the existing floor areas and notify the Project Manager in writing of any condition that will prevent the Contractor from producing satisfactory finished Work. The installation of flooring by the Contractor shall be a conclusive acknowledgment and acceptance by the Contractor of existing conditions and the Contractor shall assume responsibility for any unacceptable Work caused by such existing conditions.
- b) Preparation
 - i) Removal of existing carpet, padding, carpet tile, tackless strips, VCT, wall base, and any other materials that cover the sub-flooring is part of this Contract. The Port Authority will supply refuse containers for the Contractor's use. Removal of the refuse containers will be done by others. To allow flooring mechanics to perform Work unhampered, the moving, removal, and replacement of furniture, unanchored fixtures and other movable contents will be done by others and is not a part of this Contract. The Contractor shall ensure the sub floor is free from all foreign matter, grease, paint, wax, oil, dirt, and existing adhesives not compatible with new adhesive. Cracks, holes, and depressions must be filled by the Contractor with approved patching compound, and the Contractor must sweep and vacuum the work area thoroughly prior to installing new floor covering.
 - ii) Floor preparation material shall be applied to existing concrete floors where necessary, and where directed by the Port Authority, to achieve a uniform and even finish. All flooring material shall be applied in accordance with the manufacturer's printed instructions and as approved by the Port Authority.

17. Installation

- a) Carpet and VCT Tile in Unfurnished Spaces
 - i. Where carpet or VCT tiles are to be installed at doorways with no saddles, the Contractor shall install tiles in a manner so that the edge of each tile falls under the door. The Contractor shall install a vinyl edge strip along the entire exposed edge as approved by the Project Manager. The color of edge strips shall be as approved by Project Manager.
 - ii. Where carpet or VCT tiles are to be installed at doorways with existing resilient tile saddles, the Contractor shall cut the existing saddle straight and in line.

- iii. Carpet and VCT tile with release adhesive shall be laid in strict accordance with the manufacturer's latest, detailed written installation instructions, copies of which shall be on the Work site at all times. The tile shall be installed only by mechanics familiar with this type of Work.
- iv. Each tile shall be laid in a monolithic pattern, with all arrows on back of carpet tiles laid in the same direction.
- v. Installations shall be designed so that, unless restrained by a reliable vertical surface, all tiles about the perimeter of the work area as tightly as possible to prevent the buildup of any accumulated spaces.
- vi. Carpet or VCT tiles shall be run under open bottom items, such as heating convectors, and installed tight against walls, existing columns, and cabinets so that the entire floor area is covered with tiles. Carpet or VCT tiles shall be installed around all existing floor outlets, furniture supports and similar obstructions. The Contractor shall provide a permanently prepared access cut through the tiles with concealed joints at electric and phone floor pedestals in a manner acceptable to the Port Authority.

b) Carpet or VCT Tile in Furnished Spaces

- i. Existing carpet or VCT tiles shall be removed and replaced using lifting devices and without dismantling existing workstations and their contents. Lifting devices shall be able to lock in increments small enough to prevent "racking" or structurally straining the panels or modular workstations. No crowbars or modified car jacks shall be used. Any damage to existing electrical, telephone, or data lines, computers, panel system components, or freestanding furniture, or any repairs or replacement required thereof, due to the Contractor's labor or equipment shall be at the Contractor's expense. All monies expended by the Port Authority as a result of damage by the Contractor's labor or equipment shall be deducted from any monies due the Contractor.
- ii. Where carpet or VCT tiles are to be installed at doorways with no saddles, the Contractor shall install tiles in a manner so that edges of the tiles fall under the door. The Contractor shall install a vinyl edge strip along the entire exposed edge as approved by the Port Authority. Color of edge strip shall be as approved by the Port Authority.
- iii. Carpet and VCT tile with release adhesive shall be laid in strict accordance with the manufacturer's latest, detailed written installation instructions, copies of which shall be on the construction site at all times. The tile shall be installed only by mechanics familiar with this type of Work.
- iv. Each tile shall be laid in a monolithic pattern, with the direction of the pile laying so it is in a continuous direction; i.e., all arrows on back of tiles laid in the same direction.

- v. The installations shall be designed so that, unless restrained by a reliable vertical surface, all tiles abut the perimeter of the work area as tightly as possible to prevent the buildup of any accumulated spaces.
 - vi. Carpet or VCT tiles shall be run under open bottom items, such as heating convectors, and installed tight against walls, existing columns, and cabinets so that the entire floor area is covered with tiles. Carpet or VCT tiles shall be installed around all existing floor outlets, furniture supports and similar obstructions. The Contractor shall provide a permanently prepared access cut through the carpet tiles with concealed joints at electric and phone floor pedestals in a manner acceptable to the Port Authority.
- c) Broadloom Carpet
- i. All Broadloom Carpet shall be installed using the Glue-Down Method.
 - ii. The Contractor shall inspect each piece of flooring material prior to installation and shall not install material that is imperfect in any way.
 - iii. Flooring materials shall be installed as shown on approved shop drawings, using continuous lengths in the widths shown and specified. All cut edges shall be trued and treated as approved by the Port Authority to prevent ravel.
 - iv. All carpet seams shall be located as shown on approved shop drawings. Carpet seaming shall be kept to a minimum and performed in accordance with the carpet manufacturer's recommendations as approved by the Port Authority.
 - v. Carpet seams shall be made as inconspicuous as possible and shall remain flat and unpuckered.
 - vi. Carpet shall be installed in a manner to ensure that it is sufficiently tight to prevent wrinkling.
 - vii. In areas of existing access openings, the Contractor shall cut and seam carpet in a manner to allow for future easy rollback and reinstallation of carpet over said openings. Cutting and seaming of these areas shall not exceed five feet on center, and shall be as approved by the Port Authority. Quick-release type glue as approved by the carpet manufacturer shall be used in these areas.

18. Clean Up

- a) Upon completion of the Work in each area, the Contractor shall visually inspect all flooring installed in that area and immediately remove all dirt, soil and foreign substances from the exposed surface of the flooring. All loose pieces of yarn shall be removed with sharp scissors. All adjacent surfaces shall be inspected and the Contractor shall remove all marks and stains resulting from the installation.

- b) The Contractor shall remove all packing materials, non-usable flooring scraps and other debris resulting from the flooring installation to refuse containers provided for their disposal.
- c) The Contractor shall segregate scraps from usable balances of material and, upon inspection and approval by the Port Authority; such usable material will be stored by the Port Authority and maintained for use in making future repairs.
- d) After all scraps and debris have been removed, the Contractor shall clean the flooring in each area with a broom and beater type vacuum cleaner, and shall remove any soiled areas and excess adhesive from the flooring with a spot remover approved by the Port Authority.

19. Approval of Equipment, Materials and Supplies

The Contractor in performing the work required hereunder shall use only equipment, materials and supplies approved in advanced by the Manager. The supplies which are currently approved for use are set forth in the Inspection and Safety Division's "Approved Products List – Environmental Protection Supplies" which is attached and labeled "Attachment D. The Contractor shall be responsible for obtaining all updated listings from the Manager's office.

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

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

Attachment A – Port Authority Facilities

During the duration of the Contract, the Port Authority may, at its discretion, add, delete, or modify locations and/or facilities. The “Port District” comprises about 1,500 square miles in the States of New York and New Jersey, 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 Contractor will be advised by the Port Authority of any changes to this list, which is subject to change by the Port Authority.

* Stewart International Airport is included as a New York facility although it is out of the 25-mile radius from the Statue of Liberty as stated in the above paragraph.

NEW YORK FACILITIES	
225 Park Avenue South New York, NY 10003	Port Authority Bus Terminal 625 8 th Avenue New York, NY 10018
233 Park Avenue South New York, NY 10003	JFK International Airport Various Buildings Jamaica, NY 11430
620-630 W 30 th Street New York, NY 10001	Bathgate Industrial Park 1701 Bathgate Avenue Bronx, NY 10457
LaGuardia Airport Various Buildings Flushing, NY 11371	The Teleport One Teleport Drive Staten Island, NY 10311
NY Marine Terminals 90 Columbia Street Brooklyn, NY 11201	Port Ivory/Howland Hook 40 Western Avenue Staten Island, NY 10303
Goethal’s Bridge Building 2777 Goethal’s Rd. N Staten Island, NY 10303	115 Broadway Various Floors New York, NY 10006
Bayonne Bridge 70 Trantor Place Staten Island, NY 10303	WTC Police Command 4 Vesey Street New York, NY 10048
Outerbridge Crossing 101 Boscombe Avenue Staten Island, NY 10303	*Stewart International Airport 1180 First Street New Windsor, NY 12553
116 Nassau Street 2nd Floor New York, NY 10006	22 Cortlandt Street New York, NY 10007
100 Broadway New York, NY 10005	World Trade Center New York, NY 10048
111 Broadway New York, NY 10006	4 World Trade Center, New York, NY 10048

NEW JERSEY FACILITIES	
Port Authority Technical Center 241 Erie Street Jersey City, NJ 07310	Newark Liberty International Airport Newark, NJ 07114
Holland Tunnel 13 th & Provost Streets Jersey City, NJ 07310	Newark Legal Center One Riverfront Plaza Newark, NJ 07102
JAMS Building 777 Jersey Avenue Jersey City, NJ 07310	Gateway Plaza Newark, NJ 07102
Journal Square Transportation Center One Path Plaza Jersey City, NJ 07306	Port Newark/Port Elizabeth 260 Kellogg Street Port Newark, NJ 07114
5 Marine View Plaza Hoboken, NJ 07310	George Washington Bridge 220 Bridge Plaza South Fort Lee, NJ 07024
Lincoln Tunnel 500 Boulevard East Weehawken, NJ 07087	Teterboro Airport Teterboro, NJ 07608
2 Montgomery Street Jersey City, NJ 07302	Port Jersey-Port Authority Marine Terminal 51 Port Terminal Blvd Operations – Rm. 115 Bayonne, NJ 07002
The Port Authority, at its discretion, may add, delete, or modify locations and/or facilities. The Port Authority will advise the Contractor if there are any facility changes.	

Attachment B - Sample Work Order

Real Estate Svcs Dept-Office Space & Property Mgt
Tenant Request for Services

Facility:	PATC	123456
Floor:	1	
Dept.:		
Req. by:		
	Phone	PC
What needs to be done...		

Contractor Assigned To

Contractor Notes:

Time Started:	Time Completed:	Est'd # of Hours	Est'd Mat'l Cost
---------------	-----------------	------------------	------------------

Materials Used:

Quantity	Description

No. Men	Trade	Total Hrs Worked			Regular Time		Overtime		Sun/Holiday	
		Reg	O.T.	Hol.	Rate	Cost	Rate	Cost	Rate	Cost
	Foreman									
	Worker									

The above work has been completed:

OSSD PC Signature
 Verification of hours worked
 and appropriateness of time spent

Supv. / Foreman
 Print name:
 Signature:

Invoice #:	Invoice Date:	Date Completed:
Amt for Svc Provided:	\$0.00	

Company	Bus Area	GL Account	Cost Center	Internal Order	WBS Element

Attachment C – Prevailing Rate of Wage

See attached pages for Prevailing Wage Schedule – Total of 15 pages

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

LABOR LAW §220 PREVAILING WAGE SCHEDULE

Workers, Laborers and Mechanics employed on a public work project must receive not less than the prevailing rate of wage and benefits for the classification of work performed by each upon such public work. Pursuant to Labor Law §220 the Comptroller of the City of New York has promulgated this schedule solely for Workers, Laborers and Mechanics engaged by private contractors on New York City public work contracts.

Contracting agencies anticipating doing work which requires the employment of a trade or classification not included in this schedule must request the Comptroller to establish a proper classification for the work pursuant to Labor Law §220 (3-a) (a). The prevailing rate schedule as promulgated by the Comptroller, must, in compliance with law, be annexed to and form part of the contract.

Contractors are solely responsible for maintaining original payroll records which delineate, among other things, the hours each employee worked within a given classification. Contractors using rates and/or classifications not promulgated by the Comptroller do so at their own risk. Additionally, prior to bid, Agency Chief Contracting Officers must contact the Bureau of Labor Law when the need arises for a work classification not published in this schedule.

The appropriate schedule of prevailing wages and benefits must be posted at all public work sites pursuant to Labor Law §220 (3-a) (a).

This schedule is applicable for work performed during the effective period, unless otherwise noted. You will be notified of any changes to this schedule by addenda published on our web site at www.comptroller.nyc.gov. The rate of wages and supplemental benefits to be paid or provided are those that prevail at the time the work is being performed. Preliminary schedules for future one-year periods are published annually in the City Record on or about June 1st of each succeeding year. Final schedules are published on or about July 1st in the City Record and on our web site at www.comptroller.nyc.gov.

The Comptroller's Office has attempted to include all overtime, shift and night differential, Holiday, Saturday, Sunday or other premium time work. However, this schedule does not set forth every prevailing practice with respect to such rates with which employers must comply. All such practices are nevertheless part of the employer's prevailing wage obligation and contained in the collective bargaining agreements of the prevailing wage unions. These collective bargaining agreements are available for inspection by appointment. Requests for appointments may be made by calling (212) 669-4443, Monday through Friday between the hours of 9 a.m. and 5 p.m.

Answers to questions concerning prevailing trade practices may be obtained from the Classification Unit by calling (212) 669-7974. Please direct all other compliance issues to: Bureau of Labor Law, Attn: Wasył Kinach, P.E., Office of the Comptroller, 1 Centre Street, Room 1122, New York, N.Y. 10007; Fax (212) 669-4002.

Prevailing rates and ratios for apprentices are attached to this schedule in the Appendix. Pursuant to Labor Law §220 (3-e), only apprentices who are individually registered in a bona fide program to which the employer contractor is a participant, registered with the New York State Department of Labor, may be employed on a public work project. Workers who are not journey persons or not registered apprentices pursuant to Labor Law §220 (3-e) may not be substituted for apprentices and must be paid as journey persons.

PUBLISH DATE: 7/1/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Contractors are advised to review the applicable Collective Bargaining Agreements and the Comptroller's Prevailing Wage Schedule before bidding on Public Work. If there are any questions concerning prevailing wages, benefits, overtime, Holiday pay, shift differentials or any prevailing practice, please contact this office.

Public Work construction, reconstruction, demolition, excavation, rehabilitation, repair, renovation, alteration, or improvement contracts awarded pursuant to a Project Labor Agreement ("PLA") in accordance with Labor Law section 222 may have different labor standards for shift, premium and overtime work. Please refer to the PLA's pre-negotiated labor agreements for wage and benefit rates applicable to work performed outside of the regular workday. More information is available at the Mayor's Office of Contract Services (MOCS) web page at <http://www.nyc.gov/html/mocs/html/vendors/pla.shtml>.

All the provisions of Labor Law section 220 remain applicable to PLA work including, but not limited to, the enforcement of prevailing wage requirements by the Comptroller; however, we will enforce shift, premium, overtime and other non-standard rates as they appear in a project's pre-negotiated labor agreement.

Any error as to compensation under the prevailing wage law or other information as to trade classification, made by the contracting agency in the contract documents or in any other communication, will not preclude a finding against the contractor of prevailing wage violation.

In order to meet their obligation to provide prevailing supplemental benefits to each covered employee, employers must either:

- 1) Provide bona-fide benefits which cost the employer no less than the prevailing supplemental benefits rate; or
- 2) Supplement the employee's hourly wage by an amount no less than the prevailing supplemental benefits rate; or
- 3) Provide a combination of bona-fide benefits and wage supplements which cost the employer no less than the prevailing supplemental benefits rate in total.

Particular attention should be given to the supplemental benefits requirement. Although in most instances the payment or provision for supplemental benefits is for each hour worked, some classifications require the payment or provision of supplemental benefits for each hour paid. Consequently, some prevailing practices require benefits to be purchased at the overtime, shift differential, Holiday, Saturday, Sunday or other premium time rate.

Benefits are paid for EACH HOUR WORKED unless otherwise noted.

Wasył Kinach, P.E.
Director of Classifications
Bureau of Labor Law

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
 §220 PREVAILING WAGE SCHEDULE

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PUBLISH DATE: 7/12/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Paid Holidays

New Year's Day
Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Employees must work at least one day in the payroll week in which the holiday occurs to receive the paid holiday

Shift Rates

For Steel Erection Only: Shifts may be worked at the single time rate at other than the regular working hours (8:00 A.M. to 4:30 P.M.) on the following work ONLY: Heavy construction jobs on work below the street level, over railroad tracks and on building jobs.

