THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 22, 2013

Mr. Matt Schneider
Schoenberg Salt
381 Sunrise Highway, Suite 303
Lynbrook, NY 11563

Re: Freedom of Information Reference No. 13745

Dear Mr. Schneider:

This is a response to your February 1, 2013 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of actual bids for acetate or formate based deicer, including sodium acetate, potassium acetate, calcium magnesium acetate and sodium formate.

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/13745-C.pdf.

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

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

Very truly yours,

Ann L. Qureshi
FOI Administrator

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

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Collective# / RFQ Number / Bid Due Date
0000021537 / (/ 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Contact person/Telephone
Dinesh Chheda/212-435-3932

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010	Please see	price page.
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS** Net 30	**Total Delivered Price**	

PROCUREMENT
2010 JUN 30 AM 11:53

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed [signature]
Firm Name Cryotech Deicing Technology(a division of General Atomics Int'l Services Corp.)
Telephone number 800-346-7237 Date 6/14/10
Fax Number 319-372-2662
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed [signature] Date 6/14/10
Firm Name Cryotech Deicing Technolgoy (a division of General Atomics Int'l Services Corp.)

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
: / 06/30/2010

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.	Please see price page.	
1	Potassium Acetate Winter Deicing Chemica **The item covers the following services:** Potassium Acetate 3 Yr - 11/10 to 10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS** Net 30	**Total Delivered Price**	

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Signed [signature] Date 6/14/10
Firm Name Cryotech Deicing Technology (a division of General Atomics Int'l Services Corp.)

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been 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.

Coll. Bid #21537

POTASSIUM ACETATE LIQUID REQUIREMENTS CONTRACT

CONTRACT DESCRIPTION, SPECIFICATIONS AND PRICING SHEET(S)

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PART A - CONTRACT DESCRIPTION

1. GENERAL AGREEMENT POTASSIUM ACETATE LIQUID RUNWAY ICE CONTROL CHEMICAL

The following is the general agreement for the bid of a three-year requirements contract for Potassium Acetate. At any time after the opening of the Bids, the Authority may give written or oral notice to one or more Bidders to arrange for an inspection of the Bidder's distribution facilities owned, retained or hired under this contract for the purpose of determining, in part, the Bidder's qualification for the award. The Bidders, upon receipt of such notice, shall cooperate with the Authority in promptly making all arrangements for such an inspection. The giving of such notice to a Bidder shall not be construed as an acceptance of the Bid.

PROPERTIES OF POTASSIUM ACETATE AND OTHER REQUIREMENTS

1. Each Bidder shall, with its bid, submit independent laboratory evidence that product complies with SAE AMS 1435.
2. The product shall have a freezing point less than -50 deg. F, be non-flammable, and non-hazardous.
3. The product shall have no known deleterious effects on asphalt or concrete.
4. The product shall be tinted blue in color.
5. The Port Authority at its discretion may require a 5 gallon sample at no cost to the Port Authority to assure that the product when tested on dry, clean asphalt or concrete pavement (a) at full concentration and, (b) at 50-50 solution with water, both in no less than 7 evenly spaced square feet, must not depress the dry pavement value of the coefficient of friction by more than 0.15 MU or result in a wet/dry ratio of less than 0.85 (85%).
6. The Product provided shall consist of 50% Potassium Acetate by weight
7. The Potassium Acetate that makes up this mixture shall be of virgin industrial grade (raw).
8. The Bidder shall provide and include the most recent Material Safety Data Sheet(s) with its bid.
9. The Bidder shall provide and include Product Specifications with its bid (including raw material percentage, and application rates).
10. The Bidder shall provide and include the product's most recent results of biological oxygen demand (BOD) sampling and analysis, toxicity sampling analysis, and results of any other environmental tests with its bid.
11. The Bidder shall provide and include a detailed distribution plan including storage location, capacities and names, and locations of the trucking company to be utilized for delivery. The Bidder shall have a minimum storage capacity of at least 100,000 gallons and a product throughput of at least 20,000 gallons a day.

delivery. The Bidder shall have a minimum storage capacity of at least 100,000 gallons and a product throughput of at least 20,000 gallons a day.

12. The Contractor shall provide 2 hr. training session (for approx. 15-20 staff) at each of five (5) airports listed below addressing the product's intended usage, and health/safety issues at no additional cost to the Port Authority. However, the Port Authority will provide classroom space at no charge to the contractor.

13. a. The Bidder shall have had at least 3 year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of supplying chemicals 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 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. 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 $1,000,000 annual gross revenue from the type of materials required under this contract.

14. Failure to comply with any and/or all of the above items shall be cause for rejection of the bid.

It is the intent of the Port Authority to make an award to two Contractors based on the Primary and Secondary lowest delivered price. This contract will establish primary and secondary potassium acetate suppliers. If any Contractor is the lowest qualified bidder in both the Primary and Secondary categories, he/she shall be awarded as a Primary Contractor only. No Bidder shall be awarded as both a Primary and Secondary Contractor. The deicing chemical to be supplied is the same for both the Primary and Secondary Contracts. The primary supplier will receive all orders for Liquid Potassium Acetate. However, in the event the primary supplier cannot meet the delivery requirements of this contract, the secondary supplier will be requested to deliver liquid potassium acetate. In addition, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. DURATION / CANCELLATION

This Contract shall commence on or about 12:00 am, November 1, 2010 or on the specific date set forth on the Authority's bid acceptance, and unless terminated in accordance with the provisions hereof, shall expire at 11:59 pm, on October 31, 2013.

The Port Authority shall have the absolute right, at any time, and without cause, to cancel this contract as to any or all portions not yet performed upon at least five days prior written notice. 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.

Prices to remain firm through October 31, 2013 subject to the Price Adjustment clause. If changes occur to the names and phone numbers of the individual contacts, the Port Authority will provide these changes to the Contractor. Total compensation to the Contractor shall be limited to payment for material actually supplied by the Contractor and accepted by the Port Authority. Payments are net 30 days from the invoice (billing) date.

4. PRICE ADJUSTMENT

The Contractor shall supply liquid potassium acetate deicer to the Port Authority at the fixed bid price(s) for the first season of a multi-year contract. For subsequent years of the contract, the price to the Port Authority may be adjusted up or down depending upon changes in raw material costs to the Contractor. A request for a price adjustment that results in a price increase to the Port Authority shall be made by the Contractor in writing and would need to be submitted by 9/1/2011 for the 2011-2012 season. A price adjustment that results in a price decrease to the Port Authority may be made by the Port Authority subject to the same time restriction. After any price adjustment is made that results in an adjustment in the price to the Port Authority, the price to the Port Authority will remain firm for the duration of the following supply season, i.e., a request for adjustment made by September 1, 2011 and effectuated shall control for the 2011-2012 supply season.

Requests for price adjustment shall require documented evidence of a change in raw material cost to the Contractor. This evidence in the case of a request for a price increase by the Contractor shall be provided by a sworn to notarized letter from the Contractor's raw material supplier stating the amount of increase in raw material cost to the Contractor. This increase will be expressed in dollars per pound of raw material. For liquid potassium acetate deicer, the raw materials subject to this price adjustment provision will be acetic acid and potassium hydroxide (caustic potash). The amount of increase in the Contractor's raw material cost to manufacture liquid deicer shall be described in writing to the Port Authority and be included as part of the price adjustment request. In calculating change in cost, it is assumed that each pound of potassium acetate liquid deicer contains approximately 0.3328 pounds of acetic acid and 0.6909 pounds of potassium hydroxide (on a 45% basis).

To determine the price change for one pound of potassium acetate liquid deicer due to a change in the cost of acetic acid, multiply the change in acetic acid cost by 0.3328.

To determine the price change for a pound of potassium acetate liquid deicer due to a change in the cost of potassium hydroxide, multiply the change in potassium hydroxide cost by 0.6909.

Since the weight of one gallon of potassium acetate liquid deicer is approximately 10.68 pounds, to determine the price change for a gallon of potassium acetate liquid deicer, add the change in cost due to acetic acid (if any), to the change in cost due to potassium hydroxide (if any) and multiply this sum by 10.68. The result will be the change in price to the Port Authority in dollars per gallon of liquid potassium acetate deicer based solely on the change in raw material costs to the Contractor.

Example:
Acetic acid price increase of $0.01/lb. 0.01x 0.3328 = 0.003328

Potassium hydroxide price increase of $0.01/lb. 0.01 x 0.6909 = 0.006909
Total 0.010237

0.010237 x 10.68 = 0.109

An increase of $0.109 per gallon.

Any increase in price to the Port Authority will be added to the current price to the Port Authority and the sum will become the firm price for the affected delivery season. Any decrease in price to the Port Authority will be subtracted from the current price to the Port Authority and the sum will become the firm price for the current season.

Any proposed decrease in price submitted to the Contractor by the Port Authority shall be subject to the same calculations, which shall be submitted by the Authority to the Contractor by the September 1 date. In order to assist the Port Authority in determining whether to effect a price reduction, the Contractor shall have its raw materials suppliers furnish to the Port Authority by August 15 of each contract year a sworn and notarized statement setting forth whether the prices for the raw materials that will be charged to the Contractor for the next delivery season have increased, decreased or will remain the same. Should the Contractor fail to have such statements submitted to the Authority in a timely manner, the Authority may base its price reduction on any industry inquiry or published raw material price list or published index which the Director of Procurement determines in his/her sole discretion represents the applicable raw material prices for the two chemicals.

5 DELIVERY

The chemical shall be delivered in tank bulk loads not in excess of 5,000 gallons and not less than 4,000 gallons. All deliveries must be made with a metered truck, or other verifiable method, directly into holding tanks at the airports. Deliveries shall be made directly to the facilities at the time and place and in such quantities and in the manner as may be ordered. Inasmuch as the proper operation of the facilities concerned depends substantially upon prompt delivery, the time for delivery expressed in each order shall be deemed to be of the essence.

The Contractor shall deliver the product within 12 hours of the time an airport submits an order. The stock of the product shall be available for delivery to the Port Authority twenty-four (24) hours a day, seven (7) days a week including holidays.

The Bidder shall state the location of the manufacturer's plant and/or distribution point from which deliveries will be made and the names and phone numbers of the person(s) responsible to process shipments during the days and hours required by this contract.

Deliveries shall be made to the following locations at each airport. A Material Safety Data Sheet specific to the product delivered shall be included with each and every delivery:

JOHN F KENNEDY INTERNATIONAL AIRPORT
P.A. Administration Bldg. #14
Jamaica, NY 11430
Attn: Ken Pietrowski (718) 244-3597

LA GUARDIA AIRPORT
MAINTENANCE HANGAR #7 south
Flushing, NY 11371
Attn: Joseph Pappalardo (718) 533-3591

NEWARK INTERNATIONAL AIRPORT
Bldg. #80
Newark, New Jersey 07114
Attn: Tim Maher (973) 961-6084

TETERBORO AIRPORT
400 Industrial Ave.
Teterboro, NJ 07608
Attn: Paul Bolognese (201) 288-7603 (201) 288-1775 x7

STEWART INTERNATIONAL AIRPORT
1180 First Street
New Windsor, NY 12553
Attn: Jack Martini (845) 564-7200 x 602

6. TIME SHALL BE OF THE ESSENCE

Inasmuch as the services to be performed hereunder will affect the operation of public facilities, time shall be of the essence in the performance of all the Contractor's obligations hereunder.

7. LIQUIDATED DAMAGES

The Contractor's obligation for delivery within the time provided for each and every order is of the essence of this Agreement. The Contractor guarantees that he/she can and shall complete such delivery within such time. Inasmuch as the damage and loss to the Authority which will result from delay in delivery will include items of loss whose amounts will be incapable or very difficult to accurately estimate, the damages to the Authority for each hour by which the Contractor does not complete delivery within the time above stipulated, shall be liquidated in the sum of the following amount, Saturdays, Sundays, and holidays included:

For late deliveries, damages to the Port Authority shall be liquidated at the rate of $100 per ordered delivery per hour for each hour past the 12-hour time limit that the Contractor fails to provide the required product.

8. INSURANCE

See attached **Exhibit A** for insurance requirements.

9. ESTIMATED REQUIREMENTS

This is not to be considered a formal order for delivery but merely an estimate of that which may be required during the contract period. It constitutes no guarantee that any of the material may actually be called for.

10. AID TO PROPOSERS

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn there from.

Facility	Year	Quantity Ordered (Gallons)
Newark Liberty International Airport	2007-08	307,924
Newark Liberty International Airport	2008-09	238,582
Newark Liberty International Airport	2009-10	458,887
Teterboro Airport	2007-08	113,251
Teterboro Airport	2008-09	77,671
Teterboro Airport	2009-10	136,555

Note: No material was ordered from or supplied by the secondary supplier.

PART - B SPECIFICATIONS

1. DEFINITIONS

a. To avoid undue repetition, the following terms whenever they occur in this Section or any of the other papers forming a part of the Contract shall be construed as follows:

b. The term **"Facility", "JFK", "LGA","EWR", "TEB", "SWF"** or words of similar importance shall mean John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport Teterboro Airport and Stewart International Airport as the context may require.

c. **"Contract"** shall mean, in addition to this Section, the Contract Description, Specification, Pricing Sheets, Standard Contract Terms and Conditions, and the Port Authority's acceptance, all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

d. **"Weekdays"** shall mean 12:00 a.m. Monday through 11:59 pm Friday.

e. **"Manager"** shall mean the Manager of Airport Maintenance of JFK, LGA, EWR, TEB, SWF and/or their designated representative.

f. Whenever **"including", "such as"**, or words of similar importance are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

2. LEGAL HOLIDAYS

The following legal holidays will be observed:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be declared legal holidays by the legislature the state in which the Work is to be performed. This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. However, the airports requirements are twenty-four (24) hours a day, seven (7) days a week including holidays.

PART - C PRICING SHEET

1. ENTRY OF CHARGES

a) The prices quoted shall be written in figures in preferably black ink where required in the spaces provided on the Bidder's Price Sheet 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) All Bidders are asked to make sure that all figures are inserted as required, and that all computations have been verified for accuracy. The Bidder is advised that the Port Authority may, at its discretion, verify only that Bid or those Bids, which it determines appropriate to verify and may not check for errors in each and every Bid submitted. In the event that a Bidder makes errors, the Port Authority reserves the right to correct any error and to recalculate the Estimated Total Contract Price, as required, based upon the applicable unit price inserted by the Bidder, which amount shall govern in all cases.

d) In the event that a Bidder quotes an amount in the Estimated Total Price column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

(1) The estimated quantities set forth in the Contractor Price Sheet are given solely to enable the Authority to make bid comparisons. The Authority makes no representations as to what actual quantities will be required and shall not be held responsible for the annual estimated quantities listed on pricing sheet(s). The Contractor's compensation will be computed based on the Unit Price items actually delivered and accepted.

(2) The Contractor Price Sheet does not constitute a complete outline of the Work required by this Contract but are merely a list of items to be used in computing the Contractor's compensation and they contain all such items.

2. CONTRACTOR PRICING SHEET(S)

See attached.

2. Pricing Sheet(s)

POTASSIUM ACETATE LIQUID
PRIMARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	10,000	x	$ 4.53	=	$ 45,300.00
LGA	10,000	x	$ 4.53	=	$ 45,300.00
EWR	1,050,000	x	$ 4.53	=	$ 4,756,500.00
TEB	350,000	x	$ 4.53	=	$ 1,585,500.00
SWF	40,000	x	$ 4.53	=	$ 181,200.00
Estimated Total Three-Year Contract Price				=	$ 6,613,800.00

2000 JUN 30 AM 11:42
PROCUREMENT

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

POTASSIUM ACETATE LIQUID
SECONDARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	1,500	x	$ 4.93	=	$ 7,395.00
LGA	1,500	x	$ 4.93	=	$ 7,395.00
EWR	117,000	x	$ 4.93	=	$576,810.00
TEB	40,000	x	$ 4.93	=	$197,200.00
SWF	5,000	x	$ 4.93	=	$ 24,650.00
Estimated Total Three-Year Contract Price				=	$813,450.00

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

Insurance Procured by the Contractor

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

Commercial General Liability Insurance - $ 3 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 3 million combined single limit per accident for bodily injury and property damage liability.