(Operating Engineer Local #14)

FLOOR COVERER

(Interior vinyl composition tile, sheath vinyl linoleum and wood parquet tile including site preparation and synthetic turf not including site preparation)

Floor Coverer

Effective Period: 7/1/2013 - 6/30/2014

Wage Rate per Hour: \$46.15

Supplemental Benefit Rate per Hour: \$38.50

Overtime

Time and one half the regular rate after an 8 hour day.

Time and one half the regular rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Presidential Election Day
Thanksgiving Day
Day after Thanksgiving

PUBLISH DATE: 7/12/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014

OFFICE OF THE COMPTROLLER, CITY OF NEW YORK
§220 PREVAILING WAGE SCHEDULE

Christmas Day

Paid Holidays

1/2 day on Christmas Eve if work is performed in the A.M.

1/2 day on New Year's Eve if work is performed in the A.M.

Shift Rates

Two shifts may be utilized with the first shift working 8:00 A.M. to the end of the shift at the straight time of pay. The second shift will receive one hour at double time rate for the last hour of the shift. (eight for seven, nine for eight).

(Carpenters District Council)

GLAZIER
(New Construction, Remodeling, and Alteration)

Glazier

Effective Period: 7/1/2013 - 10/31/2013

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$33.24**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$41.24**

Effective Period: 11/1/2013 - 6/30/2014

Wage Rate per Hour: **\$42.00**

Supplemental Benefit Rate per Hour: **\$34.09**

Supplemental Note: Supplemental Benefit Overtime Rate: **\$42.59**

Overtime Description

An optional 8th hour can be worked at straight time rate. If 9th hour is worked, then both hours or more (8th & 9th or more) will be at the double time rate of pay.

Overtime

Double time the regular rate after a 7 hour day.

Double time the regular time rate for Saturday.

Double time the regular rate for Sunday.

Overtime Holidays

Double time the regular rate for work on the following holiday(s).

New Year's Day

President's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

PUBLISH DATE: 7/12/2013 EFFECTIVE PERIOD: JULY 1, 2013 THROUGH JUNE 30, 2014



STATE OF NEW JERSEY
Department of Labor and Workforce Development
Division of Wage and Hour Compliance - Public Contracts Section
PO Box 389
Trenton, NJ 08625-0389

PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

W = Wage Rate per Hour

B = Fringe Benefit Rate per Hour*

T = Total Rate per Hour

- * Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at www.nj.gov/labor (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.

Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BERGEN

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/13
Foreman	W48.83 B27.34 T76.17
Journeyman	W42.46 B23.77 T66.23

Expiration Date: 04/30/2014

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
6 Months										
Benefit	56% of	Appren	tice	Wage	Rate		for all	intervals		

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.

- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.

- Four 10-hour days may be worked, Monday to Thursday, at straight time. Friday may be used as a make-up day for hours lost to reasons beyond the control of the employer. If Friday is not a make-up day, all hours on Friday shall be paid at time and one-half the wage rate.

RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - BERGEN

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/13
Foreman	W48.83 B27.34 T76.17
Journeyman	W42.46 B23.77 T66.23

Expiration Date: 04/30/2014

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

Ratio of Apprentices to Journeymen - *

* 1 apprentice shall be allowed to every 2 journeymen or major fraction thereof. No more than 3 apprentices on any one job or project.

Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

- On any job where there are 4 or more Carpenters of Resilient Flooring, 1 must be designated a Foreman.

The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
- When a three shift schedule is established, the first shift shall be established on an 8 hour basis, the second shift on a 7.5 hour basis, and the third shift on a 7 hour basis. The first shift shall receive the regular wage rate, the second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.
- When there is no day shift, and a second or third shift is established, it shall be established on an 8 hour basis. The second shift shall receive the regular wage rate plus 15% and the third shift shall receive the regular wage rate plus 20%.

OVERTIME:

- Hours in excess of 8 per day or 40 per week, or before or after the regular workday, Monday through Friday, shall be paid at time and one-half the wage rate. Saturday may be used as a make-up day, at straight time, up to 8 hours, for hours lost to reasons beyond the control of the employer, up to a total of 40 hours per week; hours in excess of 8 on Saturday shall then be paid at time and one-half the wage rate. If Saturday is not a make-up day, all hours on Saturday shall be paid at time and one-half the wage rate. All hours on Sundays and holidays shall be paid at double the wage rate.
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RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - ESSEX

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - HUDSON

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/13
Foreman	W48.83 B27.34 T76.17
Journeyman	W42.46 B23.77 T66.23

Expiration Date: 04/30/2014

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

INTERVAL	PERIOD AND RATES									
	6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

Ratio of Apprentices to Journeymen - *

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Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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The regular workday consists of 8 hours, starting between 6:00 AM and 9:00 AM.

SHIFT DIFFERENTIALS:

- When a 2 shift schedule (including a day shift) is established, the day shift, shall be established on an 8 hour basis. The second shift shall be established on an 8 hour basis, and receive the regular wage rate plus 15%.
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RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - HUDSON

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Craft: Carpenter - Resilient Flooring

PREVAILING WAGE RATE

	11/01/13
Foreman	W48.83 B27.34 T76.17
Journeyman	W42.46 B23.77 T66.23

Expiration Date: 04/30/2014

Craft: Carpenter - Resilient Flooring

APPRENTICE RATE SCHEDULE

<u>INTERVAL</u>	<u>PERIOD AND RATES</u>									
6 Months	40%	45%	50%	55%	60%	65%	70%	75%	85%	95%
Benefit	56%	of	Appren	tice	Wage	Rate		for all	intervals	

Ratio of Apprentices to Journeymen - *

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Craft: Carpenter - Resilient Flooring

COMMENTS/NOTES

FOREMAN REQUIREMENTS:

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RECOGNIZED HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Presidential Election

**NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
PREVAILING WAGE RATE DETERMINATION**

County - UNION

Day, Veterans' Day, Thanksgiving Day, Christmas Day. Sunday holidays will be observed the following Monday.

Attachment D – Approved Products List

See attached pages for Approved Product List– Total of 69 pages

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

OPERATIONS SERVICES DEPARTMENT
INSPECTION & SAFETY - RISK MANAGEMENT DIVISION

APPROVED PRODUCTS LIST

July 2013

Introduction

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

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

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

Prior to submitting a request for use of a new product, staff should first check the APL or the Port Authority MSDS inventory database to determine if the product has already been evaluated by the I&S-RMD. The MSDS inventory database is available to staff electronically via eNet. Instructions for accessing and using the database are provided in the Appendix, page 69, and on eNet.

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

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PATH Cars, Exterior	73A	25
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PRODUCTS

Airport Apron Cleaner (Non Phosphates)

- Category #4 - Stock #AU0100170

FO 302 CR

Fine Organics Corp.

Airport Runway Cleaner (Non Acid)

- Category #5

Aero-Green Runway Rubber Remover
Hurrisafe 8035
Tuff Green Concentrate

Hi-Lite Solutions, Inc.
PCI of America
Zep Manufacturing Co.

Aluminum Cleaner

- Category #6

Cameo Aluminum & Stainless Steel Cleaner

Church & Dwight Company, Inc.

Aluminum Wash

- Category #7

Enco Aluminum

Enterprise Chemical & Paper Co.

Automotive (Car Wash) Spray On Liquid Wax

- Category #8 - Stock #AU0100825 (55 Gallons)

Turtle Wax Express Shine Spray, T-136[®]

Turtle Wax, Inc.

Automotive Washing Compound - Liquid

- Category #9A - Stock #AU0100823 (55 Gallons) To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

Armor All Protectant
Car Wash
FO 976 TA Bus Wash
J-Wax Believe Traffic Film Remover
Penetone 155

Armor All Products
Amway Corp.
Fine Organics Corp.
Johnson Wax Co., S.C. Johnson
Penetone Corp.

Automotive Washing Compound - Powdered

- Category #9B - 35 lb. Drum - Stock #AU0100810

Armor All Protectant
Harco Car Wash
Multifacet Car Wash

Armor All Products
Harley Chemicals
Indco, Inc.

Automotive Washing & Waxing Compound - Liquid

- Category #9C - Stock #AU0100825 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of

the performance using the recommended dilution must be performed by facility personnel prior to purchase.

Turtle Wax Express Shine Spray, T-136©

Turtle Wax, Inc.

Carpet Cleaner

- Category #12 Make sure that all cleaning material is vacuumed up and no residue is remaining on these surfaces.

Airkem Foam Tex	Airkem Professional Products
Benefect Impact Cleaner	Sensible Life Products
C-58 Universal Carpet Shampoo	Yonar Labs
Carpet & Upholstery Shampoo	Betco Corporation
Carpet Detergent	Lever Industrial, Inc.
Chewing Gum Remover	Twilaq Industries
Chewing Gum Remover (Aerosol)	Spartan Chemical Co., Inc.
Clean On The Go Xtraction II	Spartan Chemical Co., Inc.
Contempo Carpet Refresher (Aerosol)	Spartan Chemical Co., Inc.
Defoamer	Twilaq Industries, Inc.
Dry Foam Rug Shampoo	Twilaq Industries
ECO ₂ Hydrogen Peroxide Carpet Cleaner	Multi-Clean
Extraction SC Carpet Extraction Cleaner	JohnsonDiversey, Inc.
Green Solutions Carpet Cleaner	Spartan Chemical Co., Inc.
Gum Off	Twilaq Industries
Low Foam Extraction Cleaner	Betco Corporation
Maintenance Pro Defoamer	Advantage Marketing Associates
Nature's Solution Bio-Enzymatic Deodorizer Spotter Digester	National Chemical Laboratories
PGPL Carpet Extraction Cleaner and Sanitizer conc	Procter & Gamble
PGPL Chewing Gum Remover	Procter & Gamble
PGPL Foam Control Agent	Procter & Gamble
Plus 5 Carpet Shampoo (Phosphate Free)	Spartan Chemical Co., Inc.
Pro Spotter Carpet Spot Cleaner	Janimart Corp.
Professional Carpet Shampoo	Chemspec
Re-Nu Concentrated Carpet Shampoo	Sterling Sanitary Supply Corp.
Revitalize 201 Extraction Detergent	Ecolab, Inc.
Rinse Away Carpet Neutralizer	Janimart Corp.
Round-Up Super Concentrate	Scotts Company
Rug & Upholstery Shampoo	Amway Corp.
Rugbee Foam Shampoo	Johnson Wax Co., S.C. Johnson
Rug-Eeze	Mirandy Products, Ltd.
Steam Pac 7 1207	Portion Pac Chemical Corp.
Sun-Glo Optitergent Extraction Shampoo	Twilaq Industries, Inc.
Synthro 26 Rug Shampoo	Twilaq Industries
Tannin Stain Remover	Johnson Wax Co., S.C. Johnson
Unbelievable	Core Products Co.
Unbelievable! Goo-D-solv-r Pro-UGDP	Core Products Co.

Cleaner, Air Conditioning, Evaporator & Condenser Equipment

- Category #13

Calclean

Calgon Corp.

Chem-Aqua Coil Cleaner
Penetone 155
Pro-Blue Non-Acid Coil Cleaner
Pro-Green Evaporative Coil Cleaner
Pro-Red Acid Coil Cleaner

Chemsearch Div. of NCH Corp.
Penetone Corp.
DiversiTech
DiversiTech
DiversiTech

Cleaner, Railroad Electrical Equipment

- Category #14 (PATH Use Only - Subject to Special Precautions)

Citrikleen HD-RTU

Penetone Corp.

Degreaser, Concrete - Liquid

- Category #18A

Armor All Cleaner/Degreaser
Clean On The Go Eco Degreaser
Dawn Heavy Duty Degreaser - RTU (Ready to Use)
Duz-All Formula 77
EnviroClean
Green Unikleen 1223-100
Lightning Degreaser
LSI 4000 Granules Heavy Duty Degreaser
Malone Formula No. 98
Mod Orange
Natural Blue
Simple Green
Solvent Cleaner & Degreaser 378 GE
Spruce Power X
SW 1000
Tough Clean TC85 Biodegradable

Armor All Products
Spartan Chemical Co., Inc.
Procter & Gamble
Uncle Sam Chemical Co.
Enviro Clean Services, LLC
IPAX Cleanogel, Inc.
Banner Chemical Corp.
Lightning Supply, Inc.
Malone Chemical Co.
Modern Research Corp.
Permatex Industrial Corp.
Sunshine Makers, Inc.
AMAX Corp.
Spruce Industries
Heritage Labs, Inc.
Sprayon Products

Degreaser, Concrete - Solid

- Category #18B - Stock #AU0100235

Oil-Away
Pour & Sweep
LSI 4000 Granules Heavy Duty Degreaser

Oil-Away
Kem Tech Industries
Lightning Supply, Inc.

Deodorizing - Sanitizing Absorbent

- Category #19 - PATH Stock #003052, #015521

Isosorb Isolyser Liquid Treatment Solidifier
OD-ABII
Super-Sorb Instant Liquid & Vomit Absorbent
Zep D-A

Microtek Medical, Inc.
J.I. Holcomb Manufacturing Co.
Fresh Products, Inc.
Zep Manufacturing Co.

Detergent, Anti Static

- Category #20

Plexiglass Cleaner & Antistat, GC301

Banner Chemical Corp.

Detergent, Lead Specific

- Category #20A - Stock #AU0700500 Used in surfaces contaminated with lead.

Ledisolv

LSZ, Inc.

Detergent, Disinfectant, Odor Counteractant

- Category #21A - Stock #AU0700275 (12 oz. Spray).

A-33	Myers Supply
A-33 DRY	Airkem Professional Products
Absolute (Pre-measured)	Walton-March, Inc.
AF315 Neutral pH Disinfectant/Deodorant/Detergent	Betco Corporation
AIM Surface Disinfectant and Deodorant	Mirandy Products Ltd.
Airkem A-3	Airkem Professional Products
Ajax All Purpose Cleaner (Non-Phosphate)	Colgate-Palmolive Co.
Asepticare	National Laboratories
Bacti-Chem Detergent Disinfectant Cleaner	National Chemical Laboratories
Barcrobe	Barrier Industries, Inc.
Benefect Broad Spectrum Disinfectant	Sensible Life Products
Big D Granular Deodorant	Big D Industries, Inc.
Blot-Out Vomitus Deodorant Granules (DO701)	Banner Chemical Corp.
Champ Piña Colada Metered Air Freshener	Chase Products Company
Champion Apple Blossom Metered Air Freshener	Chase Products Company
Clean On The Go hdqC 2	Spartan Chemical Co., Inc.
Clean On The Go NABC Concentrate 1	Spartan Chemical Co., Inc.
Conquest w/Pine	Sterling Sanitary Supply Corp.
Consume Eco-Lyzer	Spartan Chemical Co., Inc.
Deodorizer - Fresh Scent Twist 'N Fill Product #13	3M Co.
Depotpac 5 Air Freshner-Odor Counteractant	Portion Pac Chemical Corp.
Discover TR Citrus Disinfectant	State Industrial Products
Earth Savors Mist Liquid Air Freshener	State Chemical Solutions
Earth Savors Mist Air Freshener [All Fragrances]	State Chemical Solutions
Ecotru Professional	EnviroSystems, Inc.
Forward DC	Johnson Wax Co., S.C. Johnson
Green Key - Neutral Cleaner Detergent	Diamond Chemical Company
Green Solutions Neutral Disinfectant Cleaner	Spartan Chemical Co., Inc.
Isopropyl Alcohol	Twi-LaQ Industries
Lysol Brand Disinfectant Bulk	National Laboratories
Lysol Brand Disinfectant Spray	National Laboratories
Malone No. 76	Malone Chemical Co.
Malone No. 81	Malone Chemical Co.
Natural Miracle Instant Malodor Destroyer & Cleaner	National Chemical Laboratories
Neutra-Cide 256 Disinfectant Neutral Cleaner	National Chemical Laboratories
Neutral Quat Disinfectant Cleaner Twist ' Fill Product #23	3M Co.
NI-712 Orange & Strawberry	Neutron Industries, Inc.
Optically Energized Neutral Ph Detergent	Betco Corporation
PGP Comet Deoderizing Cleanser with Chlorinol	Procter & Gamble
PH7Q Neutral pH Disinfectant/Detergent/Deodorant	Betco Corporation
Pine Odor Disinfectant	National Chemical Laboratories
Pine Sol Broad Spectrum Formula	American Cyanamid Co.
Quality Care Disinfectant, Original Scent	Cleaning Solutions Group, Sherwin- Williams Co.

Quat #2
 Quat Disinfectant Cleaner Twist 'N Fill Product #5
 Quick Fill 310
 Quick Fill 930
 Sanikleen
 Saniscreen With Cleaner Block
 Soil Screen Germicidal Disinfectant
 SSS Commandair Micro Aerosol Refills
 Surfacide 6
 Taski Sanofresh Fleur
 Terrifico
 Vanguard Disinfectant Spray
 Welgicide

Enterprise Chemical & Paper Co.
 3M Co.
 Ecolab, Inc.
 Ecolab, Inc.
 Penetone Corp.
 Fresh Products, Inc.
 Dymon, Inc.
 Triple S
 Walton-March, Inc.
 JohnsonDiversey, Inc.
 Diamond Chemical Company
 Franklin Cleaning Technology
 Twi-LaQ Industries

Disinfectant

- Category #21B - Stock #AU0100065, #AU0100068, PATH Stock #006229

Antec Virkon S Broad Spectrum Disinfectant
 Austin A-1 Bleach
 Austin A-1 Bleach Commercial Disinfectant Sanitizer
 BAN-DIS Unscented Disinfectant
 Beacon Bleach
 Bio Silver
 Century Q 256 Cleaner/Disinfectant
 Comet Disinfectant Bathroom Cleaner
 Elite Professional Bleach
 Ful-Trole-64 Disinfectant Cleaner
 GTS Foaming Disinfectant
 PGP Comet Cleaner with Bleach - Ready to Use
 Puregreen24 Disinfectant & Deodorizer
 PureGreen24 Hard Surface Disinfectant
 Sani-Cloth Plus Germicidal Disposable Cloth
 Spic & Span Disinfecting All Purpose Spray & Glass Cleaner - RTU
 Spic & Span Disinfecting All-Purpose Spray & Glass Cleaner - concentrate
 Spic & Span Disinfecting All-Purpose Spray & Glass Cleaner - diluted
 SprayPAK Spray Disinfectant
 TET #7 Neutral Disinfectant Cleaner
 Ultra Clorox Bleach
 Vital-Oxide
 Ygiene 206 Sterilant

Antec International Limited
 James Austin Co.
 James Austin Co.
 Banner Chemical Corp.
 Q-Pak Corp.
 Mid-Continent Packaging, Inc.
 Multi-Clean
 Procter & Gamble
 James Austin Co.
 Multi-Clean
 Multi-Clean
 Procter & Gamble
 Pure Green, LLC
 Pure Green, LLC
 Nice-Pak Products, Inc.
 Procter & Gamble
 Procter & Gamble
 Procter & Gamble
 Chase Products Company
 Franklin Cleaning Technology
 Clorox Co.
 Vital Technologies, Inc.
 BioNeutral Group Inc.

Detergent, Liquid Synthetic

- Category #22A - Stock #AU0700030 (55 Gallons).

A-Ben-A-Qui
 APTCO All Purpose Cleaner
 Basic H
 Big Easy Non-Butyl Degreaser Cleaner
 Capital Pro-Line Springtime
 Citri-Clean Citrus Cleaner/Degreaser
 Clean Scrub

Gilman Products Co.
 Buckingham Wax Co.
 Shaklee Corp.
 EMS Brands Products
 Capital Supply Co.
 Twi-LaQ Industries
 Hillyard Chemical Co.

Cycle - Degrease
 Damp Mop
 Do-All #18
 EarthCare Summit Heavy Duty Cleaner
 Enco P.C. Cleaner
 Floor Corps pH Neutral Cleaner (Powder, Portion Control)
 G-O-E-S
 Green Submarine Cleaner
 GRL Blue
 H₂ Orange 2 Concentrate 117
 H₂ Orange 2 Products All Dilutions
 H₂ Orange 2 Super Concentrate 112
 Hurricane B
 K.P.C. Plastic Speed Cleaner
 K-99 Low Foam Cleaner
 KaiO
 Kleenmaster Brilliantize
 Lemon Free Rinse Cleaner
 Mirage Floor Finish Maintainer & Neutral Cleaner
 Misty All Purpose Cleaner
 Mr. Clean Liquid Floor Cleaner
 Mr. Clean M.Net Disinfectant Floor Cleaner
 Multi Purpose Cleaner
 Neutral Floor Cleaner
 Neutro-Jel 110R
 Never Rinse
 Nu-View Neutral Cleaner
 PDQ
 Pine Gold
 Pressure Wash Heavy Duty Foam Degreaser
 Barrier Relkem 99
 RT-6
 Sassafras All Purpose Cleaner
 Seventy 7
 Speedball Heavy Duty Spray Cleaner
 Spray It Clean
 SSS Heavy Duty Cleaner
 Stone-Glo Marble/Terrazzo Cleaning Concentrate
 Stride Ready-To-Use
 Sunbath Deodorizing Cleaner
 Sun-Glo Citrus All Cleaner
 Sun-Glo Heavy Duty Degreaser
 Swiffer Advanced Cleaner
 Swiffer Advanced or Wood Cleaner
 Swiffer Wet Cloths - Open Window Fresh (Ready to Use)
 Swiffer Wood Cleaner
 SYNCO
 The Natural Super Orange Clean
 Top Clean
 Top Flite Floor & Surface Detergent
 Tough Duty

Clean Environment Co., Inc.
 Spartan Chemical Co., Inc.
 RADCOB Solutions, Inc.
 Triple S
 Enterprise Chemical & Paper Co.
 Walton-March, Inc.
 Purex Industrial
 Butcher Co.
 Cello Chemical Corp.
 Envirox LLC
 Envirox LLC
 Envirox LLC
 Superco Specialty Products
 Kleenmaster Products Co.
 Rochester Midland Corp.
 KaiVac, Incorporated
 Brilliantize, Inc.
 Twi-Laq Industries
 National Chemical Laboratories
 Amrep, Inc.
 Procter & Gamble
 Procter & Gamble
 Scott Sani-Fresh International
 Scott Sani-Fresh International
 Selig Chemical Industries
 Puritan/Churchill Chemical Co.
 Bunzl Corp.
 Dynasurf Chemical Corp.
 Barrier Industries, Inc.
 Superco Specialty Products
 Barrier Industries, Inc.
 Mirandy Products, Ltd.
 Twi-Laq Industries
 Purex Industrial
 Butcher Co.
 Twi-Laq Industries
 Triple S
 Twi-Laq Industries
 Johnson Wax Co., S.C. Johnson
 Butcher Co.
 Twi-Laq Industries
 Twi-Laq Industries
 Procter & Gamble
 Procter & Gamble
 Procter & Gamble
 Procter & Gamble
 Banner Chemical Corp.
 Clean Environment Co., Inc.
 Hillyard Chemical Co.
 Betco Corporation
 Spartan Chemical Co., Inc.

Ultimate All Purpose Cleaner
Unikleen
Value
ZEP All Purpose Cleaner & Degreaser
ZEP Orange Gel Degreaser

Bunzl Corp.
Enterprise Chemical & Paper Co.
Scot Laboratories
Zep Commercial
Zep Manufacturing Co.

Detergent, Liquid Bioremediation Surface Cleaner

- Category #22B

Biorem-2000 Surface Cleaner
Jaws SC

Cliff Industries, Inc.
Kem Tech Industries

Detergent, Steam Jenny

- Category #24A - Stock #AU0700600 (5 Gallons), #AU0700610 (55 Gallons).

Lightning Steam-Away Cleaner
Steam Soft

Banner Chemical Corp.
Darm Incorporated

Drain Cleaner

- Category #26A - Stock #BA0100331

Air Brite Liquid
Alkaline Drain Opener
Grease Away
Dissolv L

Mirandy Products, Ltd.
Zep Inc.
American Industrial Supply, Inc.
Mirandy Products Ltd.

Drain Cleaner, Enzymatic Type

- Category #26B - Stock #BA0100335 (1 Gallon), #BA0100336 (55 Gallons).

Ban-Zyme Liquid
Drain Bug
Enviro-Zyme Grease Trap Powder Stock #BA0100320 (8 oz. Package)
Enzipure
Enzy Super
Enzymatic-Drain Cleaner (Enzymatic L)
PGPL Digestant Deoderizer
Super Fly-Away Liquid Bacteria/Enzyme Digester
The Cleaner

Banner Chemical Corp.
American Wax Co., Inc.
Enviro-Zyme, Inc.
Mirandy Products, Ltd.
Prestige Laboratories, Inc.
Mirandy Products, Ltd.
Procter & Gamble
Superco Specialty Products
Spartan Chemical Co., Inc.

Floor Finish, Metallic Interlock (Scrubbable)

- Category #28

Allsafe II Gray
APTCO Touchdown Floor Finish
Carefree
Clear Essence Floor Polish
Commander Floor Finish
Complete Floor Finish
Cornerstone Floor Sealer/Finish
Earl's 20% Solids Floor Finish
Earl's 25% Solids Floor Finish

Pace Chemical Products, Inc.
Buckingham Wax Co.
S.C. Johnson & Son, Inc.
Multi-Clean
Cello Chemical Corp.
Johnson Wax Co., S.C. Johnson
3M Co.
John A. Earl, Inc.
John A. Earl, Inc.

Earl's 4000A (Scrubable)	John A. Earl, Inc.
Enco Supreme B RBR	Enterprise Chemical & Paper Co.
Fast Track Ultra Wear Floor Finish	Janimart Corp.
Green Earth Floor Finish	Betco Corporation
Green Life Zinc - Free Floor Seal & Finish	Snappy Solutions Inc.
Lithofin Psi-Premium Silicon Impregnator	VIC International Corporation
LS-2000 Floor Finish M1150	Masury Columbia Co.
Mar Seal	Prestige Laboratories, Inc.
Masterpiece High Gloss Floor Finish	National Laboratories
ON AN'ON	Spartan Chemical Co., Inc.
P&G Pro Line Super Durable Floor Finish	Procter & Gamble
Perma Shield (Enseel Acrylic Sealer & Undercoater)	National Chemical Laboratories
Perma Shine (Brite Eyes Wet Look Premium Grade Floor Finish)	National Chemical Laboratories
PGPL Ambassador Floor Finish	Procter & Gamble
PGPL Dexterity Floor Finish	Procter & Gamble
PGPL Grand Opening Floor Finish	Procter & Gamble
PGPL High Affinity Floor Finish	Procter & Gamble
PGPL New Directions Floor Finish	Procter & Gamble
PGPL Presence Floor Finish	Procter & Gamble
PGPL Principal Floor Finish	Procter & Gamble
Spit Shine Ultra High Speed Kleen & Burnish	Janimart Corp.
Sprint	Johnson Wax Co., S.C. Johnson
Stone Medic Marble Polishing Compound	VIC International Corporation
Sun-Glo Everlast Hi-Speed Floor Finish	Twi-Laq Industries
Sun-Glo Promise Floor Finish	Twi-Laq Industries
Sunny-Side	Spartan Chemical Co., Inc.
Super Gloss Floor Finish #23	Sterling Sanitary Supply Corp.
Super Polymer Floor Finish	Burke Supply Co.
Total Floor Finish	Twi-Laq Industries
Traffic	Mirandy Products, Ltd.
Trilinc	Spartan Chemical Co., Inc.
Tuff Stuff Floor Finish	Brighton Chemical Co.
Ultra Gloss Floor Finish	Envirochem, Inc.
Victory Floor Finish	Cello Chemical Corp.
White Sun Floor Finish	Spartan Chemical Co., Inc.
ZAP MIRAGE Floor Finish Maintainer & Neutral Cleaner	National Chemical Laboratories

Floor Cleaner, General Purpose

- Category #29

5000-Sc Cleaning Solution	Orbio Technologies Group
Bio-Shine Floor Cleaner	Multi-Clean
Century Maintenance Cleaner	Multi-Clean
Dawn Heavy Duty Floor Cleaner conc	Procter & Gamble
Enviro Care Low Foam All Purpose Cleaner	Rochester Midland Corporation
Green Earth Daily Floor Cleaner	Betco Corporation
Institutional Formula Tide Floor & All-Purpose Cleaner - No Phosphate conc	Procter & Gamble
Institutional Formula Tide Floor and All-Purpose Cleaner - diluted	Procter & Gamble
Mr Clean Finished Floor Cleaner conc	Procter & Gamble
Mr Clean Finished Floor Cleaner dilute	Procter & Gamble
Multi-Purpose Liquid Hard Surface Cleaner	Procter & Gamble

P&G Pro Line Heavy Duty Spray Cleaner - Ready to Use	Procter & Gamble
P.A. Cleaner 2	Universolutions Inc.
PGP Comet Creme Deodorizing Cleanser	Procter & Gamble
PGPL Disinfecting Floor Cleaner conc	Procter & Gamble
PGPL Disinfecting Floor Cleaner dilute	Procter & Gamble
PGPL Finished Floor Cleaner conc	Procter & Gamble
PGPL Finished Floor Cleaner dilute	Procter & Gamble
PGPL Heavy Duty Spray Cleaner conc	Procter & Gamble
PGPL Heavy Duty Spray Cleaner dilute	Procter & Gamble
S&S Floor Cleaner conc	Procter & Gamble
S&S Floor Cleaner dilute	Procter & Gamble
S&S Floor Cleaner with Bleach powder	Procter & Gamble
Spic & Span Floor Cleaner with Bleach powder - diluted	Procter & Gamble

Floor Cleaner (Resilient Tile Stripper)

- Category #29A

APTCO Stripper	Buckingham Wax Co.
Armor All Cleaner/Degreaser	Armor All Products
Bravo Extra Heavy Duty Floor Stripper	S.C. Johnson & Son, Inc.
Champion Baseboard Cleaner & Floor Stripper	Chase Products Co.
Clean On The Go Damp Mop	Spartan Chemical Co., Inc.
Consume Micro-Muscle	Spartan Chemical Co., Inc.
Earth Sense #2 Spray & Wipe Cleaner Super Concentrate	National Chemical Laboratories
Earth Sense #4 Deodorizing Neutral Cleaner Super Concentrate	National Chemical Laboratories
Earth Sense #9 Speed Stripper Concentrate	National Chemical Laboratories
EarthCare Compass Neutral Floor Cleaner	Triple S
Easy Paks Neutral Cleaner	Drackett Professional, S.C. Johnson
Enco Formula No. 200	Enterprise Chemical & Paper Co.
Enco Typhoon Cleaner	Enterprise Chemical & Paper Co.
Flash Odorless/No Rinse Speed Stripper	National Chemical Laboratories
Floor Cleaner 2000 Plus	Tennant Co.
Full Strip	Fuller Brush Co.
Green Earth Floor Stripper	Betco Corporation
Green Life Floor Stripper	Snappy Solutions Inc.
Green Solutions Floor Finish Remover	Spartan Chemical Co., Inc.
Instant Mildew Remover/Bathroom Cleaner	Betco Corporation
Low Foam Extraction Cleaner	Betco Corporation
Modified One-Step Spray Power	Sterling Sanitary Supply Corp.
Moppaclite pH Neutral Floor Cleaner	Portion Pac Chemical Corp.
NAD-75	Spartan Chemical Co., Inc.
P&G Pro Line Floor Finish Stripper	Procter & Gamble
P&G Pro Line Floor Finish Stripper - Concentrate	Procter & Gamble
P&G Pro Line Floor Finish Stripper - diluted for use per label instructions	Procter & Gamble
PGPL Baseboard Stripper	Procter & Gamble
Power Cleaner 155	Penetone Corp.
Prime Time	Walton-March, Inc.
Scrub	Mirandy Products, Ltd.
Soil Screen All-Purpose Neutral Floor Cleaner	Dymon, Inc.
Square One	Spartan Chemical Co., Inc.
Step-Off	S.C. Johnson & Son, Inc.