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

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

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

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

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

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

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

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contract 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#3612N]***

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. **Contractor's Warranties**

The Contractor represents and warrants:

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

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

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

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

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

4. **Personal Non-Liability**

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

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

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

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

7. **Rights and Remedies of the Contractor**

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

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

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

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

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter

requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

of any of its personnel who may be injured.

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

d. The risk of claims for injuries, damage or loss of any kind just or unjust of third persons arising or

alleged to arise out of the performance of work hereunder, whether such claims are made against the Contractor or the Port Authority.

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and

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

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions and/or new governmental regulations.

iv. The Contractor and subcontractors, when appropriate, shall sign Non-Disclosure Agreements (NDAs), or an Acknowledgment of an existing NDA, provided by the Authority as a condition of being granted access to Confidential Information categorized and protected as per *The Port Authority of New York & New Jersey Information Security Handbook (October 15, 2008, corrected as of February 9, 2009).*

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Confidential Information/Non-Publication

a. As used herein, confidential information shall mean all information disclosed to the Contractor or the personnel provided by the Contractor hereunder which relates to the Authority's and/or PATH's past, present, and future research, development and business activities including, but not limited to, software and documentation licensed to the Authority or proprietary to the Authority and/or PATH and all associated software, source code procedures and documentation. Confidential information shall also mean any other tangible or intangible information or materials including but

not limited to computer identification numbers, access codes, passwords, and reports obtained and/or used during the performance of the Contractor's Services under this Contract.

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

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

d. The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect

to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996, (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a

false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder. Under certain circumstances the Bidder may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

In addition, during the term of this Contract, the Contractor shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11,

1996, (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

employment, or Federal, State, and local inquiries into tax returns.

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

CRYOTECH

June 28, 2010

Mr. Dinesh Chheda
Port Authority of New York and New Jersey
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

RE: Request for Quotation; Bid # 6000096985

Dear Mr. Chheda:

Cryotech Deicing Technology is pleased to respond herein to the subject Request for Quotation. The Liquid Runway Deicer shall be Cryotech E36® liquid runway deicer meeting AMS 1435A. Certification documentation follows. E36 is 50% potassium acetate with less than 1% corrosion inhibitors (active material).

E36 meets the pavement compatibility requirements of AMS 1435, including proposed new asphalt compatibility tests. However, a possible relationship between potassium acetate-based deicers and concrete that is susceptible to alkali-silica reaction (ASR) is being investigated. See enclosed commentary on ASR for additional information.

If awarded the contract, insurance requirements will be verified.

Please see attached documents for our response to your requirements.

Thank you for this opportunity to work with the Port Authority of New York and New Jersey.

Respectfully Submitted,

CRYOTECH DEICING TECHNOLOGY

ROXANNA HUFFMAN
Manager, Operations

6103 Orthoway, Fort Madison, IA 52627 Tel: +1 (319) 372-6012 +1 (800) 346-7237 Fax: +1 (319) 372-2662
E-mail: deicers@cryotech.com http://www.cryotech.com

CRYOTECH

June 28, 2010

CRYOTECH DEICING TECHNOLOGY
Potassium Acetate Liquid Mix Runway Deicing Chemical

General (Cryotech Deicing Technology)

- Cryotech's core business is deicers. All personnel are dedicated to meeting customer needs.
- Cryotech is ISO 9001:2008 and ISO14001:2004 certified. This assures its customers that Cryotech deicers always meet a rigorous, internationally recognized quality standard, and is committed to protecting our environment.
- Cryotech's web site (www.cryotech.com) provides easy access to all company, product safety and ISO information.
- Cryotech welcomes customer site visits and audits.
- Cryotech personnel at its Fort Madison, IA plant and partners are available around-the-clock, seven days a week including holidays. Cryotech utilizes answering services and cellular phones to insure its personnel are always available to respond.
- All Cryotech carriers are required to ensure that drivers have completed appropriate safety-training programs, including spill handling. This is part of Cryotech's ISO 9001:2008 quality certification and vendor monitoring program.

Potassium Acetate (Cryotech E36®)

- Cryotech's E36 storage and distribution plan for servicing Teterboro, Newark, Stewart, LaGuardia, and John F. Kennedy Airports is enclosed.
- Cryotech has 28 terminal sites in the United States and Canada, including five terminal sites in Ohio, New Jersey, New York, and Maryland that can service the Port Authority.
- In addition to these terminal sites, Cryotech produces E36 in Cleveland, OH, Newark, NJ and has storage capacity at its Iowa plant for 2.0 million gallons.
- Cryotech has a fleet of 164 rail tank cars providing over 2.5 million gallons of storage capacity.
- Delivering trucks hold between 4,000 and 4,400 gallons – due to the weight of the product, this is typically the maximum carriers can ship.

6103 Orthoway, Fort Madison, IA 52627 Tel: +1 (319) 372-6012 +1 (800) 346-7237 Fax: +1 (319) 372-2662
E-mail: deicers@cryotech.com http://www.cryotech.com

CRYOTECH

June 21, 2010

CRYOTECH DEICING TECHNOLOGY DISTRIBUTION PLAN
Request for Quotation 6000096985
Potassium Acetate
Cryotech Confidential

Due 6/30/10 – 11:00 a.m.

Cryotech partners with twenty seven terminals, warehouses, and blending facilities throughout North America, detailed on the enclosed distribution network map. This network allows Cryotech to serve customers such as the Port Authority and meet the 12 hour delivery requirement. Cryotech and our partners are available 24/7/365 with all orders and customer questions routed direct to Cryotech at 800-346-7237.

Cryotech has manufactured and delivered airport deicing chemicals for more than 18 years with customer service, manufacturing, and a distribution network dedicated to meeting critical product quality and delivery specifications.

Cryotech's facility in Fort Madison, Iowa, is certified to both the ISO9001:2008 quality and the ISO14001:2004 environmental standards. These processes are utilized by our production and terminal partners.

PRIMARY PRODUCTION and STORAGE LOCATION:

Jarchem Industries, Inc. – Newark, NJ

- Manufactures approximately 100,000 gallons of Cryotech E36 per week.
- Contact is through Cryotech at 800-346-7237.
- Stores approximately 200,000 gallons of Cryotech E36 with opportunity for 100,000 gallons in additional storage with bid award.
- Jarchem utilizes a host of common carriers and allows carriers to stage trailers on-site.
- Jarchem personnel are available around-the-clock, seven days a week including holidays.

PRIMARY CARRIERS:

Key Carriers

- Mueller Transportation and Storm Chasers- seasoned deicer carriers based out of Maryland; stage trucks locally as needed; have worked with Cryotech for three years.
- Bulk Express, Tom Hassle, All Chem Transport, and Eastern Bulk-NJ area carriers.
- Other Local Carriers: Quality Carriers, Liquid Transport, Enterprise, and etc.

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E-mail: deicers@cryotech.com http://www.cryotech.com

CRYOTECH

OTHER TERMINALS:

Velvetop Products - Islip, NY

- Velvetop currently stores 90,000 gallons of Cryotech E36®.
- Contact is through Cryotech at 800-346-7237.
- Velvetop may utilize their trucks for fluid deliveries. Cryotech arranges third party carriers as needed.
- Velvetop personnel are available around-the-clock, seven days a week including holidays.

Warner Graham - Baltimore, MD

- Warner Graham currently stores 100,000 gallons of Cryotech E36.
- Contact is through Cryotech at 800-346-7237.
- Various common carriers utilized including those listed above.
- Warner Graham personnel are available around-the-clock, seven days a week including holidays.

OTHER PRODUCTION SITES & CARRIER INFORMATION:

Zaclon, Inc. - Cleveland, OH

- Manufactures approximately 50,000 gallons of Cryotech E36 per week.
- Stores approximately 300,000 gallons of Cryotech E36.
- Contact is through Cryotech at 800-346-7237.
- Zaclon utilizes a host of common carriers, including the following: First Class Transport, Inc. in New Philadelphia, OH, Kuhnle Trucking in Newbury, OH, K-Limited in Toledo, OH, Adelman Trucking in Randolph, OH, and Quality Carriers in Barberton, OH.
- Zaclon personnel are available around-the-clock, seven days a week including holidays.

Cryotech Deicing Technology - Fort Madison, IA

- Manufactures 100,000 gallons of E36 per day.
- Storage capacity of approximately 2,000,000 gallons of E36.
- Cryotech personnel are available around-the-clock, seven days a week including holidays at 800-346-7237.
- .
- Primary account rep contact is Gail Gray. After normal business hours, orders are processed by a team of six account reps with oversight by the managing account rep and Roxanna Huffman, Manager of Operations. 165 liquid rail tank car fleet for shipment and storage of products.
- Cryotech utilizes a host of common carriers, including the following: Ren Potterfield Trucking in Monroe City, MO, Tague Trucking in Hurdland, MO, RDC Trucking in Sciota, IL, Stutsman, Inc. in Hill, IA, Boesdorfer Trucking, Inc. in Pleasant Plains, IL.

CRYOTECH

Technical Bulletin

Relationship of Runway Deicers to ASR (Alkali-Silica Reaction) in Concrete

Airport officials have asked our opinion about ASR and what steps they might take with respect to their concrete surfaces. This bulletin summarizes information we have about the matter, including information posted on the recent FAA Engineering Brief No.70.

What is ASR?
ASR is the abbreviation for a naturally occurring phenomenon called alkali-silica reaction. Commonly defined, it is the expansive deterioration of concrete due to a chemical reaction involving concrete aggregate and cement paste.

ASR occurs when reactions between the aggregate and alkalis form a silica gel. The gel expands as it absorbs moisture, causing concrete to crack; generally, these cracks first appear at joints. This may happen anytime from a few months after installation to decades later, or not at all.

Three variables must be present for ASR to occur: silica-containing reactive rock and/or sand, moisture, and high-alkali conditions. Without careful concrete mix design, these conditions may be present. And even when present, ASR damage may or may not occur. What triggers ASR is not well understood.

Interestingly, ASR is found on airfield pavements in the United States but rarely in Canada or Europe, because their concrete specifications do not allow the use of alkali-silica reactive components. ASR is most common where moisture is abundant such as dams and retaining walls. But bridges, roads, parking structures and airport pavements are also susceptible.

ASR has been known to occur since the late 1920s. Yet ASR damage is not common today even though reactive aggregates are found throughout North America.

Why are airports concerned?
ASR has recently been found in airport runways and the causes are now under investigation. Some have conjectured that although deicers do not cause ASR they may accelerate it when the three aforementioned conditions exist.

What is being done?
Industry and federal government agencies are funding research into materials that cause ASR. Cryotech is a member of a privately funded research group, Innovative Pavement Research Foundation. We are actively working to assist in evaluating and understanding the relationship between ASR and deicers. In addition, research on new deicer formulations, sealers and surface treatments is being done to see if any of these can mitigate the effects of ASR.

What should airports do?
The FAA is not changing its policies on the use of deicing chemicals, as their benefit to safety is more significant than ASR related pavement concerns. Although airports should continue to use deicers, signs of ASR should be continuously monitored. Field history review by concrete experts is the best determinate for understanding if ASR conditions exist. Additionally, new tests are being developed that better identify the ASR potential in existing pavements. Cryotech will advise the industry as soon as these test protocols are available. In the meantime, before concrete materials are selected, care should be taken to understand their ASR potential for any new concrete applications.

Ref: Federal Aviation Administration; Portland Cement Assoc.; National Aggregates Assoc.; National Ready Mixed Assoc

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E-mail: deicers@cryotech.com http://www.cryotech.com

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Collective# / RFQ Number / Bid Due Date
0000021537 / (/ 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Contact person/Telephone
Dinesh Chheda/212-435-3932

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL	4 95	$7,227,000 00
	SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS.		
	This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for.	* Primary Bid Only	
	DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS.		
	This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS: Net 30	**Total Delivered Price**	$7,227,000 00

PROCUREMENT 06 JUN 25 AM 11:53

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed [signature]
Firm Name Chariant Corporation
Telephone number 704-822-2184 Date 6/28/10
Fax Number 704-822-2193
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed [signature] Date 06/25/10
Firm Name Chariant Corporation

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000096982 / 06/30/2010

Vendor No. 141545
OLD WORLD INDUSTRIES, INC.
NORTHBROOK IL 60062

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.	* Primary Bid only	
1	Potassium Acetate Winter Deicing Chemica **The item covers the following services:** Potassium Acetate 3 Yr - 11/10 to 10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS: net 30	**Total Delivered Price**	7,227,000 00

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

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Signed [signature] Date 06/25/10
Firm Name Clariant Corporation

2. Pricing Sheet(s)

POTASSIUM ACETATE LIQUID
PRIMARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	10,000	x	$ 4.95	=	$ 49,500.00
LGA	10,000	x	$ 4.95	=	$ 49,500.00
EWR	1,050,000	x	$ 4.95	=	$ 5,197,500.00
TEB	350,000	x	$ 4.95	=	$ 1,732,500.00
SWF	40,000	x	$ 4.95	=	$ 198,000.00

Estimated Total Three-Year Contract Price = $ 7,227,000.00

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

PROCUREMENT 2013 DEC 30 AM 10:53

POTASSIUM ACETATE LIQUID
SECONDARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	1,500	x	$	=	$
LGA	1,500	x	$	=	$
EWR	117,000	x	$	=	$
TEB	40,000	x	$	=	$
SWF	5,000	x	$	=	$

NO BID

Estimated Total Three-Year Contract Price = $

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been 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.

Coll. Bid #21537

POTASSIUM ACETATE LIQUID REQUIREMENTS CONTRACT

CONTRACT DESCRIPTION, SPECIFICATIONS AND PRICING SHEET(S)

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PART A - CONTRACT DESCRIPTION

1. GENERAL AGREEMENT POTASSIUM ACETATE LIQUID RUNWAY ICE CONTROL CHEMICAL

The following is the general agreement for the bid of a three-year requirements contract for Potassium Acetate. At any time after the opening of the Bids, the Authority may give written or oral notice to one or more Bidders to arrange for an inspection of the Bidder's distribution facilities owned, retained or hired under this contract for the purpose of determining, in part, the Bidder's qualification for the award. The Bidders, upon receipt of such notice, shall cooperate with the Authority in promptly making all arrangements for such an inspection. The giving of such notice to a Bidder shall not be construed as an acceptance of the Bid.

PROPERTIES OF POTASSIUM ACETATE AND OTHER REQUIREMENTS

1. Each Bidder shall, with its bid, submit independent laboratory evidence that product complies with SAE AMS 1435.
2. The product shall have a freezing point less than -50 deg. F, be non-flammable, and non-hazardous.
3. The product shall have no known deleterious effects on asphalt or concrete.
4. The product shall be tinted blue in color.
5. The Port Authority at its discretion may require a 5 gallon sample at no cost to the Port Authority to assure that the product when tested on dry, clean asphalt or concrete pavement (a) at full concentration and, (b) at 50-50 solution with water, both in no less than 7 evenly spaced square feet, must not depress the dry pavement value of the coefficient of friction by more than 0.15 MU or result in a wet/dry ratio of less than 0.85 (85%).
6. The Product provided shall consist of 50% Potassium Acetate by weight
7. The Potassium Acetate that makes up this mixture shall be of virgin industrial grade (raw).
8. The Bidder shall provide and include the most recent Material Safety Data Sheet(s) with its bid.
9. The Bidder shall provide and include Product Specifications with its bid (including raw material percentage, and application rates).
10. The Bidder shall provide and include the product's most recent results of biological oxygen demand (BOD) sampling and analysis, toxicity sampling analysis, and results of any other environmental tests with its bid.
11. The Bidder shall provide and include a detailed distribution plan including storage location, capacities and names, and locations of the trucking company to be utilized for delivery. The Bidder shall have a minimum storage capacity of at least 100,000 gallons and a product throughput of at least 20,000 gallons a day.

delivery. The Bidder shall have a minimum storage capacity of at least 100,000 gallons and a product throughput of at least 20,000 gallons a day.

12. The Contractor shall provide 2 hr. training session (for approx. 15-20 staff) at each of five (5) airports listed below addressing the product's intended usage, and health/safety issues at no additional cost to the Port Authority. However, the Port Authority will provide classroom space at no charge to the contractor.

13. a. The Bidder shall have had at least 3 year(s) of continuous experience immediately prior to the date of submission of its bid in the management and operation of supplying chemicals 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 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. 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 $1,000,000 annual gross revenue from the type of materials required under this contract.

14. Failure to comply with any and/or all of the above items shall be cause for rejection of the bid.

It is the intent of the Port Authority to make an award to two Contractors based on the Primary and Secondary lowest delivered price. This contract will establish primary and secondary potassium acetate suppliers. If any Contractor is the lowest qualified bidder in both the Primary and Secondary categories, he/she shall be awarded as a Primary Contractor only. No Bidder shall be awarded as both a Primary and Secondary Contractor. The deicing chemical to be supplied is the same for both the Primary and Secondary Contracts. The primary supplier will receive all orders for Liquid Potassium Acetate. However, in the event the primary supplier cannot meet the delivery requirements of this contract, the secondary supplier will be requested to deliver liquid potassium acetate. In addition, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. DURATION / CANCELLATION

This Contract shall commence on or about 12:00 am, November 1, 2010 or on the specific date set forth on the Authority's bid acceptance, and unless terminated in accordance with the provisions hereof, shall expire at 11:59 pm, on October 31, 2013.

The Port Authority shall have the absolute right, at any time, and without cause, to cancel this contract as to any or all portions not yet performed upon at least five days prior written notice. 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.

Prices to remain firm through October 31, 2013 subject to the Price Adjustment clause. If changes occur to the names and phone numbers of the individual contacts, the Port Authority will provide these changes to the Contractor. Total compensation to the Contractor shall be limited to payment for material actually supplied by the Contractor and accepted by the Port Authority. Payments are net 30 days from the invoice (billing) date.

4. PRICE ADJUSTMENT

The Contractor shall supply liquid potassium acetate deicer to the Port Authority at the fixed bid price(s) for the first season of a multi-year contract. For subsequent years of the contract, the price to the Port Authority may be adjusted up or down depending upon changes in raw material costs to the Contractor. A request for a price adjustment that results in a price increase to the Port Authority shall be made by the Contractor in writing and would need to be submitted by 9/1/2011 for the 2011-2012 season. A price adjustment that results in a price decrease to the Port Authority may be made by the Port Authority subject to the same time restriction. After any price adjustment is made that results in an adjustment in the price to the Port Authority, the price to the Port Authority will remain firm for the duration of the following supply season, i.e., a request for adjustment made by September 1, 2011 and effectuated shall control for the 2011-2012 supply season.

Requests for price adjustment shall require documented evidence of a change in raw material cost to the Contractor. This evidence in the case of a request for a price increase by the Contractor shall be provided by a sworn to notarized letter from the Contractor's raw material supplier stating the amount of increase in raw material cost to the Contractor. This increase will be expressed in dollars per pound of raw material. For liquid potassium acetate deicer, the raw materials subject to this price adjustment provision will be acetic acid and potassium hydroxide (caustic potash). The amount of increase in the Contractor's raw material cost to manufacture liquid deicer shall be described in writing to the Port Authority and be included as part of the price adjustment request. In calculating change in cost, it is assumed that each pound of potassium acetate liquid deicer contains approximately 0.3328 pounds of acetic acid and 0.6909 pounds of potassium hydroxide (on a 45% basis).

To determine the price change for one pound of potassium acetate liquid deicer due to a change in the cost of acetic acid, multiply the change in acetic acid cost by 0.3328.

To determine the price change for a pound of potassium acetate liquid deicer due to a change in the cost of potassium hydroxide, multiply the change in potassium hydroxide cost by 0.6909.

Since the weight of one gallon of potassium acetate liquid deicer is approximately 10.68 pounds, to determine the price change for a gallon of potassium acetate liquid deicer, add the change in cost due to acetic acid (if any), to the change in cost due to potassium hydroxide (if any) and multiply this sum by 10.68. The result will be the change in price to the Port Authority in dollars per gallon of liquid potassium acetate deicer based solely on the change in raw material costs to the Contractor.

Example:
Acetic acid price increase of $0.01/lb. 0.01x 0.3328 = 0.003328

Potassium hydroxide price increase of $0.01/lb. 0.01 x 0.6909 = 0.006909
Total 0.010237

0.010237 x 10.68 = 0.109

An increase of $0.109 per gallon.

Any increase in price to the Port Authority will be added to the current price to the Port Authority and the sum will become the firm price for the affected delivery season. Any decrease in price to the Port Authority will be subtracted from the current price to the Port Authority and the sum will become the firm price for the current season.

Any proposed decrease in price submitted to the Contractor by the Port Authority shall be subject to the same calculations, which shall be submitted by the Authority to the Contractor by the September 1 date. In order to assist the Port Authority in determining whether to effect a price reduction, the Contractor shall have its raw materials suppliers furnish to the Port Authority by August 15 of each contract year a sworn and notarized statement setting forth whether the prices for the raw materials that will be charged to the Contractor for the next delivery season have increased, decreased or will remain the same. Should the Contractor fail to have such statements submitted to the Authority in a timely manner, the Authority may base its price reduction on any industry inquiry or published raw material price list or published index which the Director of Procurement determines in his/her sole discretion represents the applicable raw material prices for the two chemicals.

5 DELIVERY

The chemical shall be delivered in tank bulk loads not in excess of 5,000 gallons and not less than 4,000 gallons. All deliveries must be made with a metered truck, or other verifiable method, directly into holding tanks at the airports. Deliveries shall be made directly to the facilities at the time and place and in such quantities and in the manner as may be ordered. Inasmuch as the proper operation of the facilities concerned depends substantially upon prompt delivery, the time for delivery expressed in each order shall be deemed to be of the essence.

The Contractor shall deliver the product within 12 hours of the time an airport submits an order. The stock of the product shall be available for delivery to the Port Authority twenty-four (24) hours a day, seven (7) days a week including holidays.

The Bidder shall state the location of the manufacturer's plant and/or distribution point from which deliveries will be made and the names and phone numbers of the person(s) responsible to process shipments during the days and hours required by this contract.

Deliveries shall be made to the following locations at each airport. A Material Safety Data Sheet specific to the product delivered shall be included with each and every delivery:

JOHN F KENNEDY INTERNATIONAL AIRPORT
P.A. Administration Bldg. #14
Jamaica, NY 11430
Attn: Ken Pietrowski (718) 244-3597

LA GUARDIA AIRPORT
MAINTENANCE HANGAR #7 south
Flushing, NY 11371
Attn: Joseph Pappalardo (718) 533-3591

NEWARK INTERNATIONAL AIRPORT
Bldg. #80
Newark, New Jersey 07114
Attn: Tim Maher (973) 961-6084

TETERBORO AIRPORT
400 Industrial Ave.
Teterboro, NJ 07608
Attn: Paul Bolognese (201) 288-7603 (201) 288-1775 x7

STEWART INTERNATIONAL AIRPORT
1180 First Street
New Windsor, NY 12553
Attn: Jack Martini (845) 564-7200 x 602

6. TIME SHALL BE OF THE ESSENCE

Inasmuch as the services to be performed hereunder will affect the operation of public facilities, time shall be of the essence in the performance of all the Contractor's obligations hereunder.

7. LIQUIDATED DAMAGES

The Contractor's obligation for delivery within the time provided for each and every order is of the essence of this Agreement. The Contractor guarantees that he/she can and shall complete such delivery within such time. Inasmuch as the damage and loss to the Authority which will result from delay in delivery will include items of loss whose amounts will be incapable or very difficult to accurately estimate, the damages to the Authority for each hour by which the Contractor does not complete delivery within the time above stipulated, shall be liquidated in the sum of the following amount, Saturdays, Sundays, and holidays included:

For late deliveries, damages to the Port Authority shall be liquidated at the rate of $100 per ordered delivery per hour for each hour past the 12-hour time limit that the Contractor fails to provide the required product.

8. INSURANCE

See attached **Exhibit A** for insurance requirements.

9. ESTIMATED REQUIREMENTS

This is not to be considered a formal order for delivery but merely an estimate of that which may be required during the contract period. It constitutes no guarantee that any of the material may actually be called for.

10. AID TO PROPOSERS

As an aid to Proposers in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn there from.

Facility	Year	Quantity Ordered (Gallons)
Newark Liberty International Airport	2007-08	307,924
Newark Liberty International Airport	2008-09	238,582
Newark Liberty International Airport	2009-10	458,887
Teterboro Airport	2007-08	113,251
Teterboro Airport	2008-09	77,671
Teterboro Airport	2009-10	136,555

Note: No material was ordered from or supplied by the secondary supplier.

PART - B SPECIFICATIONS

1. DEFINITIONS

a. To avoid undue repetition, the following terms whenever they occur in this Section or any of the other papers forming a part of the Contract shall be construed as follows:

b. The term **"Facility", "JFK", "LGA","EWR", "TEB", "SWF"** or words of similar importance shall mean John F. Kennedy International Airport, LaGuardia Airport, Newark Liberty International Airport Teterboro Airport and Stewart International Airport as the context may require.

c. **"Contract"** shall mean, in addition to this Section, the Contract Description, Specification, Pricing Sheets, Standard Contract Terms and Conditions, and the Port Authority's acceptance, all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

d. **"Weekdays"** shall mean 12:00 a.m. Monday through 11:59 pm Friday.

e. **"Manager"** shall mean the Manager of Airport Maintenance of JFK, LGA, EWR, TEB, SWF and/or their designated representative.

f. Whenever **"including", "such as"**, or words of similar importance are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

2. LEGAL HOLIDAYS

The following legal holidays will be observed:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

And such other days as may be declared legal holidays by the legislature the state in which the Work is to be performed. This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. However, the airports requirements are twenty-four (24) hours a day, seven (7) days a week including holidays.

PART - C PRICING SHEET

1. ENTRY OF CHARGES

a) The prices quoted shall be written in figures in preferably black ink where required in the spaces provided on the Bidder's Price Sheet 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) All Bidders are asked to make sure that all figures are inserted as required, and that all computations have been verified for accuracy. The Bidder is advised that the Port Authority may, at its discretion, verify only that Bid or those Bids, which it determines appropriate to verify and may not check for errors in each and every Bid submitted. In the event that a Bidder makes errors, the Port Authority reserves the right to correct any error and to recalculate the Estimated Total Contract Price, as required, based upon the applicable unit price inserted by the Bidder, which amount shall govern in all cases.

d) In the event that a Bidder quotes an amount in the Estimated Total Price column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

(1) The estimated quantities set forth in the Contractor Price Sheet are given solely to enable the Authority to make bid comparisons. The Authority makes no representations as to what actual quantities will be required and shall not be held responsible for the annual estimated quantities listed on pricing sheet(s). The Contractor's compensation will be computed based on the Unit Price items actually delivered and accepted.

(2) The Contractor Price Sheet does not constitute a complete outline of the Work required by this Contract but are merely a list of items to be used in computing the Contractor's compensation and they contain all such items.

2. CONTRACTOR PRICING SHEET(S)

See attached.

Insurance Procured by the Contractor

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

Commercial General Liability Insurance - $ 3 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $ 3 million combined single limit per accident for bodily injury and property damage liability.

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

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

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

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

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

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

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

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

Renewal certificates of insurance or policies shall be delivered to the Facility Contract 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#3612N]***

Clariant MEMO

Date: June 30, 2010

Pages including cover sheet: 1

To: PANYNJ
RFQ # 6000096982
Solicitation # 21537

CC:

Fax:

Phone:

From: Bryan McCreary
N.A. Business Manager
Functional Fluids

Clariant Corporation
625 East Catawba Avenue
Mount Holly, NC 28120

Phone: (704) 822-2184
Fax: (704) 822-2193

REMARKS: ___ Urgent x For your review ___ Reply ASAP ___ Please comment

Safeway KA – 50% Potassium Acetate Distribution Plan

Clariant produces potassium acetate runway deicing fluid in Marion, OH. From Marion we will ship rail cars of approximately 18,000 gallon each to CSX Transflo rail terminal in Elizabeth, NJ, from which truck shipments are made to each PANYNJ airport location. We have the capability to ship from this site 24/7. Clariant maintains a 24 hour customer service number for airport orders. The number is 1-866-CLARIANT (866-252-7426).

SMI, Inc.

12219 SW 131 Avenue
Miami, Florida 33186-6401 USA

Phone: (305) 971-7047
Fax: (305) 971-7048

Attn: Simone Kieslich
Clariant Produkte (Deutschland) GmbH
Werk Gendorf
84 504 Burgkirchen
GERMANY

Date: 16-Dec-2008

SMI/REF: 0810-870

Product: **SAFEWAY KA HOT BLUE (Lot # 20102008)** *(received 27-Oct-2008)*

Dilution: As received

AMS 1435A (Revised Aug, 1999)
FLUID, GENERIC, DEICING/ANTI-ICING
Runways and Taxiways

3.1	MATERIAL	
3.1.1	Environmental Information	
3.1.1.1	Biodegradability	Informational
3.1.1.2	Ecological Behavior (LC_{50})	Informational
3.1.1.3	Trace Contaminants	Informational
3.1.2	Appearance	Conforms
3.2	PROPERTIES	
3.2.1	Flash Point	Conforms
3.2.2	Specific Gravity	Informational
3.2.3	pH	Conforms
3.2.4	Freezing Point	Conforms
3.2.5	Effect on Aircraft Metals	
3.2.5.1	Sandwich Corrosion	Conforms
3.2.5.2	Total Immersion Corrosion	Conforms
3.2.5.3	Low Embrittling Cadmium Plate	Conforms
3.2.5.4	Hydrogen Embrittlement	Conforms
3.2.5.5	Stress-Corrosion Resistance	
	AMS 4911	Conforms
	AMS 4916	Informational
3.2.6	Effect on Transparent Plastics	
	MIL-P-25690 (Type C)	Conforms
	MIL-P-83310 (Polycarbonate)	Conforms
3.2.7	Effect on Painted Surfaces	Conforms
3.2.8	Effect on Unpainted Surfaces	Conforms
3.2.9	Rinsibility	Conforms
3.2.10	Runway Concrete Scaling Resistance	Conforms
3.2.11	Storage Stability	Not performed

Respectfully submitted,

Patricia D. Viani, SMI Inc.

3.1 Material: The composition of the fluid shall be optional with the manufacturer. The fluid may contain additives, such as corrosion inhibitors, urea, formamide, etc, as required to produce a product meeting the requirements of this specification.

3.1.1 Environmental information: The manufacturer of the fluid shall provide not less than the following information:

3.1.1.1 Biodegradability: Fluid shall be tested in accordance with APHA Standard Methods for Examination of Water and Waste Water. The manufacturer shall provide results of bioassays, which shall contain not less than the following information:

3.1.1.1.1 The percent of fluid biodegraded in five days at 20°C (68°F).

BOD: 0.24 kg O_2/kg fluid

Result Informational

3.1.1.1.2 The five day theoretical total oxygen demand (TOD) of the fluid, expressed in kilograms of oxygen per kilograms of fluid.

COD: 0.34 kg O_2/kg fluid

Result Informational

3.1.1.2 Ecological Behavior: A statement of the ecological behavior of the fluid, which shall include aquatic toxicity for the total formulation. The aquatic toxicity data shall be determined in accordance with EPA Methods 40 Code of Federal Regulations (CFR) Part 797.1300 and 797.1400 or OECD Guidelines for Testing of Chemicals (Organization for Economic Cooperation and Development, Methods 202 and 203, updated 1989) using test species required by regulatory agencies for permitted discharges. The LC_{50} concentration, the highest concentration at which 50 % of the test species survive, shall be given in milligrams per liter.