Strippit
Sundance Floor Cleaner
Sun-Glo Hot Stripper
Super Strip II
Taski R50 Concentrated Floor Cleaner
Tile & Terrazzo Recycling Concentrate 9650
Top Guard Base Strip (a.k.a., Sun-Glo Base Strip)
Ultra Stripper

Misco Products Corporation
Butcher Co.
Twi-Laq Industries
Barrier Industries, Inc.
Lever Industrial, Inc.
Tennant Co.
Twi-Laq Industries
Multi-Clean

Floor Sealer

- Category #29B

Acrylic Floor Sealer
De-Fense
ENECLAD Clear Floor Sealer Base
ENECLAD Clear Floor Sealer Activator
Excel
P&G Pro Line Floor & Concrete Sealer
P&G Pro Line Floor Sealer
Top Guard Ready To Use

Twi-Laq Industries
Purex Industrial
ENECON Corporation
ENECON Corporation
Purex Industrial
Procter & Gamble
Procter & Gamble
Top Guard Products

Floor Sealer (Concrete)

- Category #30

ENECLAD Floor Protection System Base
ENECLAD Floor Protection System Activator
ENECLAD Self Priming Screed Base
ENECLAD Self Priming Screed Activator
ENECLAD Self Priming Screed Aggregate
P&G Pro Line Floor & Concrete Sealer
Super Gard

ENECON Corporation
ENECON Corporation
ENECON Corporation
ENECON Corporation
ENECON Corporation
Procter & Gamble
Purex Industrial

Furniture Polish

- Category #31A - Stock #AU0100430 (14 oz.).

Award Furniture Polish
Champion Lemon Furniture Polish
Earl's Waxing, Dusting, Cleaning Polish
First Class Furniture Polish
Furniture Polish 19 oz.
Green Polish
Guardsman Institutional Lemon Polish
Lemon Speedwax
Long Life Surface Rejuvenator
P&G Pro Line Furniture Polish
Pledge
Quality Care Furniture Polish, Lemon
Silky Furniture & Equipment Polish
SprayPAK Lemon Furniture Polish

Ecolab, Inc.
Chase Products Co.
John A. Earl, Inc.
Franklin Cleaning Technology
Twi-Laq Industries, Inc.
Enviroform Industries
Colgate-Palmolive Co.
Purex Industrial
Sterling Sanitary Supply Corp.
Procter & Gamble
Johnson Wax Co., S.C. Johnson
Cleaning Solutions Group, Sherwin- Williams Co.
Butcher Co.
Chase Products Company

Graffiti Remover (Aerosol and Bulk)

- Category #31B - Stock #AU0100594 (1 Pint Pump Spray, #AU0100595 (1 Gallon), #AU0100595 (55 Gallons).

Everything Goes Restoration and Graffiti Stripper
GG-80 Graffiti Remover
Graffiti Gobbler
Graffiti Gone W.B.
Graffiti Remover SAC
Graffiti Shield
Jetgo Bust Rust (aerosol & bulk)
Kick
Knock-Off Graffiti Remover
MC 800 So-Safe Liquid Graffiti Remover
MC 850 So-Safe Sprayable Gel Graffiti Remover
Motsenbocker's Lift Off #3
Motsenbocker's Lift Off #4 Spray Paint Graffiti Remover
Navitone
Off Graffiti Remover
Simple Green
TAGAWAY Graffiti Remover
TAGINATOR Graffiti Remover
Workforce All Purpose Absorbent

Samax Enterprises
Polytech
American Industrial Supply
American Cleaning Solutions
Spartan Chemical Co., Inc.
American Industrial Supply
Penray Companies, Inc.
Visual Pollution Tech, Inc.
Multi-Clean
Hilti Construction Chemicals, Inc.
Hilti Construction Chemicals, Inc.
Motsenbocker's Lift Off
Motsenbocker's Lift Off
Penetone Corp.
American Industrial Supply, Inc.
Sunshine Makers, Inc.
Equipment Trade Service Co. Inc.
Equipment Trade Service Co. Inc.
Marcal Paper Mills, Inc.

Grease & Oil Absorbents

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

All Purpose Floor Absorbent
Clean Sweep
Dri-Zorb
Dual Absorb-It 2005 - Low Dust
Floor Dry
Green Stuff Absorbent
Grease-Away
Hi-Dri Floor Absorbent
HTP
Magic Sorb
Oclansorb- for chemical spills only
Oil Dri Granular Absorbent
Peat Sorb Oil Absorbent - for oil spills only
Sol-Speedi-Dri
SpillAway+ Absorbent
Super-Sorb
Zorball

Sud-Chemie Absorbents, Inc.
Kem Tech Industries
DMS&D Associates, Inc.
Superco Specialty Products
Eagle Picher Co.
D2L Products
American Industrial Supply
Waverly Minerals, Inc.
American Products, Inc.
ITW Devcon Environmental Systems
Hi-Point Peat Limited
Oil Dri Corp.
E Global Solutions, Inc.
Engelhard Minerals & Chemicals
EnviroLogic BioBased Technologies, Inc.
American Industrial Supply
Profile Products, LLC

Floor Cleaner, Sweeping Compound

- Category #32A - Stock #AU0100240

Kleen Sweep
No Sand Oil Base Sweeping Compound

Akona, LLC
Banner Chemical Corp.

Hand Cleaner, Cream (with Lanolin & Germicide)

- Category #33 - Stock #AS0700090

Alcare Foamed Alcohol
GOJO Lotion Cream Soap
Harley Cream Medic

Calgon Vestal Laboratories
GOJO Industries
Harley Chemicals

Hand Cleaner, Foaming

- Category #34

Bio-Bubbles Foaming Hand Soap
CLEÁ Foaming Hand Wash
CLEÁ Nature Grit All-Purpose Heavy Duty Hand Cleaner
Foaming Hand Cleaner
Green Isle Foaming Hand and Body Wash
Lite'n Foamy Foaming Pearlux
Lite'n Foamy Sunflower Fresh
InstantFOAM Non-Alcohol - Dye & Fragrance Free Hand Sanitizer

Multi-Clean
Unisan Products
Unisan Products
Inopak, Ltd.
Multi-Clean
Spartan Chemical Co., Inc.
Spartan Chemical Co., Inc.
DEB USA Inc.

Hand Cleaner, Liquid

- Category #36 - Stock #AU0700070, #AU0700073

Anti Microbial Pink Lotion Soap
Cool-Blue-Foam
Cormatic Antiseptic Hand Soap
Cormatic Frost Lemon Soap
Cormatic Pink Pearl Hand Soap
Formula 86 - 15% Hand Soap
Formula 87 - Lotionized Soap
Green Life Liquid Hand Soap
Hand Cleaner, Antiseptic
LTS Lotion Soap
Luron Lotion Hand Cleanser
Palmetto (Formerly BALMA-SEPTIC)
Pink Crystal Hand Soap
Pink Lotion Soap
Pink Lotion Soap/Capco Coconut Liquid Hand Soap
Power Gold Hand Cleaner w/Crushables
Pure Go Antiseptic Bio Hand Cleaner Citrus Scent
Sanigizer
Sof-Touch Hand Soap
Veltone Liquid Hand Cleaner

Bedford Chemical Div., Ferro Corp.
Simoniz USA Inc.
Georgia-Pacific Corp.
Georgia-Pacific Corp.
American Paper Towel Co.
Malone Chemical Co.
Malone Chemical Co.
Snappy Solutions Inc.
NCH Corp.
Calgon Corp.
U.S. Borax Co.
Rochester Midland Corp.
Twi-LaQ Industries, Inc.
Kutol Products Co.
Harley Chemicals
GOJO Industries
Safetec of America, Inc.
Ecolab, Inc.
Barrier Industries, Inc.
Cello Chemical Corp.

Hand Cleaner, Lotion

- Category #37 - Stock #AU0700075

Coconut Oil Hand Soap
Epicare Lotion Soap
Industrial Creamedic
Kresto EF

Twi-LaQ Industries
Ecolab, Inc.
Harley Chemicals
Stockhausen, Inc.

Pink Lotion Hand Soap
SBS-61 Lotion Soap
Slimline Pink Pearl Lotion Hand Cleaner

Twilaq Industries
Deb SBS, Inc.
Kutol Products Co.

Hand Cleaner, Powdered

- Category #38A - Stock #AU0100470

Boraxo
Economy Borated Powder Hand Soap
Lan-O-Kleen Plus
Pax-Lano-Sav

U.S. Borax Co.
Banner Chemical Corp.
Penetone Corp.
Calgon Corp.

Hand Cleaner, Powdered (with Lanolin)

- Category #38B - (5 lb. Box)

APTCO Superior Hand Cleaner w/Lanolin
Gentle Giant

American Paper Towel Co.
Carroll Company

Hand Cleaner, Waterless

- Category #39 - Stock #AU0700060, #AU0700080

Blue Label
Waterless Hand Soap
SBS-30 Waterless Skin Cleanser

DL Group, Banite Inc.
Magnus Chemical Division, Inc.
Deb SBS, Inc.

Hand Sanitizer

- Category #40 - Stock #AU0700087

Foaming Alcohol Hand Sanitizer
Purell Instant Hand Sanitizer
Soft & Shield Hand Sanitizer
Zytrel XP Sanitizer & Moisturizing Lotion

Simoniz USA Inc.
GOJO Industries
Bioderm Technologies, Inc.
SaniCare

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

Anileator Insect Repellent Towelette (Stock #AU0100096)
Cutter Advanced Insect Repellent Towelette (Contains Picaridin)
(Stock #AU0100085)
Cutter Advanced Insect Repellent Pump Spray (Contains Picaridin)
Off Deep Woods Insect Repellent Pump Spray (Stock #AU0100098)
Repel Sportsmen Insect Block 29 Aerosol (Stock #AU0100098)

Hilton Head Laboratories
Spectrum Brands, Inc.
Spectrum Brands, Inc.
S.C. Johnson & Son, Inc.
Wisconsin Pharmacal Co.

Metal Cleaner & Polish

- Category #43 - Stock #GM0100760.

Brown Metal Polish 505
Chlor*Rid Industrial Cleaning Solution
Desk and Office Cleaner 573
Five Star Brass and Metal Polish
Green Polish

Buckingham Wax Co.
CHLOR*RID International, Inc.
3M Co.
Zep Inc.
Enviroform Industries

Lime-A-Way Acidic Cleaner
Medallion Metal Polish
Misty Multipurpose Cleaner & Polish UVX
Misty Spray Cleaner & Polish
Noxon
Oz Cream Polish
Restoro Polish 00 Smoke

Ecolab, Inc.
Ecolab, Inc.
Amrep, Inc.
Amrep, Inc.
Boyle-Midway, Inc.
H. Behlen & Bro.
Restoro Polish Co.

Metal Cleaner, Water Emulsion Painted Surfaces Metals, Plastics

- Category #44 - Stock #AU0100440 (1 Gallon).

Nu-Sheen

Nu-Sheen Products

Odor Control Chemical

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

Aerosol Air Refresher Febreze Air Effects (all scents)	Procter & Gamble
Air Interceptor Air Neutralizer	Green Planet Products
Airkem Gold Label Solidaire	Airkem Professional Products
Aquatoc	Ecolab, Inc.
Aquatoc	Airkem Professional Products
Aquazyme	Packard Industries, Inc.
Aquinoc	Airkem Professional Products
Bad Air Sponge (#AS0101500 (1 pound), #AS0101510 (5 pounds))	Mateson Chemical Corp.
Big D D'Vour	Big D Industries, Inc.
Cherry Blossom Deodorizer & Cleaner	Burke Supply Co.
Clean On The Go Smoke & Odor Eliminator	Spartan Chemical Co., Inc.
Dr. Zyme Enzyme Odor Controller and Eliminator	Chemsearch Div. of NCH Corp.
Erase	Geritrex Corp.
Febreze Fabric Refresher Extra Strong Pegable Pump Spray RTU	Procter & Gamble
Gold Label Liquid	Airkem Professional Products
Gold Label Mist (Aerosol)	Airkem Professional Products
Green Label Liquid	Airwick, Reckitt Benckiser
Multi-Clean Odor Out	Minuteman International, Inc.
Nilium Water Soluble Deodorizer	Nilodor, Inc.
PGP Febreze Deep Penetrating Fabric Refresher conc	Procter & Gamble
PGP Febreze Deep Penetrating Fabric Refresher dilute	Procter & Gamble
PGP Febreze Deep Penetrating Fabric Refresher RTU	Procter & Gamble
Rugbee Carpet & Room Deodorizer	S.C. Johnson & Son, Inc.
RX 60 Foul Odor Eliminator	Airex Laboratories
Solidaire Gold Label (Solid)	Airkem Professional Products
Solidaire Red Label (Solid Gel)	Airkem Professional Products
Spray N' Fresh	Fuller Brush Co.
Superior Odor Control	Force Chemical, Inc.
TCELL Odor Control Fragrances	Technical Concepts LLC

Runway Ice Control

- Category #53A - Stock #BI0100056

Clearway 1
Cryotech NAAC Solid Runway Deicer

Clearway, LLC
Cryotech Deicing Technology

Octamelt

Octagon Process, Inc.

General Ice Control

- Category #53B - Stock #BI0100058

Calcium Chloride Pellets 90
Cryotech Polar Guard Deicer
De-Icer 821 Ice Melting Compound
EarthGuard All Natural Ice Melter
Icemelt Potassium Acetate Liquid Deicing/Antiicing Fluid
Propellant 49 Ice & Snow Melter
Zero Gravity Third Rail Anti-Icer/De-Icer (DEGPG)

Dow Chemical Co.
Cryotech Deicing Technology
Penetone Corp.
Magco Incorporated
NA-Churs/Alpine Solutions
Pace Chemical Products, Inc.
Midwest Industrial Supply, Inc.

Ice Melt Rinsing Compound

- Category #53C - Stock #BI0100100

Rust Inhibitor

- Category #54

Jetgo Bust Rust (aerosol & bulk)
Prevox (aerosol & bulk)
HoldTight 102 Salt Remover/Flash Rust Inhibitor

Penray Companies, Inc.
Kano Laboratories, Inc.
HoldTight Solutions Inc.

Rust Remover

- Category #55 - Stock #AO0100430

Aerokroil (aerosol)
Jetgo Bust Rust (aerosol & bulk)
Kroil (bulk)

Kano Laboratories, Inc.
Penray Companies, Inc.
Kano Laboratories, Inc.

Protectant, Surface

- Category #56 - PATH #017339, #033244

Aerospace Protectant
All Purpose Lubricant & Protectant
EPSA-Pro Escalator Handrail Acrylic Polymer Protectant
KELTRACK Trackside Transit
TempFlex 35-160 Biodeg. Rail Curve Grease

303 Products
LiQuifix LLC
Aedeas Group LLC
Kelsan Technologies Corp.
Environmental Lubricants Manufacturing, Inc.

Skin Cream, Protective

- Category #57 - Stock #AS0101150. (for Non-Aqueous Irritants)

Derma Plus
Derma Shield
Fastex B4 Hand Barrier Cream
Protective Cream 411
SBS-46 Protective Cream

Acutech Industries, Inc.
Acutech Industries, Inc.
Glenveigh Developments Ltd
Penetone Corp.
Deb SBS, Inc.

Sunscreen

- Category #57A - Stock #AU0100491

Solar Guard Sunscreen Towel

ITW Dymon

Moisturizer

- Category #57B - Stock #AS0700080

Lurosoothe Hand & Body Lotion
Onox Hand Cream

Dial Corp.
Onox, Inc.

Aerosol

- Category #57C

Exaderm Aerosol

NCH Corp.