3.1.1.2 Ecological Behavior: continued:

EPA 40 CFR 797.1300 DAPHNID ACUTE TOXICITY TEST

Daphnia magna, static system
48 hour LC_{50}: 3,250 mg/L

EPA 40 CFR 797.1400 FISH ACUTE TOXICITY TEST

Pimephales promelas, static system
96 hour LC_{50}: 3,475 mg/L

Result Informational

3.1.1.3 Trace Contaminants: Report the presence, percentage by weight, of sulfur, halogens, phosphate, nitrate, and heavy metals (lead, chromium, cadmium, and mercury).

Sulfur:	***<1 ppm***	***(<0.0001 %)***
Halogens:	***<10 ppm***	***(<0.0010 %)***
Phosphate (P as P_2O_5):	***<1 ppm***	***(<0.0001 %)***
Nitrate (as NO_3):	***<2 ppm***	***(<0.0002 %)***
Heavy Metals:		
Lead (Pb):	***<1 ppm***	***(<0.0001 %)***
Chromium (Cr):	***<1 ppm***	***(<0.0001 %)***
Cadmium (Cd):	***<1 ppm***	***(<0.0001 %)***
Mercury (Hg):	***<1 ppm***	***(<0.0001 %)***

Result Informational

3.1.2 Appearance: Fluid, as received by purchaser, shall be homogeneous, uniform in color, and free from skins, lumps, and foreign materials detrimental to usage of the product. If fluid is colored, it shall be blue.

Product is blue in color, uniform and homogeneous; exhibits no precipitate.

Result Conforms

3.2. Physical Properties: The fluid, as supplied by vendor, shall conform to the following requirements: tests shall be performed in accordance with specified tests on the product in concentrated form as delivered by vendor, unless otherwise specified herein.

3.2.1 Flash Point: Shall be reported and shall be not lower than 100°C (212°F), determined in accordance with ASTM D 56 or ASTM D 93. In case of dispute, flash point determined in accordance with ASTM D 56 shall apply.

No flash to 100 °C

Result Conforms

3.2.2 Specific Gravity: Shall be reported and shall be within ± 0.015 of the preproduction value established in 4.2.3 determined in accordance with ASTM D 891.

Specific gravity: 1.279 @ 60/60°F

Result Informational

3.2.3 pH: Shall be 7.0 to 11.5 and within ± 0.5 of the preproduction value established in 4.2.3, determined in accordance with ASTM E 70.

pH: 10.0

Result Conforms

3.2.4 Freezing Point:

3.2.4.1 Freeze point of fluid diluted 1:1 by weight with ASTM D 1193 Type IV water shall be reported and shall be lower than -14.5°C (+6°F) determined in accordance with ASTM D 1177.

Freezing point (1:1 dilution): -16 °C

Result Conforms

3.2.4.2 Shall be reported and shall be within 4°C (7°F) of the preproduction value established in 4.2.3, determined in accordance with ASTM D 1177.

Freezing point (1:1 dilution): -16 °C

Result Informational

3.2.5 Effect on Aircraft Metals:

3.2.5.1 Sandwich Corrosion: Specimens, after testing in accordance with ASTM F 1110, shall not show corrosion worse than control panels run using ASTM D 1193, type IV, water.

	2024-T3 Bare Anodized	2024-T3 Alclad	7075-T6 Bare Anodized	7075-T6 Alclad
PRODUCT	**1**	**1**	**1**	**1**
CONTROL	1	1	1	1

Result Conforms

3.2.5.2 Total Immersion Corrosion: The fluid, tested in accordance with ASTM F 483 except that panels of AMS 4376 shall be tested for 24 hours, shall neither show evidence of corrosion of panels nor cause a weight change of any test panel greater than shown in Table 1:

TEST PANEL	WEIGHT CHANGE ($mg/cm^2/24hrs$)	
	ALLOWABLE	RESULTS
AMS 4037 aluminum alloy, anodized as in AMS 2470	0.3	**0.01**
AMS 4041 aluminum alloy	0.3	**0.01**
AMS 4049 aluminum alloy	0.3	**0.01**
AMS 4376 magnesium alloy, dichromate treated per AMS 2475	0.2	**0.05**
AMS 4911 titanium alloy	0.1	**0.01**
AMS 5045 carbon steel	0.8	**0.01**

Result Conforms

3.2.5.3 Low-Embrittling Cadmium Plate: Test panels, coated with low-embrittling cadmium plate, shall not show a weight change greater than 0.3 mg/cm^2/24hrs, determined in accordance with ASTM F 1111.

As received: 0.06 mg/cm^2/24hrs

Result Conforms

3.2.5.4 Hydrogen Embrittlement: The fluid shall be nonembrittling, determined in accordance with ASTM F 519, Type 1a, 1c, or 2a.

Specimens: Type 1c, cadmium plated per MIL-STD-870 Type I Class 1.
Test temperature: 20°C (68°F); Load: 45%, immersed for 150 hr duration.

No failures within 150 hours.

Result Conforms

3.2.5.5 Stress-Corrosion Resistance: The fluid shall not cause cracks in AMS 4911 or MAM 4911 titanium alloy specimens, determined in accordance with ASTM F 945, Method A. *(3% salt control: cracking evident)*

As received: ***No cracking evident.***

Result Conforms

3.2.5.5.1 The fluid shall be tested in accordance with ASTM F 945, Method A using AMS 4916 specimens. Report shall detail the effect of the fluid and the effect of control solution. The results shall be reported for informational purposes only. *(100 ppm salt control: cracking evident)*

As received: ***Cracking evident.***

Result Informational

3.2.6 Effect on Transparent Plastics:

3.2.6.1 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-25690 stretched acrylic plastic, determined in accordance with ASTM F 484.

Result Conforms

3.2.6.2 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-83310 polycarbonate plastic, determined in accordance with ASTM F 484, except that the specimens shall be stressed for 30 minutes ± 2 to an outer fiber stress of 13.8 MPa (2000 psi).

Result Conforms

3.2.7 Effect on Painted Surfaces: The fluid, at 25°C ± 2 (77°F ± 4), shall neither decrease the paint film hardness by more than two pencil hardness levels nor shall it produce any streaking, discoloration, or blistering of the paint film, determined in accordance with ASTM F 502.

Result Conforms

3.2.8 Effect on Unpainted Surfaces: The fluid, tested in accordance with ASTM F 485, shall neither produce streaking nor leave any stains requiring polishing to remove.

Result Conforms

3.2.9 Rinsibility: The fluid shall be completely rinsible in tap water, determined in accordance with 3.2.9.1

3.2.9.1 A 75 x 200 mm panel of clear glass shall be cleaned to provide a surface free of waterbreak, dried, and coated with the deicer/anti-icer fluid by pouring the fluid over the panel while it is held in a horizontal position. The coated panel shall be inclined at an angle of approximately 45 degrees for 10 minutes ± 0.5, then placed in a horizontal position for 24 hours ± 0.25 at room temperature. After the 24 exposure, the panel shall be rinsed in tap water for 5 to 6 minutes, followed by a rinse with ASTM D 1193, Type IV, water, allowed to air dry at ambient temperature, and examined for visible traces of deicer/anti-icer fluid.

Result Conforms

3.2.10 Runway Concrete Scaling Resistance: The condition of the runway concrete surface shall have a rating not greater than 1 for 50 freeze-thaw cycles, determined in accordance with ASTM C 672 except that concrete shall:

- Be air-entrained with an air content as specified in ASTM C 672
- Have a minimum cement content of 510 pound per cubic yard ± 10 (302 kg/m^3 ± 6)
- Have a slump, 1.5 inches ± 0.5 (38 mm ± 13)

A 25 % by volume solution of the deicer/anti-icer fluid, as supplied by the manufacturer in commercial concentration, in tap water shall be substituted for calcium chloride. Performing more than one freeze-thaw cycle per day is acceptable.

Rating = 1

Result Conforms

3.2.11 Storage Stability: The fluid, after storage in accordance with ASTM F 1105, shall not exhibit separation or an increase in turbidity compared to unaged fluid. Any increase in turbidity shall be reported, but shall be acceptable if removed by mild agitation.

Result Not performed

SMI, Inc.

12219 SW 131 Avenue
Miami, Florida 33186-6401 USA

Phone: (305) 971-7047
Fax: (305) 971-7048

Attn: Simone Kieslich
Clariant Produkte (Deutschland) GmbH
Werk Gendorf
84 504 Burgkirchen
GERMANY

Date: 27-Oct-2009

SMI/REF: 0810-870$_{SS}$

Product: **SAFEWAY KA HOT BLUE (Lot # 20102008)** *(received 27-Oct-2008)*

Dilution: As received

Storage Stability testing per **AMS 1435A**
FLUID, GENERIC, DEICING/ANTI-ICING
Runways and Taxiways

3.2.11 Storage Stability: The fluid, after storage in accordance with ASTM F 1105, shall not exhibit separation or increase in turbidity compared to unaged fluid. Any increase in turbidity shall be reported, but shall be acceptable if removed by mild agitation.

No evidence of separation or increase in turbidity.

Result Conforms

Respectfully submitted,

Patricia D. Viani, SMI Inc.

Clariant

MATERIAL SAFETY DATA SHEET

SAFEWAY KA RUNWAY DE-ICER

Substance key: 000000161725
Version : 1 - 2 / USA

Revision Date: 02/03/2006
Date of printing :03/17/2006

Section 01 - Product Information

Identification of the company:	Clariant Corporation 4000 Monroe Road Charlotte, NC, 28205 Telephone No.: +1 704-331-7000 **Information of the substance/preparation:** Product Safety 1-704-331-7710 **Emergency tel. number:** +1 800-424-9300 CHEMTREC

Trade name:	**SAFEWAY KA RUNWAY DE-ICER**
Primary product use:	Deicing of roads and surfaces
Chemical family:	Aqueous solution of Potassium acetate with corrosion inhibitors

Section 02 - Composition information on hazardous ingredients

Hazardous ingredients:

None under 29 CFR 1910.1200
None under Title III of SARA

Section 03 - Hazards identification

Expected Route of entry:

Inhalation:	no
Skin contact:	no
Eye contact:	no
Ingestion:	no
Skin absorption:	no

Health effects of exposure:

Based on animal studies of a product or products of similar composition, this product is expected to be a non-irritant to eyes and skin.

Known effects on other illnesses:	No known effects on other illnesses for this product.
Listed carcinogen:	IARC: No NTP: No OSHA: No Other: No

HMIS:

Health: 1 Flammability: 0 Reactivity: 0 Personal protection: D

Section 04 - First aid measures

After inhalation:
If irritation of nose or throat develops from exposure to fumes, move away from source of exposure and into fresh air. If irritation develops, get medical attention.

After contact with skin:
Wash thoroughly with soap and water for 15 minutes. If skin irritation occurs, seek medical attention.

After contact with eyes:
Immediately flush the eyes with large amounts of water, occasionally lifting the upper and lower eyelids, for at least 15 minutes. Seek medical attention immediately.

After ingestion:
If ingested, seek medical assistance immediately.

Advice to doctor / Treatment:
None known.

Section 05 - Fire fighting measures

Flashpoint:	> 212 °F Method: DIN 51376 (open cup)
Lower explosion limit:	not determined
Upper explosion limit:	not determined
Self ignition:	not self-igniting
Ignition temperature:	> 1,022 °F Method: DIN 51794

Hazardous combustion products:
In case of fires, hazardous combustion gases are formed: Carbon monoxide (CO)

Extinguishing media: Product itself is non-combustible; Fire extinguishing method of surrounding areas must be discussed.

Special fire fighting procedure:
Product is non-combustible. Wear breathing apparatus (MSHA/NIOSH-approved, pressure demand, self contained or equivalent) and full protective clothing. Use water spray to cool fire-exposed containers.

Section 06 - Accidental release measures

Steps to be taken in case of spill or leak:
Wearing appropriate personal protective equipment, contain spill, collect onto inert absorbent, and place in a suitable container.

Section 07 - Handling and storage

Advice on safe handling:
Do not use zinc containers.

Further info on storage conditions:
Store in original container.
Keep containers closed.

Section 08 - Exposure controls / personal protection

Respiratory protection:	If airborne concentrations pose a health hazard, become irritating or exceed recommended limits, use a NIOSH approved respirator in accordance with OSHA respiratory protection requirements under 29 CFR 1910.134
Hand protection:	Butyl Rubber, PVC Or Neoprene.
Eye protection:	Safety glasses or chemical splash goggles.
Other protective equipment:	Protective clothing to minimize skin contact should be worn. Chemically resistant safety shoes. Wash contaminated clothing with soap and water and dry before reuse. Safety showers and eyewash stations should be provided in all areas where this material is handled.

IDLH:

Not Determined

Section 09 - Physical and chemical properties

Form:	Liquid
Color:	blue
Odor:	almost odourless
pH:	9 - 11.5 (20 °C) Method: ASTM D 1287 Determined in the undiluted form
Solubility in water:	(20 °C) miscible in all proportions
Soluble in ... :	fat not determined
Density:	approx. 1.28 g/cm3 (20 °C) Method: DIN 51757
Freezing point :	approx. -31 °F Method: ASTM D 1177
Boiling temperature :	approx. 240 °F (1,013 mbar) Method: ASTM D 1120
Vapor pressure:	approx. 15 Torr (20 °C)
Bulk density:	Not applicable
Relative vapor density:	not determined

Partitioning coef. octanol/water:	Not applicable
Viscosity / (dynamic):	4 - 6 mPa.s (20 °C) Method: DIN 51562
Viscosity / (kinematic):	not determined

Section 10 - Stability and reactivity

Thermal decomposition:	No decomposition if used as prescribed., Stable up to boiling point.

Section 11 - Toxicological information

Product information:

Acute oral toxicity:	LD50 > 2,000 mg/kg (rat) Source: RTECS Data relate to main components
Acute inhalation toxicity:	not determined
Acute dermal toxicity:	not determined
Skin irritation:	Non-irritating (rabbit)
Eye irritation:	Non-irritating (rabbit)

Section 12 - Ecological information

Product information:

Biodegradation:	> 90 % Method: DIN 38412 T.24 Source: Analogy
Fish toxicity:	LC50 > 1,000 mg/l (96 h, zebra fish) Method: OECD 203 Source: Analogy
Daphnia toxicity:	EC50 > 1,000 mg/l (Daphnia magna) Method: DIN 38412 T.11 Source: Analogy
Bacteria toxicity:	EC0 > 12.5 g/l Method: OECD 209 Source: Analogy
Chemical oxygen demand (COD):	330 mg/g Source: Analogy
Biological oxygen demand (BOD):	300 mg/g Source: Analogy

Remarks:
May be eliminated in purification plants

Section 13 - Disposal considerations

Waste disposal information:
Recommended disposal is by incineration in approved facilities.

RCRA hazardous waste:
No -- Not as sold.
RCRA number: NONE

Section 14 - Transport information

DOT	not restricted
IATA	not restricted
IMDG	not restricted

Section 15 - Regulatory information

TSCA Status:
All components of this product are listed on the TSCA Inventory.

SARA (section 311/312):

Reactive hazard:	no
Pressure hazard:	no
Fire hazard:	no
Immediate/acute:	no
Delayed/chronic:	no

SARA 313 information:
This product does not contain any toxic chemical listed under Section 313 of the Emergency Planning and Community Right-To-Know Act of 1986.

Clean Water Act:
Contains no known priority pollutants at concentrations greater than 0.1%.

Volatile organic compounds VOC:
Remarks: Not Available

FDA:
This product is not registered with the FDA.

Section 16 - Other information

Other precautions:
None Known

Label information:

ATTENTION!

UPON EVALUATION, IT HAS BEEN DETERMINED THAT THIS PRODUCT IS NOT SUBJECT TO THE LABELING REQUIREMENTS OF OSHA REGULATION 29CFR 1910.1200.