Spot Cleaner, Upholstery & Carpet

- Category #61B

Contempo H₂O₂ Spotting Solution
HOST Dry Carpet Cleaner
HOST Prep
HOST Spot Remover for Carpet
Orvus WA Paste
PGPL Bio Spot Carpet Spot Remover RTU
PGPL Bonnet Traffic Lane Cleaner conc
PGPL Bonnet Traffic Lane Cleaner dilute
PGPL Carpet Upholstery Protectant conc
PGPL Carpet Upholstery Protectant dilute
PGPL General Use Carpet Spot Remover
PGPL Tannin Spot Carpet Spot Remover
Professional Spot Prep
Revitalize 101 Prespray/Bonnet Detergent
Revitalize 31 Beverage Spotter
Rugbee Enzyme Spotter
Rugbee Solvent Spotter
Soil Release #58
STAIN-X Pro Carpet & Upholstery Extraction Shampoo
Sun-Glo Spot Remover
TRI-TEX

Spartan Chemical Co., Inc.
Racine Industries, Inc.
Racine Industries, Inc.
Racine Industries, Inc.
Procter & Gamble
Cleanmaster
Ecolab, Inc.
Ecolab, Inc.
Johnson Wax Co., S.C. Johnson
Johnson Wax Co., S.C. Johnson
Sterling Sanitary Supply Corp.
AMI/STAIN-X
Twi-Laq Industries, Inc.
Airkem Professional Products

Spray Buff, Pre-Mixed

- Category #62

Carefree Showtime Superior Gloss Spray Cleaner
Easy Task Restorer Spray Buff
Low And Behold
Mirage Floor Finish Maintainer & Neutral Cleaner
Mop & Buff Floor Restorer
PGPL Spray Buff Maintainer
Renu Spray Buff Emulsion
Snapback
Spit Shine Ultra High Speed Kleen & Burnish
Spray Buff

Burke Supply Co.
Betco Corporation
Ecolab, Inc.
National Chemical Laboratories
Twi-Laq Industries
Procter & Gamble
National Chemical Laboratories
S.C. Johnson & Son, Inc.
Janimart Corp.
Cello Chemical Corp.

Spray Buff
Sun-Glo Floor Restorer
Sun-Glo Pink Spray Buff

Spartan Chemical Co., Inc.
Twi-Laq Industries
Twi-Laq Industries

Spray and Rinse Detergent (Car Wash)

- Category #63 - Stock #AU0100823 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

Armor All Protectant
FO 976 TA Bus Wash
J-Wax Believe Traffic Film Remover
Penetone 155 (Stock #BA0100343)
Strength

Armor All Products
Fine Organics Corp.
Johnson Wax Co., S.C. Johnson
Penetone Corp.
Magnum Research Corp.

Stainless Steel Cleaner & Wash

- Category #65A - Stock #GM0100760.

Brilliance Stainless Steel Wipes
Cello Sleek Stainless Steel Cleaner
CitriSurf 2325
CitriSurf 77 Plus
Deep Gloss Maintainer for Stainless Steel (Aerosol)
ECO-SSS
Formula FS
Metalo Stainless Steel Cleaner
NU-Sheen
PGPL Stainless Steel Polish
Power Cleaner 155 (Bulk) (Stock #BA0100343 - 6 Gallons)
Shimmer (Bulk & Aerosol)
Spic & Span Disinfecting All Purpose Spray & Glass Cleaner - RTU
Spic & Span Disinfecting All-Purpose Spray & Glass Cleaner - concentrate
Spic & Span Disinfecting All-Purpose Spray & Glass Cleaner - diluted
Stainless Steel Cleaner & Polish
Swell Stainless Steel Cleaner
Triple S Stainless Steel Cleaner
ZUD Heavy Duty Cleanser (Powder)

Brilliance Holdings, Ltd.
Cello Chemical Corp.
Stellar Solutions, Inc.
Stellar Solutions, Inc.
Johnson Wax Co., S.C. Johnson
American Industrial Supply
Synthetic Labs, Inc.
Twi-Laq Industries
Nu-Sheen Products
Procter & Gamble
Penetone Corp.
National Laboratories
Procter & Gamble
Procter & Gamble
Procter & Gamble
ITW Dymon
Twi-Laq Industries
Triple S
Reckitt Benckiser, Inc.

Toilet Bowl Cleaner, Liquid

- Category #66B

Bath Guard - Acid Free Disinfectant Bathroom Cleaner
Bath Mate Acid-Free Washroom Cleaner
Bestuff Cream Cleanser and Non-Acid Bowl Cleaner
Big D Urinal Block with Enzyme (Non-Para) (Stock #AU0100070)
Bio-Bath Foaming Restroom Cleaner
Bol Maid Toilet Cleaner
Bowl Pac 532 Toilet Bowl & Bathroom Cleaner
Bowlaway Bowl & Bathroom Cleaner
Carefree Mild Bowl & Porcelain Cleaner/Disinfectant

Butcher Co.
Butcher Co.
Zep Inc.
Big D Industries, Inc.
Multi-Clean
Betco Corporation
Portion Pac Chemical Corp.
Barrier Industries, Inc.
Burke Supply Co.

Charge Bowl Cleaner
 Comet Disinfectant Bathroom Cleaner
 Crew Tub & Tile Cleaner for Solution Center
 Disinfectant Restroom Cleaner
 EarthCare Fresh Start Washroom Tub & Tile Cleaner
 Foamy MAC Restroom Cleaner
 Formula 72 Germicidal Acid Bowl Cleaner
 Fresh 100 Non-Acid Disinfectant Cleaner
 Hi-Genic
 Jon Q. Publik
 Mint Bowl Cleaner
 Mr Clean Toilet Bowl Cleaner RR Disinfectant RTU
 NABC Non-Acid Disinfectant Bathroom Cleaner
 Non-Acid Bowl Cleaner
 PGPL Daily Sanitizing Restroom Cleaner RTU
 PGPL Thickened Acid Toilet Bowl Cleaner
 Remove Q Uratic Salt Remover
 Spray and Go Urinal Cleaner
 SSS Non-Acid Bowl Cleaner
 Stride Citrus HC Neutral Cleaner
 Sun-Glo Mint Bowl Cleaner
 Ulti-MIST Non-Para Odor Control Blocks
 Vani-Sol Disinfectant Washroom Cleaner

Butcher Co.
 Procter & Gamble
 Johnson Wax Co., S.C. Johnson
 Scott Sani-Fresh International
 Triple S
 Multi-Clean
 Malone Chemical Co.
 Multi-Clean
 Purex Industrial
 Barrier Industries, Inc.
 Twi-Laq Industries
 Procter & Gamble
 Spartan Chemical Co., Inc.
 Twi-Laq Industries
 Procter & Gamble
 Procter & Gamble
 Superco Specialty Products
 ZeroFlush, Inc.
 Triple S
 Johnson Diversey, Inc.
 Twi-Laq Industries
 Ultimate Solutions, Inc.
 National Laboratories

Tunnel Tile Surface Detergent

- Category #70 - Stock #AU0700665 (5 Gallons), #AU0700670 (55 Gallons). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

Bio Solve
 Business To Business Solutions Multi-Surface Cleaner
 Grignard Tunnel Tile Wash Winter Grade
 Hydroforce Butyl-Free All Purpose Cleaner/Degreaser
 J-Wax 100
 Key-Chem 02365
 Oxi Clean
 Port Tunnel Cleaner
 SAFE CARE SC-1000 Aqueous Cleaner Concentrate
 Shinline Multi Surface Cleaner
 Son of Super Brute Plus
 SuperWash
 Tunnel Wash
 Ultra One G-5 Degreaser
 ZEP Blue Magic
 ZEP-X-8886
 ZEP-X-9081

Westford Chemical Corp.
 Access Business Group LLC
 Grignard Co.
 CRC Industries, Inc.
 S.C. Johnson & Son, Inc.
 Stuart Ironsides
 Orange Glo International
 Twi-Laq Industries
 Gemtek Products
 Spartan Chemical Co., Inc.
 Applied Research, Inc.
 S.W.I. International Inc.
 Bergo Janitorial Supply
 Ultra One Corp.
 Zep Manufacturing Co.
 Zep Manufacturing Co.
 Zep Manufacturing Co.

Utility Cleaner, Paste

- Category #71A

Utility Cleaner, Powder

- Category #71B - Stock #AU0700441.

Ajax Cleaner Power-Oxygen Bleach
Ajax Cleanser with Bleach
Bab-O-Cleanser
Comet Cleanser
Con-Sal
Diversey F-100
Namico J-100
Permag #40

Colgate-Palmolive Co.
Colgate-Palmolive Co.
Fitzpatrick Bros., Inc.
Procter & Gamble
Church-Dwight Co.
JohnsonDiversey, Inc.
National Milling & Chemical Co.
Magnuson Products Corp.

Cleaner, General Purpose

- Category #71C - Stock #AU0700630

12 HD Hi-Foam (Super Concentrate) General Purpose Cleaner
Benefect Multi-Purpose Cleaner Concentrate
Bio Tough General Purpose Cleaner
Blue Velvet No Film General Purpose Cleaner
Champion Citrus Foaming Cleaner
Citrus Grease Solv
Double-O-Seven Peroxide Cleaner Concentrate
Earth Sense #1 Glass & Multi-Surface Cleaner
EarthCare Atlas Multi-Purpose Cleaner Degreaser
Fabuloso All Purpose Cleaner
Green Cleaner & Degreaser
Green Earth Natural All Purpose Cleaner
Green Earth Peroxide Cleaner Concentrate
Green Key - Oxygenated Cleaner
Green Life All Purpose Cleaner
Green Life All Purpose Peroxide Cleaner
Green Solutions Industrial Cleaner
Green Unikleen 1223-100
Hydroxi Pro Cleaning Wipes
Industrial Cleaner
Industrial Purple Cleaner and Degreaser Concentrate
Misty All Purpose Cleaner
Multi-Clean Century Maintenance Cleaner
Mr. Clean Magic Eraser – Original & Extra Power
Nature-Sol 100
OxyFect-G Peroxide Disinfectant Cleaner
S.B.R. General Purpose Cleaner and Restorer
SprayPAK All Purpose Cleaner
Super Clean Eze
Tribase Multipurpose Cleaner

Multi-Clean
Sensible Life Products
Multi-Clean
National Chemical Laboratories
Chase Products Company
Circle Janitorial Supply Inc.
Multi-Clean
National Chemical Laboratories
Triple S
Colgate-Palmolive Co.
Superco Specialty Products
Betco Corporation
Betco Corporation
Betco Corporation
Snappy Solutions Inc.
Snappy Solutions Inc.
Spartan Chemical Co., Inc.
IPAX Cleanogel, Inc.
Core Products Co.
A & C Green Cleaners LLC
Zep Manufacturing Company
Amrep, Inc.
Minuteman International, Inc.
Procter & Gamble
Brlin & Company, Inc.
Betco Corporation
Multi-Clean
Chase Products Company
Twi-Laq Industries, Inc.
Spartan Chemical Co., Inc.

Wall Cleaner, Tile

- Category #72A

Aqua-Safe
Armor All Cleaner/Degreaser

Brlin & Co., Inc.
Armor All Products

Bathroom Cleaner For Twist'N Fill System
 Benefect Atomic Cleaner, Fire & Soot Cleaner
 Eco-Phase Heavy Duty Cleaner/Degreaser Concentrate
 Enco Formula 'A'
 Green Life Tub & Tile Cleaner
 It's "OK" Green
 Neutra-Kleen Deodorizing Neutral Cleaner
 Prime Time
 Sterigent
 Sun-Glo Welsite Tile & Floor Cleaning Concentrate
 The Natural Basin, Tub & Tile Cleaner
 Top Notch

3M Co.
 Sensible Life Products
 Janimart Corp.
 Enterprise Chemical & Paper Co.
 Snappy Solutions Inc.
 Ardex Laboratories, Inc.
 Janimart Corp.
 Walton-March, Inc.
 Spartan Chemical Co., Inc.
 Twi-Laq Industries
 Clean Environment Co., Inc.
 Barrier Industries, Inc.

Window Cleaner, Concentrate Use as Delivered

- Category #72B - Stock #AU0700180, PATH Stock #004968 (1 Gallon). To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

Alcohol Cleaner	Lever Industrial, Inc.
Aptco Window Cleaner	Buckingham Wax Co.
Beacon Ammonia	Twi-Laq Industries, Inc.
Biorenewables Glass Cleaner	Spartan Chemical Co., Inc.
Board Cleaner	Surf Nano Products, LLC
Board Enhancer	Surf Nano Products, LLC
Clean on the Go Concentrated Glass & Hard Surface Cleaner	Spartan Chemical Co., Inc.
Concentrated Window Cleaner	Twi-Laq Industries
Earth Sense #1 Glass & Multi-Surface Cleaner	National Chemical Laboratories
EarthCare Infinity Glass Cleaner	Triple S
Enviro Care Glass Cleaner RTU	Rochester Midland Corporation
GC101 Heavy Duty Glass Cleaner	Banner Chemical Corp.
GLANCE NA Glass & Multi-Purpose Cleaner Non-Ammoniated	Johnson Diversey, Inc.
Glance RTU Glass & Multi-Surface Cleaner	Johnson Wax Co., S.C. Johnson
Glass Cleaner	Spartan Chemical Co., Inc.
Glass Cleaner Concentrate	J.I. Holcomb
Glass Cleaner Twist 'N Fill Product #1	3M Co.
Green Earth Glass Cleaner	Betco Corporation
Green Key - Glass & Hard Surface Cleaner RTU	Diamond Chemical Company
Green Logic Glass & Surface Cleaner	Core Products Co. Inc.
Kleer Brite Window & Glass Cleaner	National Chemical Laboratories
Lance (Use as delivered)	A.C. Fergusson, Inc.
Lightning Blend Glass Cleaner F455522	Franklin Cleaning Technology
Multi-Shine Glass and Surface Cleaner	Multi-Clean
PGPL Glass Cleaner conc	Procter & Gamble
PGPL Glass Cleaner dilute	Procter & Gamble
PGPL Glass Cleaner RTU	Procter & Gamble
Plexi-I-Guard Liquid	Sterling Sanitary Supply Corp.
Pro Shine	Paper Enterprises, Inc.
Sparkle (Use as delivered)	Mirandy Products, Ltd.
Spic & Span Disinfecting All-Purpose Spray & Glass Cleaner - concentrate	Procter & Gamble
Spray N' Shine Glass Cleaner	Fuller Brush Co.

SSS Glass Cleaner
Sun-Glo C-Thru Window Cleaner

Triple S
Twi-Laq Industries

Window Cleaner (Aerosol)

- Category #72C - Stock #AU0700195 (19 oz.).

Barrier Plexiglass Cleaner
Blue Sky Glass Cleaner
Glass Cleaner Twist N' Fill Product #1
Green Life Glass & Window Cleaner
Look Glass Cleaner
Nex Plex (ANP-261)
Plexi-I-Guard Aerosol

Barrier Industries, Inc.
Franklin Cleaning Technology
3M Co.
Snappy Solutions Inc.
Butcher Co.
NEXGEN
Sterling Sanitary Supply Corp.

Algae & Mold Cleaner & Remover

- Category #72D

Chomp Pro Algae & Mold Stain Cleaner & Remover
Comet Disinfectant Bathroom Cleaner

Environmental Solutions International
Procter & Gamble

PATH Cars - Exterior Cleaner

- Category #73A - PATH Stock #000708. To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase.

FO 3024-SV
FO 479 F
Greasinator Concentrate
Grignard BW#1
Penblast 316M
PureClean Aluminum/Steel-Brightener & Cleaner – Concentrate

Fine Organics Corp.
Fine Organics Corp.
EnvirOx LLC
Grignard Company
Penetone Corp.
Grignard Company

PATH Cars - Interior Cleaner

- Category #73B - PATH Stock #033253, #033239. To evaluate cost effectiveness of these products, vendor must state the recommended dilution ratio of the products. An evaluation of the performance using the recommended dilution must be performed by facility personnel prior to purchase. The 3M products must be diluted using Twist 'N Fill Chemical Dispenser.

Bravo Extra Heavy Duty Floor Stripper
Clean By Peroxy All Purpose Cleaner
FO 976 TA Bus Wash
General Purpose Cleaner Twist 'N Fill Product #8
Green Earth Peroxide Cleaner Concntrate
Neutral Cleaner Twist N' Fill Product #3
Neutral Quat Disinfectant Cleaner Twist 'N Fill Product #23
Quat Disinfectant Cleaner Twist 'N Fill Product #5
Quick Qleen #2 Interior Car Cleaner
Speed Stripper Twist 'N Fill Product #6
Taski Profi Floor Clean/Oil & Grease Remover
Taski Wiwax Cleaning and Maintenance Emulsion

S.C. Johnson & Son, Inc.
Spartan Chemical Co., Inc.
Fine Organics Corp.
3M Co.
Betco Corporation
3M Co.
3M Co.
3M Co.
3M Co.
Quick Chemical Specialties
3M Co.
JohnsonDiversey, Inc.
JohnsonDiversey, Inc.

TRACK-TEX AM
Ultra Stripper
Z-Green

Nalco Company
Multi-Clean
Zep Inc.

Food Service Maintenance Products

Category #74

Pre-Soak for Stainless Steel Flatware

Pretreater for Baked-On, Burnt-On Greasy Dishes
Silver Kleen SS
Silver Power - used only with Solitron 1000 dispenser

Procter & Gamble
Sanolite Corporation
Ecolab, Inc.

Chlorinated Machine Dishwashing Detergent - Stock #AU0700460.

Cascade ActionPacs Phosphate Free
Cascade Powder
Guardian Magnum
PGP Cascade Auto Dishwashing Detergent powder
Sanochlor

Procter & Gamble
Procter & Gamble
Ecolab, Inc.
Procter & Gamble
Sanolite Corporation

Chlorinated Machine Dishwashing Safe for Most Metals - Stock #AU0700460.

Guardian Acclaim

Ecolab, Inc.

Solid Detergent Capsule for Mechanical Dishwashers

Solid Power - used only with Power Activated Detergent Dispenser
Solid Power Plus - used only with Power Activated Detergent Dispenser

Ecolab, Inc.
Ecolab, Inc.

Machine Warewashing Detergent

Super Saver
Gladiator HD Machine Detergent
Ultra Dawn
Ultra Dawn antibacterial

Sanolite Corporation
Amsan
Procter & Gamble
Procter & Gamble

Concentrated Multi-Purpose Iodine - Stock #AU0700476.

Iodex
Mikroklene

Sanolite Corporation
Ecolab, Inc.

Pot and Pan or Hand Dishwashing Detergent

Amber Suds
Clean Quick Broad Range Quaternary Sanitizer - (concentrate)
Clean Quick Broad Range Quaternary Sanitizer (diluted)
Dawn Liquid Detergent for Power Wash Sinks conc
Dawn Liquid Detergent for Power Wash Sinks - dilute
Dawn Manual Pot and Pan conc

Amsan
Procter & Gamble
Procter & Gamble
Procter & Gamble
Procter & Gamble
Procter & Gamble

Dawn Manual Pot and Pan dilute	Procter & Gamble
Joy Dish Lemon Twist	Procter & Gamble
Joy Dishwashing Detergent	Procter & Gamble
Joy Manual Pot and Pan conc	Procter & Gamble
Joy Manual Pot and Pan dilute	Procter & Gamble
NEET	Ecolab, Inc.
Pot Luck #778	Sanolite Corporation

Solid Detergent Capsule for Pot and Pan or Hand Dishwashing Detergent Stock #AU0700450, #AU0700452.

Clean Quick Chlorine Sanitizer Packets (Powder) 100/1 oz	Procter & Gamble
Clean Quick Chlorine Sanitizer Cleaner - Powder - Concentrate 3/10lb	Procter & Gamble
Solitaire - used only with Solitron 1000 Dispenser	Ecolab, Inc.
Tetrox	Ecolab, Inc.

Rinse Additive and Drying Agent For use in automatic rinse injectors. Stock #AU0700470, #AU0700472.

Instant Dri	Sanolite Corporation
Jet Dry	Ecolab, Inc.
Rinse Dry	Ecolab, Inc.
Rinse It SP-4	Cavalier Chemical Company, Inc.
Solid Spot Free	Ecolab, Inc.
Special Rinse	Amsan

Solid Rinse Additive and Drying Agent for Use in Automatic Rinse Injectors. Stock #AU0700472.

Solid Spot Free - use only with Mikroverter Dispenser	Ecolab, Inc.
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Neutral Cleaner

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

Stainless Steel Cleaner - Stock #AU0100440, #GM0100760, PATH Stock #004372.

Soilax Acid Cleaner - Stock #AU0700474	Ecolab, Inc.
Clinging Limeaway	Ecolab, Inc.
Lime & Film Remover	Banner Chemical Corp.
Lime Out	Amsan
M-C 10 Sanitizer	Multi-Clean

Cream Suds No Phosphate	Procter & Gamble
Cream Suds No Phosphate dilute	Procter & Gamble
Cream Suds Phosphate	Procter & Gamble
Cream Suds Phosphate dilute	Procter & Gamble

Compublend System Chemicals

- Category #77

Base (A-Y)

3M Co.

Ready to Use

3M Co.

1:4 Concentrate

3M Co.

1:63 Concentrate

3M Co.

Additions		
Product	Manufacturer	Category
Zero Gravity Third Rail Anti-Icer/De-Icer (DEGPG)	Midwest Industrial Supply, Inc.	53B: General Ice Control
Champ Piña Colada Metered Air Freshener	Chase Products Company	21A: Disinfectant-Odor Counteractant
Pink Crystal Hand Soap	Tw-Laq Industries, Inc.	36: Hand Cleaner, Liquid
Fabuloso All Purpose Cleaner	Colgate-Palmolive Co.	71C: Cleaner, General Purpose
KaiO	KaiVac, Incorporated	22A: Detergent, Liquid Synthetic
Industrial Purple Cleaner and Degreaser Concentrate	Zep Manufacturing Company	71C: Cleaner, General Purpose
Super Clean Eze	Tw-Laq Industries, Inc.	71C: Cleaner, General Purpose
Furniture Polish 19 oz.	Tw-Laq Industries, Inc.	31A: Furniture Polish
Enviro Care Glass Cleaner RTU	Rochester Midland Corporation	72B: Window Cleaner, Concentrate
Sun-Glo Pink Spray Buff	Tw-Laq Industries, Inc.	62: Spray Buff, Pre-Mixed
Enviro Care Low Foam All Purpose Cleaner	Rochester Midland Corporation	29: Floor Cleaner, General Purpose
Sun-Glo Spot Remover	Tw-Laq Industries, Inc.	61B: Spot Cleaner, Upholstery & Carpet
Sun-Glo Optitergent Extraction Shampoo	Tw-Laq Industries, Inc.	12: Carpet Cleaner
Defoamer	Tw-Laq Industries, Inc.	12: Carpet Cleaner
Beacon Ammonia	Tw-Laq Industries, Inc.	72B: Window Cleaner, Concentrate
SpillAway+ Absorbent	EnviroLogic BioBased Technologies, Inc.	32: Grease & Oil Absorbents
Chlor*Rid Industrial Cleaning Solution	CHLOR*RID International, Inc.	43: Metal Cleaner & Polish

Deletions - None		
Product	Manufacturer	Category

Changes - None			
Product	Manufacturer	Category	Changes

VENDOR NAMES AND ADDRESSES

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

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

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

A.W. Chesterton Co.
500 Unicorn Park Drive
Woburn MA 01801-3345

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

Access Business Group LLC
7575 Fulton Street East
Ada, MI 49355-0001

Acutech Industries, Inc. (Benchmark Commercial, Inc.)
310 Brookhollow Industrial Blvd.
Dalton, GA 30721-3275

Advantage Marketing Associates
547 A Constitution Avenue, Suite A
Camarillo, CA 93012

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

Airex Laboratories
1640 Delmar Drive
Folcroft, PA 19032

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

Airwick, Reckitt Benckiser
Morris Corporate Center IV
399 Interpace Parkway, P.O. Box 225
Parsippany, NJ 07054-0225

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

Amax Industrial Products
369 East Main Street, Suite 13
East Islip, NY 11730

American Cyanamid Co.
697 Route 46
Clifton, NJ 07015

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

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

American Paper and Supply Company
10 Industrial Road
Carlstadt, NJ 07072

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

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

AMI/STAIN-X
P.O. Box 259662
Madison, WI 53725-9662

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

Amsan
5727 South Lewis Avenue
Tulsa, OK 74105

Amway Corp.
7575 East Fulton Road
Ada, MI 49355

Antec International Limited
Windham Road

Chilton Industrial Estate
Sudbury, Suffolk CO10 2XD UK

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

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

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

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

Armor All Products, (Clorox Company)
100 Twinbridge Drive, Ste G
Pennsauken, NJ 08110-4207

Banner Chemical Corp.
111 Hill Street
Orange, NJ 07050-3901

Barrier Industries, Inc. (Diamond Chemical Company, Inc.)
200 E. Main Street
Port Jervis, NY 12771

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

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

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

Bergo Janitorial Supply
114 Allen Blvd.
Farmingdale, NY 11735

Betco Corporation
1001 Brown Avenue
Toledo, OH 43607

Big D Industries, Inc.
5620 South West 29th Street
P.O. Box 82219
Oklahoma City, OK 73148-0219

Bioderm Technologies, Inc.
9 Georgetown-Chesterfield Road
Chesterfield, NJ 08515

BioNeutral Group, Inc.
211 Warren Street
Newark, New Jersey 07103-3568

Boyle-Midway, Inc.
South Avenue & Hale Street
Cranford, NJ 07016

Brilliance Holdings, Ltd.
121 Customs St West
Auckland Central, NZ

Brilliance, Inc. (Formerly Chemical Products Co., Inc.)
4952 Industrial Way
Benicia, CA 94510

Bruhin and Co., Inc.
P.O. Box 270
Indianapolis, IN 46206

Buckingham Wax Co.
51-03 Van Dam Street
Long Island City, NY 11101

Bullen Companies
1640 Delmar Drive
Folcroft, PA 19032-1406

Bunzl Corp.
256 Columbia Turnpike, Suite 212
Florham Park, NJ 07932-1298

Burke Supply Co.
Brooklyn Navy Yard, Building 293
63 Flushing Avenue
Brooklyn, NY 11205

Butcher Co. (Diversey, Inc.)
120 Bartlett Street
Marlborough, MA 01752

Calgon Corp. (Nu-Calgon)

Commercial Division
7501 Page Avenue
St. Louis, MO 63166

Calgon Vestal Laboratories (STERIS Corporation)
5035 Manchester Avenue
Saint Louis, MO 63110

Cavalier Chemical Company, Inc.
30 Papetti Place
Elizabeth, NJ 07207

Capital Supply Co.
620 12th Avenue
New York, NY 10036-1008

Carroll Company
2900 West Kingsley Road
Garland, Texas 75041

CELLO Professional Cleaning Products (Carroll Company)
1354 Old Post Road
Havre de Grace, MD 21078

Chase Products Company
19th and Gardner Road
Broadview, IL 60155

Chemsearch (Div. of NCH Corp.)
P.O. Box 152170
2727 Chemsearch Blvd.
Irving, TX 75062

Chemspec
901 North Newkirk Street
Baltimore, MD 21205-3013

CHLOR*RID International, Inc.
3356 N. San Marcos Place #104
Chandler AZ 85225

Church & Dwight Company, Inc.
469 North Harrison Street
Princeton, NJ 08540

Circle Janitorial Supply Inc.
5 East 12th Street
Paterson, NJ 07524

Clean Environment Co., Inc.
P.O. Box 4444

13305 "C" Street
Omaha, NE 68144

Cleaning Solutions Group
The Sherwin-Williams Co.
101 Prospect Avenue, N.W.
Cleveland, OH 44115

Cleanmaster
11015 47th Avenue West
Mukilteo, WA 98275

Clearway, LLC.
414 Wilson Avenue
Newark, NJ 07105

Clift Industries, Inc.
P.O. Box 67153
Charlotte, NC 28226

Clorox Co.
1221 Broadway
Oakland, CA 94612

Colgate-Palmolive Co.
300 Park Avenue
New York, NY 10022

Core Products Company
401 Industrial Drive
Canton, TX 75103

CRC Industries, Inc.
885 Louis Dr.
Warminster, PA 18947

Creative Chemicals, Inc.
88 Winter Street
Holyoke, MA 01040

Cryotech Deicing Technology (division of General Atomics International Services Corporation)
6103 Orthoway
Fort Madison, IA 52627

D2L Products
P.O. Box 2052
Colleyville, TX 76034-2052

Darm-SF, Inc.
P.O. Box 0218
Baldwin, NY 11510

Deb Group (DEB USA Inc. or Deb SBS, Inc.)
1100 Highway 27 South
Stanley, NC 28164-2205

Dial Corp. (a subsidiary of Henkel AG & Co. KGaA)
6901 McKissock Avenue
St. Louis, MO 63147

Diamond Chemical Company Inc.
Union Ave & DuBois Street
East Rutherford, NJ 07073

Diversey Wyandotte (Diversey, Inc.)
400 Washington Street, Suite 301
Braintree, MA 02184

DiversiTech
6650 Sugarloaf Parkway
Duluth, GA 30097-4364

DL Group, Banite Inc. (Acquired by Loctite)
47 East Market Street
Buffalo, NY 14204

DMS&D Associates, Inc.
4885 Pelletier Boulevard
West Bloomfield, MI 48324-2387

Dow Chemical Co.
2030 Dow Center
Midland, MI 48674

Drackett Professional, S.C. Johnson
1295 S.W. 4th Street
Delray Beach, FL 33444

Dymon, Inc.
805 East Old 56 Highway
Olathe, Kansas 66061

Dynasurf Corporation
917 Noble Street
Philadelphia, PA 19123

E Global Solutions, Inc. (Zorbit Technologies)
9-d Dunwood Road
Port Washington, NY 11050

Eagle-Picher Minerals, Inc.
9785 Gateway Drive, Suite 1000

Reno, NV 89521

Ecolab, Inc.
370 North Wabasha Street
St. Paul, MN 55102-2233

EcoSMART Technologies
3600 Mansell Road, Suite 150
Alpharetta, GA 30022

EMS Brand Products
9242 Commerce Highway
Pennsauken, NJ 08110

ENECON Corporation
6 Platinum Court
Medford, NY 11763

Engelhard Minerals & Chemicals Corp. (BASF Corporation)
Menlo Park
Edison, NJ 08817

Enterprise Chemical & Paper Co.
35-03 29th Street
Long Island City, NY 11106

Envirochem, Inc.
425 Whitehead Avenue
South River, NJ, 08882

Enviro Clean Services, LLC
P.O. Box 721090
Oklahoma City, OK 73172-1090

Enviroform Industries
7310 Adams Street, #H
Paramount, CA 90723

EnviroLogic BioBased Technologies, Inc.
827 Glenside Avenue
Wyncote, PA 19095

Environmental Lubricants Manufacturing, Inc.
311 B Avenue
Grundy Center, IA 50638

Environmental Solutions International
1261 North Raddant Road
Batavia, IL 60510

EnviroSystems, Inc.