Good work practices dictate that care be taken to avoid skin and eye contact and ingestion. Washing after handling is advised.

This information is supplied under the OSHA Hazard Communication Standard, 29 CFR 1910.1200, and is offered in good faith based on data available to us that we believe to be true and accurate. The recommended industrial hygiene and safe handling procedures are believed to be generally applicable to the material. However, each user should review these recommendations in the specific context of the intended use and determine whether they are appropriate for that use. No warranty, express or implied, is made regarding the accuracy of this data, the hazards connected with the use of the material, or the results to be obtained from the use thereof. We assume no responsibility for damage or injury from the use of the product described herein. Data provided here are typical and not intended for use as product specifications. (R) and TM indicate trademarks of Clariant AG, its business partners or suppliers.

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Vendor No. 114536
OCTAGON PROCESS, L.L.C.
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

Contact person/Telephone
Dinesh Chheda/212-435-3932

Collective# / RFQ Number / Bid Due Date
0000021537 / 6000096981 / 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS NET 30 DAYS	Total Delivered Price	

PROCUREMENT
2010 JUN 30 AM 11:53

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed Fris Charna
Firm Name OCTAGON PROCESS, L.L.C.
Telephone number 800-423-3375 Date 6/28/10
Fax Number 845-680-8810
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed Fris Charna Date 6/28/10
Firm Name OCTAGON PROCESS, L.L.C.

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000096981 / 06/30/2010

Vendor No. 114536
OCTAGON PROCESS, INC.
EDISON NJ 08837

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
1	Potassium Acetate Winter Deicing Chemica **The item covers the following services:** Potassium Acetate 3 Yr - 11/10 to 10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS**	**Total Delivered Price**	

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name _____
Telephone number_____Date_____
Fax Number_____
Federal Taxpayer ID _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed_____Date_____
Firm Name_____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been 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.

2. Pricing Sheet(s)

POTASSIUM ACETATE LIQUID
PRIMARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	10,000	x	$ 4.87	=	$ 48,700.00
LGA	10,000	x	$ 4.87	=	$ 48,700.00
EWR	1,050,000	x	$ 4.87	=	$ 5,113,500.00
TEB	350,000	x	$ 4.87	=	$ 1,704,500.00
SWF	40,000	x	$ 4.96	=	$ 198,400.00

Estimated Total Three-Year Contract Price = $ 7,113,800.00

2010 JUN 30 AM 11:53 PROCUREMENT

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

POTASSIUM ACETATE LIQUID
SECONDARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	1,500	x	$ 5.12	=	$ 7,680.00
LGA	1,500	x	$ 5.12	=	$ 7,680.00
EWR	117,000	x	$ 5.12	=	$ 599,040.00
TEB	40,000	x	$ 5.12	=	$ 204,800.00
SWF	5,000	x	$ 5.21	=	$ 26,050.00

Estimated Total Three-Year Contract Price = $ 845,250.00

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

OCTAGON PROCESS, L.L.C.
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962
Phone: 845-680-8800

June 28, 2010

The Port Authority of New York and New Jersey
Procurement Department
1 Madison Avenue, 7th Floor
New York NY 10010

SUBJECT: RFQ 0000021537, Opening June 30, 2010, 11:00 A.M.
Potassium Acetate Runway Deicer

Gentlemen:

In accordance with the above referenced request for quotation, the following is the distribution plan with regard to our runway deicer **OCTAGON RD1435**.

Distribution Point:	Marion OH
Storage Capacity:	100,000 gallons
Product Throughput:	50,000 gallons per day
Shipping Point:	Elizabeth NJ
Trucking Companies:	Eastern Bulk Transport
(All NJ based)	Linden Bulk Transportation
	Tom Hassel Transport
	All Chem Transport

We will preload tank trucks in advance of impending weather-related events so that deliveries can be made within the time period requested by the Port Authority, provided, however, that delays are not caused by road conditions, security restrictions at the bridges and airports, lack of trained personnel available to offload trucks upon delivery, or similar circumstances beyond our control.

A copy of the periodic testing report from SMI, Inc., dated August 17, 2009, technical data and MSDS are enclosed for your review.

During the winter season we operate on a 24-7 basis. An emergency contact list will be made available if we are the successful bidder.

Very truly yours,

Iris Charms

Iris Charms
Vice President Administration

OCTAGON RD 1435

Potassium Acetate Runway Deicing Fluid

PHYSICAL PROPERTIES					
Form	**Color**	**Wt/Gl**	**pH**	**Flash Point**	**Freeze Point**
Liquid	Blue	10.6 lbs.	10.4-11.5	None	−76° F

ENVIRONMENTAL ASPECTS		
Biodegradability	**Total Oxygen Demand**	**5 Day B.O.D.**
>90%	0.42 kg O_2/kg Product	0.25kg O_2/kg Product

APPLICATION RATES

ANTI-ICING – Suggested rate is ½ to ¾ gallon per 1,000 square feet. Apply prior to precipitation occurring. Removal of snow and ice is required to keep the fluid from diluting. Dilution will weaken the anti-icing characteristics of this product. Should snow or ice start to accumulate, reapplication will be required.

DEICING – Suggested application rate is 1 to 3 gallons per 1,000 square feet. The rate depends on the ambient temperature and the amount of frozen precipitation. Conditions with temperatures closer to zero degrees Fahrenheit and over ½ inch of frozen precipitation, will lean towards the heavier rate of application.

Application rates are guidelines only. Local conditions will determine actual rates needed.

METHOD OF APPLICATION

Apply through runway deicing trucks without modification to the spray system. The best use of this fluid is as an anti-icer. Application before precipitation starts will keep the snow and ice from bonding to pavement surface, making mechanical removal easier. For deicing, clearing all loose snow and ice will enhance the performance of the fluid.

STORING AND HANDLING

Store in polyethylene, carbon steel or other usual runway deicing storage containers. Contact with brass, galvanized steel and copper should be avoided. Refer to Material Safety Data Sheet.

Conforms to all the requirements of SAE AMS 1435A, and meets the requirements set forth in the current FAA Advisory Circular. Reports from an independent laboratory are available upon request.

The information contained in this bulletin is, to the best of our knowledge, true and accurate, but all recommendations or suggestions are made without guarantee, since the conditions of use are beyond our control. Octagon Process, Inc. makes no express or implied warranties in these data or suggestions including no implied warranties of merchantability or fitness for a particular purpose and disclaims any liability incurred in connection with their use.

OCTAGON PROCESS, L.L.C.
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

Tel: 800-423-3375

0610

OCTAGON PROCESS, L.L.C.
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962
Phone: 800-423-3375

OCTAGON RD-1435

SAE AMS 1435A
Potassium Acetate Runway Deicing Fluid

Environmental Information

Biodegradability tested in accordance with APHA Standard Methods for Examination of Water and Waste Water:

Percent of Fluid Biodegraded in Five (5) days at 20°C:

BOD = 325,000 mg/O_2L = 0.25 kg O_2/kg fluid

Five (5) Day Theoretical Total Oxygen Demand (TOC) expressed in kilograms of oxygen per kilograms of fluid:

COD = 542,200 mg/ O_2L = 0.42 kg O_2/kg fluid

Aquatic Toxicity tested in accordance with EPA Methods 40 CFR Part 797.1300 and 797.1400 or OECD Guidelines for Testing of Chemicals Methods 202 and 203 using test species required by regulatory agencies for permitted discharges. The LC_{50} concentration, the highest concentration at which 50% of the test species survive, is expressed in milligrams per liter.

EPA 40 CFR 797.1300 Daphnid Acute Toxicity Test:

Daphnia magna, static system = 48 hour LC_{50}: >675 mg/L

EPA 40 CFR 797.1400 Fish Acute Toxicity Test:

Pimephales promelas, static system= 96 hour LC_{50}: >1,750 mg/L

Trace Contaminants:

Sulfur:	< 5 ppm	(< 0.0001%)
Halogens:	35 ppm	(0.0030%)
Phosphate (P as P_2O_5):	< 200 ppm	(< 0.0001%)
Nitrate (as NO_3):	1,900 ppm	(0.0020%)
Heavy Metals:		
Lead (Pb):	< 1 ppm	(< 0.0001%)
Chromium (Cr):	< 1 ppm	(< 0.0001%)
Cadmium (Cd):	< 1 ppm	(< 0.0001%)
Mercury (Hg):	< 1 ppm	(< 0.0001%)

OCTAGON

MATERIAL SAFETY DATA SHEET

SECTION 1- PRODUCT AND MANUFACTURER INFORMATION

MSDS DATE: 06/28/2010

PRODUCT	**OCTAGON RD1435**
SYNONYMS	Liquid Runway Deicer, SAE AMS 1435 (Latest Issue)
CHEMICAL FAMILY	Alkaline Deicer
FORMULA	Mixture

LABEL: 1001870

MILITARY USE – NSN 6850-01-341-9856 - BULK

MANUFACTURER

Octagon Process, LLC.
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

EMERGENCY NUMBERS

CHEMTREC..... 800-424-9300
OCTAGON - 24 Hour.... 800-423-3375

SECTION 2 – CHEMICAL COMPOSITION

50%	Potassium Acetate	127-08-2
<1%	Corrosion Inhibitors in	
50%	Water	7732-18-5

SECTION 3 - HAZARDOUS MATERIAL IDENTIFICATION SYSTEM

HEALTH=1 FLAMMABILITY=0 REACTIVITY=0 PROTECTION=B

SECTION 4 - HEALTH HAZARD DATA

HEALTH EFFECTS *(Acute And Chronic)*

CAUTION! - MAY CAUSE EYE IRRITATION

EYES: Slightly irritating to the eyes and could cause prolonged (days) impairment of vision. The degree of the injury depends upon the amount of material that gets into the eye and the quick treatment. Signs and symptoms include pain, tearing, swelling, redness and blurred vision.

SKIN: Not expected to cause prolonged or significant skin irritation.

INHALATION: Does not present an inhalation hazard.

INGESTION: If swallowed this substance is considered practically non-toxic to internal organs. Accidental ingestion may cause irritation to the digestive tract with may result in nausea, vomiting and diarrhea.

OCCUPATIONAL EXPOSURE LIMITS: None identified.

SECTION 5 - FIRST AID INSTRUCTIONS

EYES: Flood with water for at least 15 minutes. If irritation persists, get medical attention.

SKIN: Wash with water and mild soap. Remove and launder contaminated clothing.

INHALATION: Since this material is not expected to be an immediate inhalation problem, no first aid procedures are required.

INGESTION: If swallowed, give water or milk to drink and telephone for medical advice. DO NOT induce vomiting unless directed to do so by medical personnel. If medical advice cannot be obtained, take the person and product sample to the nearest medical emergency treatment center or hospital. This product contains potassium salts.

SECTION 6 - CHEMICAL DATA

BOILING POINT	212°F	SPECIFIC GRAVITY (WATER=1)	1.27 @ 20°C
VAPOR PRESSURE (mmHg)	17 @ 20°C	PERCENT VOLATILE BY VOLUME (%)	<50%
VAPOR DENSITY (AIR=1)	<1	EVAPORATION RATE (Water =1)	1
pH 10.5 – 11.5		VISCOSITY	6.5 Cp @ 20°C

SOLUBILITY : Completely miscible with water.

APPEARANCE AND ODOR: Clear blue liquid, odorless.

INCOMPATIBILITY (Materials To Avoid): May react with strong oxidizers. Avoid prolonged contact with reactive metals such as magnesium and zinc, especially in closed systems where hydrogen gas may accumulate over time.

HAZARDOUS DECOMPOSITION PRODUCTS: None known.

HAZARDOUS POLYMERIZATION: Will not occur.

STABILITY: Yes

SECTION 7 – FIRE FIGHTING INFORMATION

FLASH POINT (Method Used) None FLAMMABLE LIMITS N/A

EXTINGUISHING MEDIA: N/A – Material is not flammable.

FIRE FIGHTING PROCEDURES: This material normally will not burn.

UNUSUAL FIRE AND EXPLOSION HAZARDS: None

SECTION 8 - SPILL OR LEAK/DISPOSAL PROCEDURES

Product is not listed as a hazardous waste nor does it exhibit any of the characteristics that would cause it to be classified or disposed of as a RCRA hazardous waste. If product should accidentally spill and cannot be used for deicing purposes contain spillage and absorb in suitable material, e.g. sawdust, sand or earth. Transfer to a container for disposal. Wash spillage area with plenty of water. Material may be disposed of in sanitary landfill unless state or local regulations prohibit such disposal.

SECTION 9 – ECOLOGICAL INFORMATION

Kilograms of oxygen per kilograms of deicer:

COD (TOD):	0.42 kg O_2/kg deicer
BOD_5 @ 20°C:	0.25kg O_2/kg deicer

SECTION 10 - EXPOSURE CONTROL AND PROTECTION

VENTILATION: In confined areas only recommend the use of forced-air ventilation when handling product

RESPIRATORY PROTECTION: Not required with recommended use. If exposure causes irritation during routine or non-routine application of product, use NIOSH/MSHA approved respiratory protection (refer to 29CFR 1910.134).

PROTECTIVE GLOVES: Neoprene or PVC (refer to 29CFR 1910.132)

OTHER PROTECTIVE EQUIPMENT: Wear chemical goggles. If excessive splashing is expected, use a full face shield and rubber apron. Provide local emergency showers and eyewash stations.

OTHER ENGINEERING CONTROLS: None

WORK PRACTICES: Avoid eye/skin contact. All users should consult MSDS before handling this material.

HYGIENIC PRACTICES: Wash hands and face after using this product. Remove and launder contaminated clothing. Do not allow product to remain on the skin.

SECTION 11 – HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE: Avoid breathing mist when spraying. Storing in polyethylene containers is preferred otherwise use carbon, low alloy or stainless steel. Store drums and totes in areas protected from weather and exposure to direct sunlight. Should not be stored or plumbed through systems that use galvanized steel, zinc or brass components. Do not store near acids and oxidizers. Keep containers closed when not in use.

SECTION 12 - SPECIAL PRECAUTIONS

MAINTENANCE PRECAUTIONS: Clean equipment prior to any maintenance work.

SECTION 13 – OTHER INFORMATION

Not restricted under any transport regulations.

SECTION 14 – REGULATORY INFORMATION

NEW JERSEY RIGHT TO KNOW INFORMATION:
07732-18-5 Water
00127-08-2 Potassium Acetate
NJ Trade Secret Registry Number 14866600000-5016P

SARA INFORMATION: Product is not regulated under SARA III Section 313 Supplier Notification Requirements.

TSCA INFORMATION: All components of this product are listed in the TSCA Inventory.

DOT INFORMATION: Not regulated

SECTION 15 – HAZARDOUS MATERIAL IDENTIFICATION GUIDE

The follow letter codes refer to personal protective equipment (PPE) recommendations as shown in SECTION 3 of this MSDS, relative to handling hazardous chemical products.

A Safety Glasses
B Safety Glasses, Hand Protection
C Safety Glasses, Hand Protection, Protective Apron
D Full Face Shield, Hand Protection, Protective Apron
E Safety Glasses, Hand Protection, Dust Respirator
F Safety Glasses, Hand Protection, Dust Respirator, Protective Apron
G Safety Glasses, Hand Protection, Vapor Respirator
H Splash Goggles, Hand Protection, Protective Apron, Vapor Respirator
I Safety Glasses, Hand Protection, Dust & Vapor Respirator
J Safety Glasses, Hand Protection, Protective Apron, Dust & Vapor Respirator
K Air Line Hood or Mask, Hand Protection, Full Body Suit, protective Boots
X Unspecified – to be determined*
(*special equipment selection for site-specific applications not otherwise shown here)

The above information is accurate to the best of our knowledge, however, since data, safety standards and government regulations are subject to change and the conditions of handling and use or misuse are beyond our control, Octagon Process, L.L.C. assumes no responsibility for any injury or loss resulting from the use of the product described herein.