224 Rolling Hill Road, Suite 2A
 Mooresville, NC 28117

EnvirOx LLC
 P.O. Box 2327
 1938 East Fairchild Street
 Danville, IL 61834-2327

Enviro-Zyme International, LLC
 2885 Bartells Drive
 Beloit, WI 53511

Equipment Trade Service Co. Inc.
 20 East Winona Avenue
 Norwood, PA 19074

Fiberlock Technologies, Inc.
 150 Dascomb Road
 Andover MA, 01810

Fine Organics Corporation
 420 Kuller Road
 PO Box 2277
 Clifton, New Jersey 07015-2277

Fitzpatrick Bros., Inc.
 625 North Sacramento Blvd.
 Chicago, IL 60612

Force Chemical, Inc.
 449 Bayview Avenue
 Cedarhurst, NY 11516

Ford Motor Company
 Attention: MSDS Information, P.O. Box 1899
 Dearborn, Michigan 48121

Franklin Cleaning Technology (The Betty Mills Company, Inc.)
 PO Box 214
 Great Bend KS 67530

Fresh Products, Inc.
 4010 South Avenue
 Toledo, OH 43615

Fuller Brush Company
 P.O. Box 1247
 One Fuller Way
 Great Bend, KS 67530

GEMTEK Products, LLC

3808 North 28th Avenue
Phoenix, AZ 85017

Georgia-Pacific
133 Peachtree Street, N.E.
Atlanta, GA 30303

Geritrex Corporation
144 Kingsbridge Road East
Mount Vernon, NY 10550

Gilman Products Intl. Inc.
P.O. Box 327 Riverview Mill
Wilton, NH 03086

Glenveigh Developments Ltd
PO Box 44145
Bedford, Nova Scotia B4A 3X5 Canada

GOJO Industries
One GOJO Plaza, Suite 500
Akron, OH 44311

Green Planet Products LLC
695 Rotterdam Industrial Park
Schenectady, New York 12306

Grignard Company
505 Capobianco Plaza
Rahway, NJ 07065

H. Behlen & Bro. (Division of RPM Wood Finishes Group, Inc.)
2628: Pearl Road
P.O. Box 777
Medina, Ohio 44258

Harley Chemicals Div., Bullen Companies
1700 Federal Street
Camden, NJ 08105

Heritage Labs, Inc.
40 Victoria Road
Staten Island, NY 10312

Hi-Lite Solutions, Inc.
1285 Brucetown Road
P.O. Box 0399
Clear Brook, VA 22624-0399

Hillyard Chemical Co.
302 North 4th Street

St. Joseph, MO 64502

Hilti Construction Chemicals, Inc.
5400 South 122nd East Avenue
Tulsa, OK 74146

Hilton Head Laboratories
219 Scott Street #182
Beaufort, SC 29902

Hi-Point Industries Ltd
P.O. Box 779
141 Sunset Drive
Bishop's Falls, NL
Canada A0H 1C0

HoldTight Solutions Inc.
P.O. Box 27907
Houston, TX 77227-7907

Hysan Corp.
2929: Allen Parkway
Houston, TX 77019-7100

Indco, Inc.
N. Railroad & Essex Sts.
Gloucester City, NJ 08030

Inopak, Ltd.
24 Executive Parkway
Ringwood, NJ 07456

IPAX Cleanogel, Inc.
8301 Lyndon Avenue
Detroit, MI, 48238

ITW Devcon Environmental Systems (Illinois Tool Works)
30 Endicott Street
Danvers, MA 01933

ITW Dymon (Illinois Tool Works)
805 East Old 56 Hwy.
Olathe, KS 66061

J.I. Holcomb, A Lawson Company
600 Corporate Woods Parkway
Vernon Hills, IL 60061

James Austin Co.
115 Downieville Road
P.O. Box 827

Mars, PA 16046

Janimart Corporation
733 Ridgedale Avenue
East Hanover, NJ 07936

John A. Earl, Inc.
216-222 Union Street
Hackensack, NJ 07601

Johnson Wax Co., S.C. Johnson
1525 Howe Street
Racine, WI 53403

JohnsonDiversey, Inc. (Diversey, Inc.)
8310 16th Street
Sturtevant, Wisconsin 53177-1964

KaiVac, Incorporated
401 South Third Street
Hamilton, OH 45011

Kano Laboratories, Inc.
1000 East Thompson Lane
Nashville, TN 37211

Kelsan Technologies Corp.
1140 West 15th Street
North Vancouver, British Columbia, Canada, V7P 1M9

Kem Tech Industries
N8076 Maple Street
Ixonia, WI 53036

Kleenmaster Products Co.
291 Roymar Road
Oceanside, CA 92054

Kutol Products Company
7650 Camargo Road
Cincinnati, OH 45243

Lever Industrial, Inc.
CH 9542
Munchweilen, Switzerland

Lightning Supply, Inc. (LSI)
87 Chadwick Road, Unit 200
Teaneck, NJ 07666-4203

LiQuifix LLC

110 Lenox Avenue
Stamford, CT 06906

LSZ, Inc.
30 Glenn Street, Suite 309
White Plains, NY 10603

Magco Incorporated (The Kissner Group)
32 Cherry Blossom Road
Cambridge, ON N3H 4R7 Canada

Magnum Research Corporation
40 Sawgrass Drive
Yaphank, NY 11980

Magnus Chemical Division, Inc.
1621 McEwen Drive, Unit #1
Whitby, ON, L1N 9A5 Canada

Magnuson Products Corp.
6 Chelsea Road
Clifton, NJ 07012

Malone Chemical Co.
34691 East 2300 North Road
Kempton, IL 60946-5010

Marcac Paper Mills, Inc.
1 Market Street
Elmwood Park, NJ 07407-1493

Masury Columbia Co.
2150 North 15th Avenue
Melrose Park, IL 60160

Mateson Chemical Corp.
1025 East Montgomery Avenue
Philadelphia, PA 19125

Microtek Medical, Inc.
602 Lehmborg Road
Columbus, MS 39702

Mid-Continent Packaging, Inc.
1220 North 54th Street
Enid, OK 73701

Midwest Industrial Supply, Inc.
1101 3rd Street Southeast
Canton, Ohio 44707

Minuteman International, Inc.
600 Cardigan Road
Shoreview, MN 55126

MINWAX Company
10 Mountainview Road
Upper Saddle River, NJ 07458

Mione Manufacturing Co.
51 Democrat Road
Mickleton, NJ 08056-1103

Mirandy Products, Ltd.
1078 Grand Avenue
South Hempstead, NY 11550-7902

Misco Products Corporation
1048 Stinson Drive
Reading, PA 19605

Modern Research Corp.
431 Stephenson Highway
Troy, MI 48083-1130

Motsenbocker's Lift Off
P.O. Box 90947
San Diego, CA 92169

Multi-Clean
600 Cardigan Road
Shoreview, MN 55126-3964

Myers Supply
831 Third Street
Hot Springs, AR 71913

NA-Churs/Alpine Solutions
421 Leader Street
Marlon, OH 43302

Nalco Company
1601 W. Diehl Road
Naperville, IL 60563-1198

National Chemical Laboratories of PA, Inc.
401 North Tenth Street
Philadelphia, PA 19123

National Laboratories
225 Summit Avenue
Montvale, NJ 07645

National Milling & Chemical Co. (Carroll Company)
11641 Pike Street
Santa Fe Springs, CA 90670-2937

NCH Corp.
Box 152170
Irving, TX 75015

Neutron Industries, Inc.
7103 N. Black Canyon Hwy
Phoenix, AZ 85021-7619

NEXGEN
9730 Variel Avenue
Chatsworth, CA 91311
P O Box 370937
Reseda, CA 91337

Nice-Pak Products, Inc. (PDI, the Healthcare Div. of)
Two Nice-Pak Park
Orangeburg, NY 10962-1376

Nilodor, Inc.
1470 Industrial Parkway
Bolivar, OH 44612

Nu-Calgon
2008 Altom Court
St. Louis, MO 63146

Nu-Sheen Products (U.S. Industrial Lubricants)
P.O. Box 426
Ottumwa, IA 52501

Octagon Process, Inc.
5195 South Durango, Ste 103
Las Vegas, NV 89113

Oil Dri Corporation of America
410 North Michigan Avenue
Chicago, IL 60611

Oil-Away
2316 Oakhaven Drive
Duarte, CA 91010

Onox, Inc.
44382 South Grimmer Blvd
Fremont, CA 94538

Orange Glo International (Church & Dwight Co., Inc.)
8765 Orchard Road, Suite #703
Englewood, CO 80111

Orbio Technologies Group, Tennant Company
701 North Lilac Drive
Minneapolis, MN 55440-1452

Pace Products, Inc.
4510 W. 89th Street, Suite 110
Prairie Village, KS 66207

Packard Industries, Inc. (Oppenheimer Biotechnology, Inc.)
7 Stow Road
Marlton, NJ 08053

Paper Enterprises, Inc.
770 East 132nd Street
Bronx, NY 10454

PCI of America
2701 Tower Oaks Boulevard, Suite 300
Rockville, MD 20852

Penetone Corporation
700 Gotham Parkway
Carlstadt, NJ 07072

Penray Companies, Inc.
440 Denniston Court
Wheeling, IL 60090-4731

Permatex Industrial Corp.
10 Columbus Boulevard
Hartford, Connecticut 06106

Polytech
2520 San Fernando Road
Los Angeles, CA 90085

PortionPac Chemical Corporation
400 North Ashland Avenue
Chicago, IL 60622

Positive Product Laboratories, Inc. (AMI/STAIN-X)
P.O. Box 281
Pleasantville, NY 10570

Prentiss Incorporated
3600 Mansell Road, Suite 350
Alpharetta, GA 30022

Prestige Laboratories, Inc.
100 Oak Street
East Rutherford, NJ 07073

Procter & Gamble
Ivorydale Technical Center
5299 Spring Grove Avenue
Cincinnati, OH 45217-1087

Profile Products, LLC
750 Lake Cook Road, Suite 440
Buffalo Grove, IL 60089

Pure Green, LLC
439 Centre Island Road
Centre Island, NY 11771

Purex Industrial
7300 Bolsa Avenue
Westminster, CA 92684-3800

Puritan/Churchill Chemical Co.
916 Ashby Street, NW
Atlanta, GA 30318

Q-Pak Corporation
2145: McCarter Highway
Newark, NJ 07104

Quick Chemical Specialties
2809 Kingsbridge Lane
Allentown, PA 18103-9275

Racine Industries, Inc.
1405 16th Street
Racine, WI 53401-1648

RADCOB Solutions, Inc.
4800 North State Road 7, Suite 105
Lauderdale Lakes, FL 33319

Ram Enterprises, Inc.
3131 Stonebrook Circle
Memphis, TN 38116

Reckitt Benckiser, Inc.
Morris Corporate Center IV
P.O. Box 225
399 Interpace Parkway
Parsippany, N.J. 07054-0225

Restoro Polish Co.
568 Lincoln Ave
Bellevue, PA 15202-3530

Rochester Midland Corporation
333 Hollenbeck Street
Rochester, NY 14621

Roman Adhesives, Inc.
824 State Street
Calumet City, IL 60609

S.C. Johnson & Son, Inc.
1525 Howe Street
Racine, WI 53403-5011

Safetec of America, Inc.
887 Kensington Avenue
Buffalo, NY 14215

Samax Enterprises
29-75 Riverside Avenue, Bldg. #2
Newark, NJ 07104

SaniCare
992 East 22nd Street
Brooklyn, NY 11210

Sanolite Corporation
26 Papetti Plaza
Elizabeth, NJ 07207-0818

Scot Laboratories
16841 Park Circle Drive
Chagrin Falls, OH 44023-4515

Scott Sani-Fresh International (Kimberly-Clark Corporation)
4702 Goldfield
San Antonio, TX 78218

Selig Chemical Industries (A Division of Acuity Specialty Products Group, Inc.)
840 Selig Drive, S.W.
Atlanta, GA 30336

Sensible Life Products
7 Innovation Drive, Suite 34
Flamborough, ON Canada L9H 7H9

Shaklee Corporation
4747 Willow Road

Pleasanton, CA 94588

Simoniz USA Inc.
201 Boston Turnpike
Bolton, CT 06043

Snappy Solutions Inc.
PO Box 305
Rochelle Park, NJ 07662

Spartan Chemical Co., Inc.
1110 Spartan Drive
Maumee, OH 43537

Spectrum Brands, Inc.
2150 Schuetz Road
St. Louis, MO 63146

Sponge-Jet, Inc.
235 Heritage Avenue, Suite 2
Portsmouth, NH 03801

Sprayon Products, Sherwin-Williams Co.
101 Prospect Ave. NW
Cleveland, OH 44114

Spruce Industries
759 East Lincoln Avenue
Rahway NJ 07065

State Chemical Solutions
3100 Hamilton Avenue
Cleveland, OH 44114

State Industrial Products
3100 Hamilton Avenue
Cleveland, OH 44114

Stellar Solutions, Inc.
4511 Prime Parkway
McHenry, IL 60050

Sterling Sanitary Supply Corp.
32-32 57th Street
Woodside, NY 11377

Stockhausen, Inc.
2401 Doyle Street
Greensboro, NC 27406

Stuart Ironsides (Houghton International Inc.)

Madison & Van Buren Avenues
Valley Forge, PA 19482

Sud-Chemie Absorbents, Inc.
31670 GA Hwy #3
South Meigs, GA 31765

Sunshine Makers, Inc.
15922 Pacific Coast Highway
Huntington Harbour, CA 92649

Superco Specialty Products
25041 Anza Drive
Valencia, CA 91355

Surf Nano Products, LLC
P.O. Box 504
Sea Isle City, NJ 08243-0504

Sherwin-Williams Company
101 Prospect Avenue NW
Cleveland, OH 44115

SWI International Inc.
487 Division Street
Boonton, NJ 07005

Synthetic Labs
24 Victory Lane
Dracut, MA 01826

Technical Concepts LLC
3124 Valley Avenue
Winchester, VA 22601-2636

Tennant Company
701 North Lilac Drive
Minneapolis, MN 55422

Top Guard Products, Corp.
1345: Seneca Avenue
Bronx, NY 10474

Total Recycling Services
P.O. Box 931
430 Victoria Terrace
Ridgefield, NJ 07657

Triple S
2 Executive Park Drive
Billerica, MA 01862

Turtle Wax, Inc.
625 Willowbrook Center Pkwy
Willowbrook, Illinois 60527

Twi-Laq Industries, Inc.
1345 Seneca Avenue
Bronx, NY 10474

U.S. Borax Co. (Dial Corporation, Henkel Corporation)
3075 Wilshire Boulevard
Los Angeles, CA 90010

Ultimate Solutions, Inc.
31 Columbus Avenue
Englewood, NJ 07631

Ultra One Corporation
Edgewater Industrial Park
112: East Avenue, Unit #8
Hackettstown, NJ 07840

Uncle Sam Chemical Co. (Advanced Chemical Technologies, Inc.)
573-575 West 131st Street
New York, NY 10027

Unisan Products
5450 West 83rd Street
Los Angeles, CA 90045

United Laboratories, Inc.
320 37th Avenue
St. Charles, IL 60174

Universolutions Inc.
1527 Edgemere Road
Wall Township, NJ 07719

VIC International Corporation
PO Box 12310
Knoxville, TN 37912

Visual Pollution Tech, Inc.
P.O. Box 12833
Scottsdale, AZ 85267-2833

Vital Technologies, Inc.
PO Box 9932
7830 Byron Drive, Suite 12
West Palm Beach, FL 33419

Walton-March, Inc. (Diversey, Inc.)
1620 Old Deerfield Road
Highland Park, IL 60035

Waverly Minerals, Inc.
31670 GA Hwy 3 South
Meigs, GA 31765

Westford Chemical Corporation (BioSolve Company)
329: Massachusetts Avenue
Lexington, MA 02420

Wisconsin Pharmcal Company
1 Pharmcal Way
Jackson, WI 53037

Wyandotte Chemicals Co. (BASF)
1609 Biddle Street
Wyandotte, MI 48192

Yonar Laboratories, Inc.
6615 Tributary Street, Suite N
Baltimore, MD 21224-6528

Zep Commercial
Enforcer Products Inc.
P.O. Box 1060
Cartersville, GA 30120

Zep Inc.
1420 Seaboard Industrial Blvd.
Atlanta, GA 30318

Zep Manufacturing Co.
10 Fadem Road
P.O. Box 299
Springfield, NJ 07081

Zep Professional
1310 Seaboard Industrial Blvd., NW
Atlanta, GA 30318

ZeroFlush Inc.
3008-3016 Lions Court
Kissimmee, FL 34744

Zorbit Technologies Inc.
3605 32nd Street, Unit 2W
Port Huron, MI 48060

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Sun-Glo Pink Spray Buff	62
Sun-Glo Promise Floor Finish	28
Sun-Glo Spot Remover	61B
Sun-Glo Welsite Tile & Floor Cleaning Concentrate	72A
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APPENDIX:
Instructions for Accessing Online MSDS's

Access to the site is available two ways.

Via a link from the eNet home page by clicking on the Material Safety Data Sheet link under Popular Links. A new window appears with the following clickable options:

- For Additional Instructions, Click Here
- Add a New Product (Administrators Access Only)
- Find an MSDS or View Inventory List

Via the Operations Services Department's web site by clicking on the MSDS link listed under Updates and New Features.

Searching for an MSDS:

Click on the black (M)SDS Box at the top of the page.

Click on the drop down arrow in the box entitled Choose a Criteria and select either Product name or a Manufacturer's name. Click on your selection.

Based on your previous selection, type in the name of the product or manufacturer in the blank box to the right of the screen.

Click on the Search Button.

Select and click on the adobe PDF icon to the left of the product name.

An additional box will appear on the screen.

Under the Action Heading - click on the word View and the MSDS will appear.

After viewing and/or printing the MSDS close the screen and you will be returned back to the view screen. Click on the close button.

To search for another MSDS, clear the previous search entry and enter a new product name or manufacturer's name and start the process again.