Prepared according to the OSHA Hazard Communication Standard (29CFR 1910.1200)
by Octagon Process, L.L.C.

SMI, Inc.

12219 SW 131 Avenue
Miami, Florida 33186-6401 USA

Phone: (305) 971-7047
Fax: (305) 971-7048

Attn: Alex Meyers
Octagon Process, Inc.
450 Raritan Center Parkway Suite F
Edison, NJ 08837

Date: 17-Aug-2009

SMI/REF: 0907-564

Product: **OCTAGON RD-1435 (Lot OP-032309)** *(received 07-Jul-2009)*

Dilution: As received

Periodic testing in accordance with:
AMS 1435A
FLUID, GENERIC, DEICING/ANTI-ICING
Runways and Taxiways

4.2.2 Periodic Tests

3.2.4	Freezing Point	Conforms
3.2.5	Effect on Aircraft Metals	
3.2.5.1	Sandwich Corrosion	Conforms
3.2.5.2	Total Immersion Corrosion	Conforms
3.2.5.3	Low Embrittling Cadmium Plate	Conforms
3.2.5.4	Hydrogen Embrittlement	Conforms
3.2.5.5	Stress-Corrosion Resistance	
	AMS 4911	Conforms
	AMS 4916	Informational
3.2.6	Effect on Transparent Plastics	
	MIL-P-25690 (Type C)	Conforms
	MIL-P-83310 (Polycarbonate)	Conforms
3.2.7	Effect on Painted Surfaces	Conforms
3.2.8	Effect on Unpainted Surfaces	Conforms
3.2.9	Rinsibility	Conforms
3.2.10	Runway Concrete Scaling Resistance	Conforms

Respectfully submitted,

Patricia D. Viani, SMI Inc.

4.2.2 Periodic Tests: Freezing point (3.2.4), effect on aircraft metals (3.2.5), effect on transparent plastic (3.2.6), effect on painted surfaces (3.2.7), effect on unpainted surfaces (3.2.8), rinsibility (3.2.9), and runway concrete scaling resistance (3.2.10) are periodic tests and shall be performed at a frequency selected by the vendor unless frequency of testing is specified by purchaser, but in no case less than once every two years.

3.2.4 Freezing Point:

3.2.4.1 Freeze point of fluid diluted 1:1 by weight with ASTM D 1193 Type IV water shall be reported and shall be lower than -14.5°C (+6°F) determined in accordance with ASTM D 1177.

Freezing point (fluid diluted 1:1): -18 °C

Result Conforms

3.2.4.2 Shall be reported and shall be within 4°C (7°F) of the preproduction value established in 4.2.3, determined in accordance with ASTM D 1177.

Freezing point (fluid diluted 1:1): -18 °C

Result Informational

3.2.5 Effect on Aircraft Metals:

3.2.5.1 Sandwich Corrosion: Specimens, after testing in accordance with ASTM F 1110, shall not show corrosion worse than control panels run using ASTM D 1193, type IV, water.

	2024-T3 Bare Anodized	2024-T3 Alclad	7075-T6 Bare Anodized	7075-T6 Alclad
DEICER FLUID	**1**	**1**	**1**	**1**
CONTROL	1	1	1	1

Result Conforms

3.2.5.2 Total Immersion Corrosion: The fluid, tested in accordance with ASTM F 483 except that panels of AMS 4376 shall be tested for 24 hours, shall neither show evidence of corrosion of panels nor cause a weight change of any test panel greater than shown in Table 1:

TEST PANEL	WEIGHT CHANGE ($mg/cm^2/24hrs$)	
	ALLOWABLE	RESULTS
AMS 4037 Aluminum Alloy, anodized as in AMS 2470	0.3	**0.01**
AMS 4041 Aluminum Alloy	0.3	**0.02**
AMS 4049 Aluminum Alloy	0.3	**0.01**
AMS 4376 Mg Alloy, dichromate treated as in AMS 2475	0.2	**0.15**
AMS 4911 or MAM 4911 Titanium Alloy	0.1	**0.01**
AMS 5045 Carbon Steel	0.8	**0.01**

Result Conforms

3.2.5.3 Low-Embrittling Cadmium Plate: Test panels, coated with low-embrittling cadmium plate, shall not show a weight change greater than 0.3 $mg/cm^2/24hrs$, determined in accordance with ASTM F 1111.

As received: 0.09 $mg/cm^2/24hrs$

Result Conforms

3.2.5.4 Hydrogen Embrittlement: The fluid shall be nonembrittling, determined in accordance with ASTM F 519, Type 1a, 1c, or 2a.

Specimens: Type 1c, cadmium-plated per MIL-STD-870.
Parameters: 45% load, notch immersed in fluid for duration (150 hours)

As received: No failures occurred within 150 hours.

Result Conforms

3.2.5.5 Stress-Corrosion Resistance: The fluid shall not cause cracks in AMS 4911 or MAM 4911 titanium alloy specimens, determined in accordance with ASTM F 945, Method A. *(3% salt control: cracking evident)*

As received: ***No cracking evident.***

Result Conforms

3.2.5.5.1 The fluid shall be tested in accordance with ASTM F 945, Method A using AMS 4916 specimens. Report shall detail the effect of the fluid and the effect of control solution. The results shall be reported for informational purposes only. *(100 ppm salt control: cracking evident)*

As received: ***Cracking evident.***

Result Informational

3.2.6 Effect on Transparent Plastics:

3.2.6.1 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-25690 stretched acrylic plastic, determined in accordance with ASTM F 484.

MIL-P-25690: No craze, stain, or discolor

Result Conforms

3.2.6.2 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-83310 polycarbonate plastic, determined in accordance with ASTM F 484, except that the specimens shall be stressed for 30 minutes ± 2 to an outer fiber stress of 13.8 MPa (2000 psi).

MIL-P-83310: No craze, stain, or discolor

Result Conforms

3.2.7 Effect on Painted Surfaces: The fluid, at 25°C ± 2 (77°F ± 4), shall neither decrease the paint film hardness by more than two pencil hardness levels nor shall it produce any streaking, discoloration, or blistering of the paint film, determined in accordance with ASTM F 502.

ASTM F502: No decrease in film hardness; no detrimental effect

Result Conforms

3.2.8 Effect on Unpainted Surfaces: The fluid, tested in accordance with ASTM F 485, shall neither produce streaking nor leave any stains requiring polishing to remove.

AMS 4049: No streaking or stains
AMS 4911: No streaking or stains

Result Conforms

3.2.9 Rinsibility: The fluid shall be completely rinsible in tap water, determined in accordance with 3.2.9.1

3.2.9.1 A 75 x 200 mm panel of clear glass shall be cleaned to provide a surface free of waterbreak, dried, and coated with the deicer/anti-icer fluid by pouring the fluid over the panel while it is held in a horizontal position. The coated panel shall be inclined at an angle of approximately 45 degrees for 10 minutes ± 0.5, then placed in a horizontal position for 24 hours ± 0.25 at room temperature. After the 24 exposure, the panel shall be rinsed in tap water for 5 to 6 minutes, followed by a rinse with ASTM D 1193, Type IV, water, allowed to air dry at ambient temperature, and examined for visible traces of deicer/anti-icer fluid.

Fluid was completely rinsible.

Result Conforms

3.2.10 Runway Concrete Scaling Resistance: The condition of the runway concrete surface shall have a rating not greater than 1 for 50 freeze-thaw cycles, determined in accordance with ASTM C 672 except that concrete shall:

- Be air-entrained with an air content as specified in ASTM C 672
- Have a minimum cement content of 510 pound per cubic yard ± 10 (302 kg/m^3 ± 6)
- Have a slump, 1.5 inches ± 0.5 (38 mm ± 13)

A 25 % by volume solution of the deicer/anti-icer fluid, as supplied by the manufacturer in commercial concentration, in tap water shall be substituted for calcium chloride. Performing more than one freeze-thaw cycle per day is acceptable.

Rating after 50 cycles: 1

Result Conforms

B

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Vendor No. 160224
CP INDUSTRIES
560 NORTH 500 WEST
SALT LAKE CITY UT 84116

Contact person/Telephone
Dinesh Chheda/212-435-3932

Collective# / RFQ Number / Bid Due Date
0000021537 / 6000096990 / 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010	* Please see attached bid shee	
	PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price	7,068,000.00

2010 JUN 30 AM 11:50
PROCUREMENT

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name CP Industries, LLC
Telephone number 801-521-0313 Date 6/29/10
Fax Number 801-433-1037
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed _____ Date 6/29/10
Firm Name CP Industries, LLC

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000096990 / 06/30/2010

Vendor No. 160224
CP INDUSTRIES
SALT LAKE CITY UT 84116

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
1	Potassium Acetate Winter Deicing Chemica **The item covers the following services:** Potassium Acetate 3 Yr - 11/10 to 10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS	Total Delivered Price	

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name _____
Telephone number_____Date_____
Fax Number_____
Federal Taxpayer ID _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed_____Date_____
Firm Name_____

2. Pricing Sheet(s)

POTASSIUM ACETATE LIQUID
PRIMARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	10,000	x	$ 11.13	=	$ 111,300.00
LGA	10,000	x	$ 11.13	=	$ 111,300.00
EWR	1,050,000	x	$ 10.96	=	$ 11,508,000.00
TEB	350,000	x	$ 10.96	=	$ 3,836,000.00
SWF	40,000	x	$ 11.13	=	$ 445,200.00

Estimated Total Three-Year Contract Price = $ 16,011,800.00

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

PROCUREMENT
JUN 30 AM 11:53

POTASSIUM ACETATE LIQUID
SECONDARY BIDDER

Three-Year Contract

Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	1,500	x	$ 11.13	=	$ 111,300.00
LGA	1,500	x	$ 11.13	=	$ 111,300.00
EWR	117,000	x	$ 10.96	=	$ 1,282,320.00
TEB	40,000	x	$ 10.96	=	$ 438,400.00
SWF	5,000	x	$ 11.13	=	$ 55650.00

Estimated Total Three-Year Contract Price = $ 1,998,970

Note: (1) FOB delivery point, freight included.
(2) Prices shall be firm for first year and subject to price adjustment clause in others.

INDUSTRIES

MATERIAL SAFETY DATA SHEET

DATE PREPARED: JANUARY 3, 2009

SECTION 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Identity
Superior Plus Liquid Runway Deicer

Distributor's Name
CP Industries
560 North 500 West
Salt Lake City, UT 84116
(800) 453-4931
Emergency 24 Hour Number (800) 535-5053

SECTION 2. COMPOSITION/INFORMATION ON INGREDIENTS

This Product is Non-Hazardous

Substance Description	CAS#
Potassium Acetate	127-08-2
Propylene Glycol	57-55-6
Proprietary Inhibition Package	N/A

HAZARD RATINGS:	HEALTH 1 – SLIGHT	FIRE 0 – MINIMAL
	REACTIVITY 0 – MINIMAL	SPECIAL - NONE

SECTION 3. HAZARDS IDENTIFICATION

Appearance and Odor: Clear liquid with slight vinegar odor.

Statement of Hazards: Contact may cause eye and skin irritation.

Fire and Explosion Hazards: Not flammable in normal circumstances; however, under fire conditions it may decompose to give off toxic gases such as carbon dioxide, carbon monoxide, and various hydrocarbons.

Primary Route of Exposure: Skin and eye contact are the primary routes of exposure to this product.

Skin Contact – Acute: Skin contact may cause mild irritation.

Eye Contact – Acute: Eye contact can cause irritation.

Inhalation – Acute: This product is not likely to present an inhalation hazard at normal temperatures; however, at elevated temperatures vapors, mist or fumes can cause irritation to the respiratory tract. Inhalation can cause irritation of mucous membranes.

Ingestion – Acute: Ingestion may cause gastrointestinal irritation.

SECTION 4. FIRST AID MEASURES

Inhalation First Aid: Inhalation is unlikely; however, if it does occur, remove victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, administer oxygen. Seek medical attention.

Skin Contact First Aid: Wash off with water. If irritation persists, seek medical attention.

Eye Contact First Aid: Immediately flush with plenty of water for at least 15 minutes holding eyelids apart to ensure flushing of entire eye surface. If irritation persists, seek medical attention.

Ingestion First Aid: If swallowed, do not induce vomiting. Give large quantities of water. Seek medical attention.

SECTION 5. FIRE FIGHTING MEASURES

Flash Point
Greater than 212.0 F 100.0 C

Flash Method
Pensky-Marten's Closed Cup

Auto Ignition Temperature
Greater than 302.0 F 150.0 C

Upper Explosion Limit
N/D

Lower Explosion Limit
N/D

Extinguishing Media: Regular foam, dry chemical or carbon dioxide. Direct application of high pressure water streams may scatter burning material.

Fire Fighting Procedure: As in any fire, prevent human exposure to fire, smoke, fumes, or products of combustion. Evacuate non-essential personnel from the fire area. Firefighters should wear positive pressure/pressure demand, self-contained breathing apparatus and impervious protective clothing. If possible, remove containers from the fire area. Keep fire exposed containers cool with a water fog or spray to prevent excessive heat. High pressure water may spread product from broken containers increasing contamination or fire hazard.

Fire and Explosion Hazard: This product is not defined as flammable or combustible; however, under fire conditions it may support combustion and produce toxic oxides of carbon and various hydrocarbons.

Other Fire and Explosion Hazards: No other fire or explosion hazards of this product are known.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Cleanup: For large spills, dike area and dispose of according to local ordinances. For small spills, the material can be wiped up or sprayed down the drain.

SECTION 7. HANDLING AND STORAGE

Handling: This product has low irritation level and shouldn't need any special handling procedures.

Storage: Containers should be stored in a cool, dry and well ventilated area away from strong oxidizing agents.

MAXIMUM STORAGE TEMPERATURE
120.0 F 49.0 C
See General Comments

General Comments: Keep containers tightly closed until ready for use. The stated maximum storage temperature is for quality purposes only. Temperatures exceeding 120 F may cause color degradation, and an overall decrease in product quality.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection: Not an exposure route.

Skin Protection: Gloves should be worn when excessive skin contact cannot be avoided.

Eye Protection: Eye protection is recommended in all industrial work places.

FOR EXPOSURE LIMITS SEE SECTION 11.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Range	212.0 F	**Vapor Density (Air = 1.0)**	N/D
Density	1 G/Cm3	**Percent Volatile Matter**	N/D
Evaporation Rate	N/D	**Solubility in Water**	Complete
Appearance	Clear Liquid	**Odor**	Mild Vinegar
Ph	7 - 8		

SECTION 10. STABILITY AND REACTIVITY

Stability	Stable
Conditions to Avoid	Exposure to high temperatures
Incompatibility	Strong oxidizing agents
Decomposition	Toxic oxides of carbon and hydrocarbons
Polymerization	Hazardous polymerization will not occur

SECTION 11. TOXICOLOGICAL INFORMATION

Eye Contact	Mild irritation.
Inhalation	Not a likely exposure route.
Skin Contact	Prolonged continual exposure can be irritating.
Ingestion	Ingestion may cause gastrointestinal irritation.
Chronic	No evidence of adverse effects from available information.

SECTION 12. ECOLOGICAL INFORMATION

This product is thought to be biodegradable under most definitions of the term.

SECTION 13. DISPOSAL CONSIDERATIONS

This product and/or its components are found in many consumer food, drug, and cosmetic items. Release to sanitary sewer in small amounts is inherent with these end uses. No disposal method should be used which would pose an environmental or human health and/or would contaminate ground or surface waters.

SECTION 14. TRANSPORT INFORMATION

DOT Shipping Name: Not Regulated.

SECTION 15. REGULATORY INFORMATION

OSHA Category: Not Regulated.
SARA 313 Supplier Notifications: Not Reportable.

All Ingredients are Listed on the TSCA Inventory

SECTION 16. OTHER INFORMATION

Special Precautions or Other Comments: Containers of this material may be hazardous when emptied since emptied containers retain product residues (vapor, liquid, and/or solid). All hazard precautions given in the data sheet must be observed.

Special Precautions or Other Comments: The information accumulated herein is believed to be accurate but is not warranted to be regardless of whom it originates with. Recipients are advised to confirm prior to need that the information is current, applicable, and suitable to their circumstances.

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 08/10/2007

REQUEST FOR QUOTATION

Vendor No. 105258
CRYOTECH DEICING TECHNOLOGY
6103 ORTHOWAY
FORT MADISON IA 52627

Contact person/Telephone
Dinesh Chheda/212-435-3932

Collective# / RFQ Number / Bid Due Date
0000013827 / 6000081793 / 08/22/2007
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	SODIUM ACETATE DEICING CHEMICAL See attached Contract Description, Specifications, Pricing Sheets & Standard Contract Terms & Conditions. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of NY & NJ Attn: Bid Custodian Procurement Department One Madison Avenue, 7th Floor New York, N.Y. 10010 by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail,express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document.		
	PLEASE QUOTE FULLY DELIVERED PRICES — **PAYMENT TERMS** Net 30	**Total Delivered Price**	see attached price page

FROCUREMENT
2007 AUG 17 AM 10:43

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed Keith L Johnson
Firm Name Cryotech Deicing Technology*
Telephone number 800-346-7237 Date 8/15/07
Fax Number 319-372-2662
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed Keith L Johnson Date 8/15/07
Firm Name Cryotech Deicing Technology*

* a division of General Atomics Int'l Services Corp.

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 08/10/2007

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000081793 / 08/22/2007

Vendor No. 105258
CRYOTECH DEICING TECHNOLOGY
FORT MADISON IA 52627

Quantity	Description	Unit Price	Total
	A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
	Sodium Acetate winter deicing chemical		
	The item covers the following services:		
1	Sodium Acetate Deicing Chemical		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS Net 30	Total Delivered Price	See attached price page

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed [signature]
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Signed [signature] Date 8/15/07
Firm Name Cryotech Deicing Technology*

* a division of General Atomics Int'l Services Corp.

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been 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.

SODIUM ACETATE (SOLID/PRILLED) REQUIREMENTS CONTRACT

CONTRACT DESCRIPTION, SPECIFICATIONS AND PRICING SHEETS

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PART I CONTRACT DESCRIPTION

1. GENERAL AGREEMENT SODIUM ACETATE (SOLID/PRILLED) SOLID RUNWAY ICE CONTROL CHEMICAL

The following are general requirements of a three-year requirements contract for Sodium Acetate (Solid/Prilled) with three (3) additional one (1) year options.

PROPERTIES SODIUM ACETATE (SOLID/PRILLED) AND OTHER REQUIREMENTS

1. The Contractor shall submit independent laboratory evidence that product complies with SAE AMS 1431 B.

2. Sodium acetate must be Anhydrous not Trihydrate.

3. Product shall be a spherical pellet.

4. The product shall have no known deleterious effects on asphalt or concrete.

5. The Port Authority, at its discretion may require a bag sample at no cost to Port Authority to assure that the product meets MSDS, BOD, toxicity and product specifications.

6. The Contractor shall provide and include Material Safety Data sheets with its bid.

7. The Contractor shall provide and include Product Specifications with its bid (including raw material percentage, and application rates).

8. The Contractor shall provide and include the product's biological oxygen demand (BOD) and toxicity along any other environmental test results with its bid.

9. The Contractor should provide a detailed distribution plan including storage location, capacities and names and locations of the trucking company.

10. The Contractor should provide 2-hour training session (for approx. 15-20 staff), at no additional cost to the Port Authority; at each airport addressing products intended usage, and health/safety issues. However the PA will provide classroom space at no charge to the contractor.

2. DURATION / CANCELLATION

This Contract shall commence on or about 12:01 am, November 1, 2007 or on the specific date set forth on the Authority's award letter, and unless terminated in accordance with the provisions hereof, shall expire at 11:59 pm, on October 31, 2010. This period shall be referred to as the "Initial Term." The Port Authority has the unilateral right to extend the Contract for three (3) additional one (1) year periods on the term stated herein. Prior to exercising any such

option to extend, the Port Authority shall advise the Contractor, in writing, at least 30 days prior to expiration of the Initial Term or option periods upon the same terms and conditions, than in effect, that it is considering such an extension.

The Port Authority shall have the absolute right, at any time, and without cause, to cancel this contract as to any or all portions not yet performed upon at least five days prior written notice. 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.

3. PAYMENT

All invoices shall be sent to the locations as stated in Section 4 below. The names and phone numbers of the individuals to contact concerning invoices are also provided in this Section. Prices to remain firm through October 31, 2010 subject to the Price Adjustment clause. If changes occur to the names and phone numbers of the individual contacts, the Port Authority will provide these changes to the Contractor. Total compensation to the Contractor shall be limited to payment for material actually supplied by the Contractor and accepted by the Port Authority. Payments are net 30 days from the invoice (billing) date.

4. PRICE ADJUSTMENT

The Contractor will supply sodium acetate deicer to the Port Authority at the fixed price(s) for the first season effective November 1, 2007 through October 31, 2008. For subsequent years of the contract, the price to the Port Authority may be adjusted depending upon changes in raw material costs to the Contractor. A request for a price adjustment that results in a price increase or decrease to the Port Authority shall be made by the Contractor in writing 60 days prior to the start of the season. After any price adjustment is made that results in an adjustment in the price to the Port Authority, the price to the Port Authority will remain firm for the duration of the following supply season, i.e., a request for adjustment made by September1, 2008 and effectuated shall control for the 2008-2009 supply season.

Requests for price adjustment shall require documented evidence of a change in raw material cost to the Contractor. This evidence in the case of a request for a price increase by the Contractor shall be provided by a sworn to notarized letter from the Contractor's raw material supplier stating the amount of increase in raw material cost to the Contractor. This increase will be expressed in dollars per pound of raw material. For sodium acetate deicer, the raw materials subject to this price adjustment provision will be acetic acid and sodium hydroxide. The amount of increase in the Contractor's raw material cost to manufacture the deicer shall be described in writing to the Port Authority and be included as part of the price adjustment request.

To determine the price change for one pound of solid sodium acetate deicer due to a change in the cost of acetic acid, multiply the change in acetic acid cost by $0.014

To determine the price change for a pound of sodium acetate solid deicer due to a change in the cost of sodium hydroxide, multiply the change in sodium hydroxide cost by $0.02.

To determine the price change for a pound of sodium acetate deicer, add the change in cost due to acetic acid (if any), to the change in cost due to sodium hydroxide (if any). The result will

be the change in price to the Port Authority in dollars per pound of sodium acetate deicer based solely on the change in raw material costs to the vendor.

Example:
For every $0.01 increase/decrease in the cost of Sodium Hydroxide the finished Sodium Acetate will adjust $44/metric ton, or $0.02/pound

For every $0.01 increase/decrease in the cost of Acetic Acid the finished Sodium Acetate will adjust $31/metric ton or $0.014/pound.

Total $75/metric ton or $0.034/pound

An increase of $75 per metric ton or $0.034/pound.

Any increase in price to the Port Authority will be added to the current price to the Port Authority and the sum will become the firm price for the affected delivery season. Any decrease in price to the Port Authority will be subtracted from the current price to the Port Authority and the sum will become the firm price for the current season.

Any proposed decrease in price submitted to the Contractor by the Port Authority shall be subject to the same calculations, which shall be submitted by the Contractor to the Port Authority by the September 1 date. In order to assist the Port Authority in determining whether to effect a price reduction the Contractor shall have its raw materials suppliers furnish to the Port Authority by August 15 of each contract year a sworn and notarized statement setting forth whether the prices for the raw materials that will be charged to the Contractor for the next delivery season have increased, decreased or will remain the same. Should the Contractor fail to have such statements submitted to the Authority in a timely manner, the Authority may base its price reduction on any industry inquiry or published raw material price list or published index which the Director of Procurement determines in her sole discretion represents the applicable raw material prices for the two chemicals

5. DELIVERY

The solid product shall be delivered in bulk, 18, 25, or 36 metric ton lots, and/or bags (55lbs/25kg), super sacks (1 Metric Ton), as ordered by the Authority. One metric ton shall mean a short ton of 2205 lbs. Super sacks of Sodium Acetate shall be delivered only to John F. Kennedy International and Newark Liberty International Airports. The bulk material shall be loaded into storage sheds. Contractor shall be responsible for unloading all bag and/or super sack deliveries and shall do so under the supervising of Port Authority staff.

Deliveries shall be made directly to the facilities at the time and place and in such quantities and in the manner as may be ordered. Inasmuch as the proper operation of the facilities concerned depends substantially upon prompt delivery, the time for delivery expressed in each order shall be deemed to be of the essence.

The contractor shall deliver the product within 12 hours of the time an airport submits an order. The stock of the product shall be available for delivery to the Port Authority twenty-four (24) hours a day, seven (7) days a week including holidays.

The Contractor shall state the location of the manufacturer's plant and/or distribution point from which deliveries will be made and the names and phone numbers of the person(s) responsible to process shipments during the days and hours required by this contract. The Contractor may bill the Port Authority for costs incurred if the delivery is not accepted within 2 hours and only if the Port Authority is responsible for the delay.

Deliveries shall be made to the following locations at each airport which, shall include a Material Safety Data Sheet with each and every delivery:

DOWNTOWN HELIPORT
Pier #6
East River
Manhattan, NY
Attn: Paul Del Priore (212) 435-6354

JOHN F KENNEDY INTERNATIONAL AIRPORT
P.A. Administration Bldg. #14
Jamaica, NY 11430
Attn: Ken Pietrowski (718) 244-3597

LA GUARDIA AIRPORT
MAINTENANCE HANGAR #7 South
Flushing, NY 11371
Attn: Joseph Pappalardo (718) 533-3591

NEWARK INTERNATIONAL AIRPORT
Bldg. #80
Newark, New Jersey 07114
Attn: Tim Maher (973) 961-6084

TETERBORO AIRPORT
400 Industrial Ave.
Teterboro, NJ 07608
Attn: Ron Petrella (201) 288-7603 (201) 288-1775 x7

6. RETRIEVAL/RETURN OF UNUSED CHEMICAL

Within 30 days after the end of each and every winter season (April, 15) JFK and LGA airports shall call the Contractor to retrieve all unused bulk Sodium Acetate. Total cost for the retrieval/return of chemical is indicated in the pricing sheets. **Retrieval/Return fee shall not be included in the chemical delivery prices when ordered or delivered.**

Each airport shall request either a reimbursement by cash or credit for the returned Sodium Acetate. The cost of the returned Sodium Acetate shall be based upon the unit price per ton of the contract period in which the Sodium Acetate was ordered, as indicated in the pricing sheet.

7. **TIME SHALL BE OF THE ESSENCE**

Inasmuch as the services to be performed hereunder will affect the operation of public facilities, time shall be of the essence in the performance of all the Contractor's obligations hereunder.

8. **LIQUIDATED DAMAGES**

The Contractor's obligation for delivery within the time provided for in each order is of the essence of this Agreement. The Contractor guarantees that he/she can and shall complete such delivery within such time. Inasmuch as the damage and loss to the Authority which will result from delay in delivery will include items of loss whose amounts will be incapable or very difficult to accurately estimate, the damages to the Authority for each hour by which the Bidder does not complete his delivery within the time above stipulated, shall be liquidated in the sum of the following amount, Saturdays, Sundays, and holidays included.

For late deliveries, damages to the Port Authority shall be liquidated at the rate of $100 per load per hour for each hour past the 12-hour time limit that the Contractor fails to provide the required product.

9. **INSURANCE**

See attached **Exhibit A** for insurance requirements.

10. **ESTIMATED REQUIREMENTS**

This is not to be considered a formal order for delivery but merely an estimate of that which may be required during the contract period. It constitutes no guarantee that any of the material may actually be called for.

11. **AID TO PROPOSERS**

As an aid in determining the appropriate amount of materials required in the performance of this Contract, the Port Authority provides the following historical data on approximate annual materials usage. The Port Authority makes no representation, guarantees or warranties that the estimated amounts of materials or numbers provided herein are accurate or complete, or that they will constitute the amounts of materials required to be furnished under this Contract and, in addition, shall not be responsible for the conclusions to be drawn there from.

Airport Facility	Quantity Ordered 2005-06	Quantity Ordered 2006-07
John F. Kennedy International	1,185.60/MT	1,126.76/MT
Newark Liberty International	0	0
Teterboro Airport	0	25/MT
LaGuardia Airport	627.90/MT	379.59/MT

PART - II SPECIFICATIONS

1. DEFINITIONS

a. To avoid undue repetition, the following terms whenever they occur in this Section or any of the other papers forming a part of the Contract shall be construed as follows:

b. The term **"Facility", "JFK", "EWR", "LGA", "TEB", "JRB"** or words of similar importance shall mean John F. Kennedy International Airport, Newark Liberty International Airport, LaGuardia Airport, Teterboro Airport and Downtown Heliport as the context may require.

c. **"Contract"** shall mean, in addition to this Section, the Contract Description and Specification for Bidders, the Contractor's Price Sheet, the Port Authority's acceptance, Standard Contract Terms and Conditions, all of which are made part hereof as though herein set forth in full. The Contract as so defined shall constitute the complete and exclusive statement of the terms of the agreement between the parties and the Contract may not be explained or supplemented by course of dealing, usage of trade or course of performance.

d. **"Weekdays"** shall mean 12:00 a.m. Monday through 11:59 pm Friday.

e. **"Manager"** shall mean the Manager of Airport Maintenance of JFK, EWR, LGA, TEB, JRB and/or designated representative.

f. Whenever **"including", "such as",** or words of similar importance are used, the specific things thereafter enumerated shall not limit the generality of the things preceding such words.

g. One Metric Ton = 2,205 pounds

2. LEGAL HOLIDAYS

The following legal holidays will be observed:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

And such other days as may be declared legal holidays by the legislature the state in which the Work is to be performed. This list is subject to periodic revision and the Contractor shall be responsible for obtaining all updated lists from the office of the Manager. However the airports requirements are twenty-four (24) hours a day, seven (7) days a week including holidays.

PART - III PRICING SHEET

1. ENTRY OF CHARGES

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

b) All Bidders are asked to make sure that all prices quoted for similar operations in the Contract are consistent.

c) All Bidders are asked to make sure that all figures are inserted as required, and that all computations have been verified for accuracy. The Bidder is advised that the Port Authority may, in its discretion, verify only that Bid or those Bids, which it determines appropriate to verify and may not check for errors in each and every Bid submitted. In the event that a Bidder makes error or errors, the Port Authority reserves the right to correct any error and to recalculate the Estimated Total Contract Price, as required, based upon the applicable unit price inserted by the Bidder, which amount shall govern in all cases.

d) In the event that a Bidder quotes an amount in the Estimated Total Price column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.

(1) The estimated quantities set forth in the Contractor's Price Sheet are given solely to enable the Authority to make bid comparisons. The Authority makes no representations as to what actual quantities will be required and shall not be held responsible for the annual estimated quantities listed on pricing sheet. The Contractor's compensation will be computed based on the Unit Price items actually delivered and accepted.

(2) The Contractor's Price Sheets do not constitute a complete outline of the Work required by this Contract but are merely a list of items to be used in computing the Contractor's compensation and they contain all such items.