Please also note by pressing the black Help button, a drop down box labeled "Training Center" will provide a link to the 3E Basic User Guide, which may be clicked for access to operating instructions.

If a computer is not available, you may also call our MSDS vendor 3E at any time to have an MSDS faxed to you. They can be reached at (800) 451-8346.

We are available to provide assistance in accessing or using the MSDS system. If you have any questions or need any assistance, please contact Roger Gutzat at (201) 216-2812, rgutzat@panynj.gov or William Pockels at (201) 216-2227, wpockels@panynj.gov.

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East,

Southeast Asia, The Indian Subcontinent, or the Pacific Islands;

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

2. Contractor Not An Agent

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. Personal Non-Liability

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

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

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

6. Rights and Remedies of the Port Authority

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

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

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

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

7. Rights and Remedies of the Contractor

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

8. Submission To Jurisdiction

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

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

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

9. Harmony

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

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

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

The Contractor shall so plan and conduct its operations as to work in harmony with others engaged at

the site and not to delay, endanger or interfere with the operation of others (whether or not specifically mentioned above), all to the best interests of the Port Authority and the public as may be directed by the Port Authority.

10. Claims of Third Persons

The Contractor undertakes to pay all claims lawfully made against it by subcontractors, suppliers and workers, and all claims lawfully made against it by other third persons arising out of or in connection with or because of the performance of this Contract and to cause all subcontractors to pay all such claims lawfully made against them.

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

then upon the occurrence of any such event or during the continuance thereof, the Port Authority shall have the right on twenty four (24) hours notice to the Contractor to terminate this Contract and

the rights of the Contractor hereunder, termination to be effective upon the date and time specified in such notice. Termination shall not relieve the Contractor of any liabilities which shall have accrued on or prior to the effective date of termination.

- d. If any of the events enumerated in this Section shall occur prior to commencement date of this Contract the Port Authority upon the occurrence of any such event or any time thereafter during the continuance thereof by twenty-four (24) hours notice may terminate or suspend this Contract and the rights of the Contractor hereunder, such termination or suspension to be effective upon the date specified in such notice.
- e. No payment by the Port Authority of any monies to the Contractor for any period or periods after default of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Contractor and no act or thing done or omitted to be done by the Port Authority shall be deemed to be a waiver of the right of the Port Authority to terminate this Contract or of any other right or remedies to which the Port Authority may be entitled because of any breach thereof. No waiver by the Port Authority of any default on the part of the Contractor in the performance of any of the terms, covenants and conditions hereof to be performed, kept or observed by the Contractor shall be or be construed to be a waiver by the Port Authority of any other subsequent default in the performance of any of the said terms, covenants and conditions.
- f. In addition to all other rights of revocation or termination hereunder and notwithstanding any other provision of this Contract the Port Authority may terminate this Contract and the rights of the Contractor hereunder without cause at any time upon five (5) days written notice to the Contractor and in such event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such dates were the original expiration date hereof and if such effective date of termination is other than the last day of the month, the amount of the compensation due to the Contractor from the Port Authority shall be prorated when applicable on a daily basis. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions already performed but no allowance shall be made for anticipated profits.
- g. Any right of termination contained in this paragraph, shall be in addition to and not in lieu of any and all rights and remedies that the Port Authority shall have at law or in equity consequent upon the Contractor's breach of this Contract and shall be without prejudice to any and all such other rights and remedies. It is hereby specifically agreed and understood that the exercise by the Port Authority of any right of termination set forth in this paragraph shall not be or be deemed to be an exercise by the Port Authority of an election of remedies so as to preclude the Port Authority from any right to money damages it may have for the period prior to the effective date of termination to the original expiration date of the Contract, and this provision shall be deemed to survive the termination of this Contract as aforesaid.
- h. If (1) the Contractor fails to perform any of its obligations under this Contract or any other agreement between the Port Authority and the Contractor (including its obligation to the Port Authority to pay any claim lawfully made against it by any supplier, subcontractor or worker or other person which arises out of or in connection with the performance of this Contract or any other agreement with the Port Authority) or (2) any claim (just or unjust) which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor is made against the Port Authority or (3) any subcontractor under this Contract or any other agreement between the Port Authority and the Contractor fails to pay any claims lawfully made against it by any supplier, subcontractor, worker or other third person which arises out of or in connection with this Contract or any other agreement between the Port Authority and the Contractor or if in the opinion of the Port Authority any of the aforesaid contingencies is likely to arise, then the Port Authority shall have the right, in its discretion, to withhold out of any payment (final or

otherwise) such sums as the Port Authority may deem ample to protect it against delay or loss or to assure the payment of just claims of third persons, and to apply such sums in such manner as the Port Authority may deem proper to secure such protection or satisfy such claims. All sums so applied shall be deducted from the Contractor's compensation. Omission by the Port Authority to withhold out of any payment, final or otherwise, a sum for any of the above contingencies, even though such contingency has occurred at the time of such payment, shall not be deemed to indicate that the Port Authority does not intend to exercise its right with respect to such contingency. Neither the above provisions for rights of the Port Authority to withhold and apply monies nor any exercise or attempted exercise of, or omission to exercise, such rights by the Port Authority shall create any obligation of any kind to such supplier, subcontractors, worker or other third persons. If, however, the payment of any amount due the Contractor shall be improperly delayed, the Port Authority shall pay the Contractor interest thereon at the rate of 6% per annum for the period of the delay, it being agreed that such interest shall be in lieu of and in liquidation of any damages to the Contractor because of such delay.

- i. If the Port Authority has paid any sum or has incurred any obligation or expense which the Contractor has agreed to pay or reimburse the Port Authority, or if the Port Authority is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Contractor to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this Contract, or as a result of an act of omission of the Contractor contrary to the said conditions, covenants and agreements, the Contractor shall pay to the Port Authority the sum or sums so paid or expense so incurred, including all interests, costs and damages, promptly upon the receipt of the Port Authority's statement therefore. The Port Authority may, however, in its discretion, elect to deduct said sum or sums from any payment payable by it to the Contractor.
- j. If the Port Authority pays any installment to the Contractor without reducing said installment as provided in this Contract, it may reduce any succeeding installment by the proper amount, or it may bill the Contractor for the amount by which the installment paid should have been reduced and the Contractor shall pay to the Port Authority any such amount promptly upon receipt of the Port Authority's statement therefore.
- k. The Port Authority shall also have the rights set forth above in the event the Contractor shall become insolvent or bankrupt or if his affairs are placed in the hands of a receiver, trustee or assignee for the benefit of creditors.

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

The Port Authority shall not be precluded or estopped by any payment, final or otherwise, issued or made under this Contract, from showing at any time the true amount and character of the services performed, or

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

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

17. Records and Reports

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

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

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

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

Contract.

18. General Obligations

- a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
- b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.
- c. The Contractor shall pay all taxes, license, certification, permit and examination fees and excises which may be assessed on its property or operations hereunder or income therefrom, and shall make all applications, reports and returns required in connection therewith.
- d. The Contractor shall, in conducting its operations hereunder, take all necessary precautions to protect the general environment and to prevent environmental pollution, contamination, damage to property and personal injury. In the event the Contractor encounters material reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, in conducting its operations hereunder, the Contractor shall immediately stop Work in the area affected and report the condition in writing to the Manager. Work in the affected area shall not thereafter be resumed by the Contractor except upon the issuance of a written order to that effect from the Manager.
- e. The Contractor shall promptly observe, comply with and execute the provisions of any and all present and future rules and regulations, requirements, standard orders and directions of the American Insurance Association, the Insurance Services Office, National Fire Protection Association, and any other body or organization exercising similar functions which may pertain or apply to the Contractor's operations hereunder.

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

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

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commission or maintenance of a nuisance in or on the Facility.

- f. If by reason of the Contractor's failure to comply with the provisions of this Section and provided the Port Authority has given the Contractor five (5) days written notice of its failure and the Contractor shall not have cured said failure within said five (5) days, any fire insurance, extended coverage or rental insurance rate on the Facility or any part thereof or upon the contents of any building thereon shall at any time be higher than it otherwise would be, then the Contractor shall on demand pay the Port Authority that part of all fire insurance, extended coverage or rental insurance premiums paid or payable by the Port Authority which shall have been charged because of such violations by the Contractor.
- g. The Contractor shall conduct its operations hereunder so as not to endanger, unreasonably interfere with, or delay the operations or activities of any tenants or occupants on the premises or the Facility and, moreover, shall use the same degree of care in performance on the premises as would be required by law of the Port Authority and shall conduct operations hereunder in a courteous, efficient and safe manner.
- h. The Contractor shall provide such equipment and medical facilities as may be necessary to supply first aid service in case of accidents to its personnel who may be injured in the furnishing of service hereunder. The Contractor shall maintain standing arrangements for the removal and hospital treatment of any of its personnel who may be injured.

19. Assignments and Subcontracting

- a. The Contractor shall not sell, transfer, mortgage, pledge, subcontract or assign this Contract or any part thereof or any of the rights granted hereunder or any moneys due or to become due to it hereunder or enter into any contract requiring or permitting the doing of anything hereunder by an independent Contractor, without the prior written approval of the Port Authority, and any such sale, transfer, mortgage, pledge, subcontract, assignment or contract without such prior written approval shall be void as to the Port Authority.
- b. All subcontractors who provide permanent personnel to the Contractor for work under this Contract shall be given written notice to comply with all requirements of the Contract. The Contractor shall be responsible and liable for the performance and acts of each subcontractor.
- c. All persons to whom the Contractor sublets services shall be deemed to be its agents and no subletting or approval thereof shall be deemed to release this Contractor from its obligations under this Contract or to impose any obligations on the Port Authority to such subcontractor or to give the subcontractor any rights against the Port Authority.

20. Indemnification and Risks Assumed By The Contractor

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

The Contractor assumes the following risks, whether such risks arise from acts or omissions (negligent or not) of the Contractor, the Port Authority or third persons (including Contractor's employees, employees, officers, and agents of the Port Authority) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract,

and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Contractor's operations hereunder. The Contractor shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions of the Contractor, its officers, agents, or employees and if the Contractor shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Contractor shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Contractor's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claim, whether made against the Contractor or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Contractor's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

- b. The Contractor shall in case of unsafe floor conditions due to construction, wetness, spillage, sickness and all other types of hazardous conditions proceed to rope off the unsafe area and place appropriate warnings signs to prevent accidents from occurring. The Contractor shall clean said area to the satisfaction of the Manager.
- c. The Contractor shall at all times maintain in a clean and orderly condition and appearance any and all facilities provided by the Port Authority for the Contractor's operations, and all fixtures, sink closets, equipment, and other personal property of the Port Authority which are located in said facilities.

23. Accident Reports

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

24. Trash Removal

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

25. Lost and Found Property

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

26. Property of the Contractor

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

27. Modification of Contract

This Contract may not be changed except in writing signed by the Port Authority and the Contractor. The

Contractor agrees that no representation or warranties shall be binding upon the Port Authority unless expressed in writing in this Contract.

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

In addition, the Contractor shall promptly and fully inform the Director in writing of any intellectual property rights disputes, whether existing or potential, of which it has knowledge,

relating to any idea, design, method, material, equipment or any other matter related to the subject matter of this Agreement or coming to its attention in connection with this Agreement.

31. Contract Records and Documents – Passwords and Codes

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

When in the performance of the contract services the Contractor utilizes passwords or codes for any purpose, at any time during or after the performance of such services, upon written request by the Authority, the Contractor shall make available to the designated Authority representative all such passwords and codes.

32. Designated Secure Areas

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

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

33. Notification of Security Requirements

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

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

- Contractor/ Subcontractor identity checks and background screening

The Port Authority’s designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to

verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.

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

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable.

- Issuance of Photo Identification Credential

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

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

- Access control, inspection, and monitoring by security guards

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

to the Authority to determine compliance with this paragraph, which submission shall be conclusive and binding on the submitting entity.

- Compliance with the Port Authority Information Security Handbook

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

- (1) require that the Contractor and subcontractors, when appropriate, sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per the Handbook;
- (2) require that individuals needing access to CI be required to undergo a background check, pursuant to the process and requirements noted in § 3.2 of the Information Security Handbook.
- (3) require Contractors and commercial enterprises to attend training to ensure security awareness regarding Port Authority information;
- (4) specific guidelines and requirements for the handling of CI to ensure that the storage and protection of CI;
- (5) restrictions on the transfer, shipping, and mailing of CI information;
- (6) prohibitions on the publication, posting, modifying, copying, reproducing, republishing, uploading, transmitting, or distributing CI on websites or web pages. This may also include restricting persons, who either have not passed a pre-screening background check, or who have not been granted access to CI, from viewing such information;
- (7) require that CI be destroyed using certain methods, measures or technology pursuant to the requirements set forth in the Handbook;
- (8) require the Contractor to mandate that each of its subcontractors maintain the same levels of security required of the Contractor under any Port Authority awarded contract.
- (9) prohibit the publication, exchange or dissemination of CI developed from the project or contained in reports, except between Contractors and subcontractors, without prior approval of the Port Authority;
- (10) require that CI only be reproduced or copied pursuant to the requirements set forth in the Handbook.

- Audits for Compliance with Security Requirements

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

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

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

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

c. The Contractor shall hold all such confidential information in trust and confidence for the Authority, and agrees that the Contractor and the personnel provided by the Contractor hereunder

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

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

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

41. Personnel Standards

In addition to any specific personnel requirements that may be required under the clause entitled "Personnel Requirements" in the Specifications, the Contractor (and any Subcontractor) shall furnish competent and adequately trained personnel to perform the Work hereunder. If, in the opinion of the Manager, any

employee so assigned is performing their functions unsatisfactorily, they shall be replaced by the Contractor within twenty-four (24) hours following the Contractor's receipt of the Manager's request for such replacement.

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

44. Contractor's Vehicles – Parking - Licenses

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

marked or placarded, identifying it as the Contractor's vehicle.

45. Manager's Authority

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

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

46. Price Preference

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

- (a) Services, a price preference of 5% is available for New York or New Jersey Small Business Enterprises (SBE); or
- (b) Services (excluding Janitorial/Cleaning Services), a price preference of 10% is available for New York or New Jersey Minority or Women Business Enterprises (M/WBE),

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

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

47. M/WBE Good Faith Participation

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

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

- a. Dividing the services and materials to be procured into small portions, where feasible.
- b. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
- c. Soliciting services and materials from a Port Authority certified MBE/WBE or seeking MBEs/WBEs from other sources. To access the Port Authority's Directory of MBE/WBE Certified Firms go to www.panynj.gov/supplierdiversty
- d. Ensuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.
- e. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Subsequent to Contract award, all changes to the M/WBE Participation Plan must be submitted via a modified M/WBE Participation Plan to the Manager for review and approval by the Authority's Office of Business Diversity and Civil Rights. For submittal of modifications to the M/WBE Plan, Contractors are directed to use form PA3749C, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Contractor shall not make changes to its approved M/WBE Participation Plan or substitute M/WBE subcontractors or suppliers for those named in their approved plan without the Manager's prior written approval. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the Contractor's own forces, shall be a violation of this section. Progress toward attainment of M/WBE participation goals set forth herein will be monitored throughout the duration of this Contract.

The Contractor shall also submit to the Manager, along with invoices, the Statement of Subcontractor Payments as the M/WBE Participation Report, which may be downloaded at <http://www.panynj.gov/business-opportunities/become-vendor.html>. The Statement must include the name and business address of each M/WBE subcontractor and supplier actually involved in the Contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information that may assist the Manager in determining the Contractor's compliance with the foregoing provisions.

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

- extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

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

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2g", if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Contract. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

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

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

Bidders are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to

bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

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

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

4. Contractor Responsibility, Suspension of Work and Termination

During the term of this Contract, the Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach, including recovery of costs from Contractor associated with such termination.

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

At all times, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

In the event that the Contractor becomes aware of the occurrence of any conduct that is prohibited by this section entitled “No Gifts, Gratuities, Offers of Employment, Etc.”, it shall report such occurrence to the Port Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See “<http://www.panynj.gov/inspector-general>” for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

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

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

6. Conflict of Interest

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

7. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

Bid - shall mean bid;
Bidder - shall mean Bidder; except and until the Contract has been awarded, then it shall mean Contractor
Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

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