ESTIMATED BULK DELIVERY REQUIREMENTS
SODIUM ACETATE (SOLID/PRILLED)

Exhibit A - Three - Years Contract

Facility / Period	Estimated Bulk Tons 3 Years		Unit Price Per Ton (2205 lbs)		Estimated Total Price
EWR					
Weekdays	900	x	$1,412.00	=	$1,270,800.00
Saturdays	150	x	$1,412.00	=	$211,800.00
Sun. & Holidays	150	x	$1,522.00	=	$228,300.00
LGA					
Weekdays	1800	x	$1,412.00	=	$2,541,600.00
Saturdays	150	x	$1,412.00	=	$211,800.00
Sun. & Holidays	150	x	$1,522.00	=	$228,300.00
JFK					
Weekdays	3300	x	$1,412.00	=	$4,659,600.00
Saturdays	150	x	$1,412.00	=	$211,800.00
Sun. & Holidays	150	x	$1,522.00	=	$228,300.00
TEB					
Weekdays	600	x	$1,412.00	=	$847,200.00
Saturdays	60	x	$1,412.00	=	$84,720.00
Sun. & Holidays	60	x	$1,522.00	=	$91,320.00

TOTAL RETRIEVAL COST OF UNUSED CHEM. (FEES SHALL NOT BE INCLUDED IN INITIAL DELIVERY PRICES)

JFK	900	x	$250.00	=	$225,000.00
LGA	600	x	$250.00	=	$150,000.00
EWR & TEB	None				

DELIVERIES LESS THAN A TRUCKLOAD (LESS THAN 20 TONS - FEES NOT INCLUDED IN EST. TOTAL)

	Estimated trips less than 20 tons			
ALL FACILITIES	12	x	$650.00 Will be added per delivery	$7,800.00

Note: **Exhibit A Estimated Total** = $11,198,340.00

1) **FOB delivery point, freight included.**
2) **Prices shall be firm for all years subject to the Price Adjustment Clause.**
3) **Contractor shall be responsible for unloading sack and/or bag chemicals at delivery points.**

ESTIMATED BAG DELIVERY REQUIREMENTS
SODIUM ACETATE (SOLID/PRILLED)

Exhibit B -Three - Years Contract

Facility / Period *	SACKS Estimated Tons		SACKS Unit Price Per Ton (2205 lbs)		SACKS Estimated Total Price	BAGS Estimated Bags (55Lb/25 Kg)		BAGS Unit Price Per Bag		BAGS Estimated Total Price
Heliport										
Weekdays						480	x	$38.86	=	$18,652.80
EWR										
Weekdays	90	x	$1,471.00	=	$132,390.00	1500	x	$38.86	=	$58,290.00
Saturdays	15	x	$1,471.00	=	$22,065.00	300	x	$38.86	=	$11,658.00
Sun. & Holidays	15	x	$1,581.00	=	$23,715.00	300	x	$41.61	=	$12,483.00
JFK										
Weekdays	120	x	$1,471.00	=	$176,520.00	1500	x	$38.86	=	$58,290.00
Saturdays	30	x	$1,471.00	=	$44,130.00	300	x	$38.86	=	$11,658.00
Sun. & Holidays	30	x	$1,581.00	=	$47,430.00	300	x	$41.61	=	$12,483.00
TEB										
Weekdays						480	x	$38.86	=	$18,652.80
Saturdays						60	x	$38.86	=	$2,331.60
Sun. & Holidays						60	x	$41.61	=	$2,496.60
	I	Sacks Sub-Total		=	$446,250.00	II	Bags Sub-Total		=	$206,995.80

* LGA no sack or bag delivery

DELIVERIES LESS THAN A TRUCKLOAD (LESS THAN 20 TONS - FEES NOT INCLUDED IN ESTIMATED TOTAL)

		Estimated trips				
III	ALL FACILITIES	12	x	$650.00	=	$7,800.00
				Added to delivery(s) less than 20		

Exhibit 'B 'Estimated Total (I + II = $653,245.80

Note:

1) **FOB delivery point, freight included.**
2) **Prices shall be firm for all years subject to the Price Adjustment Clause.**
3) **Contractor shall be responsible for unloading sack and/or bag chemicals at delivery points.**

ESTIMATED CONTRACT PRICE

Exhibit 'A' Estimated Total =	$	11,198,340.00
Exhibit 'B' Estimated Total =	$	653,245.80
Total Contract Price (A + B) =	$	11,851,585.80

13827

Cits# 3016

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 and products-completed operations, broad form property damage and independent contractors coverage, with a contractual liability endorsement covering the obligations assumed by the Contractor under this Contract and, **if vehicles are to be used to carry out the performance of this Contract**, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and rented vehicles in the following limits:

Commercial General Liability Insurance - $ 3 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - $3 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 as additional insured, including but not limited to 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 standard, basic unamended and unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance must include cross-liability coverage providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

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

Further, unless otherwise agreed by the Authority, the liability policy shall be specifically endorsed, to prohibit the insurance carrier from raising any defense involving in any way jurisdiction of the Tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority without obtaining written express advance permission from the General Counsel of the 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.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of New York and New Jersey, General Manager, Risk Management, at the address below.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance.

Within five (5) days after the award of this agreement or contract, the Contractor must submit an original certificate of insurance to the Port Authority of New York and New

Jersey, General Manager, Risk Management, 225 Park Avenue South, 12th Floor, New York City, NY 10003 (attention Agreement Certificate Review) and a copy of the certificate to the Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy(ies), stating the agreement number. Upon request, the Contractor shall furnish to the General Manager, a certified copy of each policy, including the premiums.

The General Manager, Risk Management must approve the certificate(s) of insurance, before any work can begin. To expedite the review of the certificate(s) of insurance, they may be faxed to the General Manager, Risk Management at (212) 435-5862. However, original certificates of insurance must be submitted in accordance with the aforementioned paragraph.

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 Authority.

Cits # 3016

STANDARD CONTRACT TERMS AND CONDITIONS

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STANDARD CONTRACT TERMS AND CONDITIONS

PART I GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART II GENERAL PROVISIONS

1. Facility Rules and Regulations of The Port Authority

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

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

2. Contractor Not An Agent

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

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

3. Contractor's Warranties

The Contractor represents and warrants:

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

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

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

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

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

4. **Personal Non-Liability**

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

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

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

b. Without limiting the generality of any other term or provision of this Contract, in the event of the Contractor's non-compliance with the equal opportunity and non-discrimination clause of this Contract, or with any of such statutes, ordinances, rules, regulations or Orders, this Contract may be cancelled, terminated or suspended in whole or in part.

6. **Rights and Remedies of the Port Authority**

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

a. The right to take over and complete the Work or any part thereof as agent for and at the expense of the Contractor, either directly or through others.

b. The right to cancel this Contract as to any or all of the Work yet to be performed.

c. The right to specific performance, an injunction or any appropriate equitable remedy.

d. The right to money damages.

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

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

7. **Rights and Remedies of the Contractor**

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

8. **Submission To Jurisdiction**

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

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

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

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

9. Harmony

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

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

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

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

10. Claims of Third Persons

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

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

11. No Third Party Rights

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

12. Provisions of Law Deemed Inserted

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

13. Costs Assumed By The Contractor

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

14. Default, Revocation or Suspension of Contract

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

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

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

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

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

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

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

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

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

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

c. If any of the following shall occur:

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

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

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

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

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

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

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

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

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

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

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

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

15. Sales or Compensating Use Taxes

Sales to the Port Authority are currently exempt from New York and New Jersey State and local sales and compensating use taxes and generally from federal taxation. The Contractor certifies that there are no such taxes included in the prices for this Contract. The Contractor shall retain a copy of this Contract to substantiate the exempt sale.

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

16. No Estoppel or Waiver

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

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

17. Records and Reports

The Contractor shall set up, keep and maintain (and shall cause its subcontractors to set up, keep and maintain) in accordance with generally accepted accounting practice during the term of this Agreement and any extensions thereof and for three years after the expiration, termination or revocation thereof, records, payroll records and books of account (including, but not limited to, records of original entry and daily

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

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

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

18. General Obligations

a. Except where expressly required or permitted herein to be oral, all notices, requests, consents and approvals required to be given to or by either party shall be in writing and all such notices, requests, consents and approvals shall be personally delivered to the other party during regular business hours or forwarded to such party by United States certified mail, return receipt requested, addressed to the other party at its address hereinbefore or hereafter provided. Until further notice the Contractor hereby designates the address shown on the bottom of the Contractors Signature Sheet as their address to which such notices, requests, consents, or approvals may be forwarded. All notices, requests, consents, or approvals of the Contractor shall be forwarded to the Manager at the Facility.
b. The Contractor shall comply with the provisions of all present and future federal, state and municipal laws, rules, regulations, requirements, ordinances, orders and directions which pertain to its operations under this Contract and which affect the Contract or the performance thereof and those engaged therein as if the said Contract were being performed for a private corporation, except where stricter requirements are contained in the Contract in which case the Contract shall control. The Contractor shall procure for itself all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the Contractor's operations hereunder which may be

necessary for the Contractor's operations. The Contractor's obligation to comply with governmental requirements are not to be construed as a submission by the Port Authority to the application to itself of such requirements.

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

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

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

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

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

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

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

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

19. Assignments and Subcontracting

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

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

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

20. Indemnification and Risks Assumed By The Contractor

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

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

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

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

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

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

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

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

21. Approval of Methods

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

22. Safety and Cleanliness

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

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

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

23. Accident Reports

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

24. Trash Removal

The Contractor shall remove daily from the Facility by means provided by the Contractor all garbage, debris and other waste material (solid or liquid) arising out of or in connection with its operations hereunder, and any such garbage, debris and other waste material not immediately removed shall be temporarily stored in a clear and sanitary condition, approved by the Facility Manager and shall be kept covered except when filling

or emptying them. The Contractor shall exercise care in removing such garbage, debris and other waste materials from the Facility. The manner of such storage and removal shall always be subject in all respects to the continual approval of the Port Authority. No equipment or facilities of the Port Authority shall be used in such removal unless with its prior consent in writing. No such garbage, debris or other waste materials shall be or be permitted to be thrown, discharged or disposed into or upon the waters at or bounding the Facility.

25. Lost and Found Property

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

26. Property of the Contractor

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

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

27. Modification of Contract

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

28. Invalid Clauses

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

29. Approval of Materials, Supplies and Equipment

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

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

30. Intellectual Property

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

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

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

31. Contract Records and Documents – Passwords and Codes

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

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

32. High Security Areas

a. Services under the Contract may be required in high security areas, as the same may be designated by the Manager from time to time. The Port Authority shall require the observance of certain security

procedures with respect to the high security areas, which may include the escort to, at, and/or from said high security areas by security personnel designated by the Contractor or any subcontractor's personnel required to work therein.

b. Twenty-four hours prior to the proposed performance of any work in a high security area, the Contractor shall notify the Manager. The Contractor shall conform to the procedures as may be established by the Manager from time to time and at any time for access to high security areas and the escorting of personnel hereunder. Prior to the start of work, the Contractor shall request a description from the Manager of the high security areas which will be in effect on the commencement date. The description of high security areas may be changed from time to time and at any time by the Manager during the term of the Contract.

33. Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

Contractor/subcontractor identity checks and background screening shall include but shall not be limited to: (1) inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; (2) screening of federal, state, and/or local criminal justice agency information databases and files; (3) screening of any terrorist identification files; (4) multi-year check of personal, employment and /or credit history; (5) access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning.

The Contractor may be required to have its staff, and any subcontractor's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. If the Authority directs the Contractor to have identity checks and background screening performed by a particular firm designated by the Authority, the Authority will compensate the Contractor for the cost of such screening pursuant to the Extra Work provisions of the Contract.

ii. Issuance of Photo Identification cards:

If the Authority requires facility-specific identification cards for the Contractor's and subcontractors' staff, the Authority will supply such identification cards at no cost to the Contractor.

iii. Access control, inspection, and monitoring by security guards:

The Authority will provide for facility access control, inspection and monitoring by Authority retained security guards. Should the Authority require the Contractor to hire security guards for the purpose of facility access control and inspection in lieu of or in addition to the Authority retained facility security guards, the Contractor will be reimbursed for the cost of such security guards pursuant to the Extra Work provisions of the Contract. However, this provision shall not relieve the Contractor of its responsibility to secure its equipment and work at the facility at its own expense.

The Authority may impose, increase, and/or upgrade security requirements for the Contractor, subcontractors and their staffs during the term of this Contract to address changing security conditions

and/or new governmental regulations.

34. Construction In Progress

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

35. Permit-Required Confined Space Work

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

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

36. Signs

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

37. Vending Machines, Food Preparation

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

38. Non-Publication

The Contractor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest of is in any way undesirable.

39. Time is of the Essence

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

40. Holidays

The following holidays will be observed at the Site:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day

Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Christmas Day	

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

41. Personnel Standards

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

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

42. General Uniform Requirements for Contractor's Personnel

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

43. Labor, Equipment and Materials Supplied by the Contractor

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

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

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

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

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

applicable regulations.

44. Contractor's Vehicles – Parking - Licenses

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

45. Manager's Authority

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

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

46. Price Preference

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

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

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

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

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

47. Good Faith Participation

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

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

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

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

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

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

PART III CONTRACTOR'S INTEGRITY PROVISIONS

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

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

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

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

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

a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which

would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Bidder cannot make the foregoing certifications, the Bidder shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Bidder is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Bidder to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Contractor on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

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

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

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

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

5. Conflict of Interest

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

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

In a Contract resulting from the taking of bids:

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

In a Contract resulting from the taking of Proposals:

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

CRYOTECH
Deicing Technology

Pr-AMTDD
SP001

August 15, 2007

Mr. Dinesh Chheda
The Port Authority of New York and New Jersey
Procurement Department
One Madison Avenue, 7th Floor
New York, NY 10010

Re: Request for Quotation 0000013827/6000081793 - Sodium Acetate Deicing Chemical

Dear Mr. Chheda:

Cryotech Deicing Technology is pleased to respond herein to the subject RFQ. The solid runway deicer shall be Cryotech NAAC® solid runway deicer meeting AMS 1431B. Certification documentation is enclosed.

NAAC is 97% anhydrous sodium acetate with less than 1% corrosion inhibitors.

Cryotech agrees to The Port Authority's liquidated damages provision of $100 per load per hour for each hour past the 12-hour time limit, up to a cap of $150,000.

Cryotech also agrees to the season end retrieval/return provision of JFK and LGA airports. The Port Authority will receive a credit for the returned NAAC based on the unit price paid. The returned NAAC will be re-shipped to the airports, in the same condition as received by Cryotech, at the start of the next winter season and re-invoiced at that time to remove the credit on the books.

The retrieval/return charge will be $250 per metric ton (2,205 lbs) returned. This retrieval fee is not included in the delivered prices shown on the attached bid spreadsheets. It will be invoiced (due Net 30 days) after Cryotech has received each year's return. Cryotech weights shall prevail.

Cryotech personnel will provide each airport a two-hour training session at no additional cost. Training addresses product use plus worker health and safety issues. The Port Authority personnel will be given a pre-season tour of Cryotech's Velvetop distribution site where delivery issues may be reviewed and discussed.

Order placement will be to Mr. Harold Peters, Peters Chemical Company, 973-427-8844 or cellular 201-452-2664.

Emergency and invoicing issues to:

Ms. Roxanna Huffman
Cryotech Deicing Technology
6103 Orthoway
Fort Madison, IA 52627
(800)346-7237; Fax: (319)372-2662
Email: Roxanna.Huffman@cryotech.com or
deicers@cryotech.com

Thank you for this opportunity to continue supply of Cryotech NAAC to the Port Authority of New York and New Jersey.

Respectfully submitted,

CRYOTECH DEICING TECHNOLOGY

Roxanna J. Huffman

Roxanna J. Huffman
Manager, Operations

PROCUREMENT
2007 AUG 17 AM 10: 43

CRYOTECH
Deicing Technology

August 16, 2007

CRYOTECH DEICING TECHNOLOGY DISTRIBUTION PLAN
Request for Quotation: Sodium Acetate Deicing Chemical 0000013827/6000081793

General (Cryotech Deicing Technology)

- Cryotech's core business is deicers. All personnel are dedicated to meeting customer needs.
- Cryotech is ISO 9001:2000 and ISO14001:2004 certified. This assures its customers that Cryotech deicers always meet a rigorous, internationally recognized quality standard, and is committed to protecting our environment.
- Cryotech's web site (www.cryotech.com) provides easy access to all company, product safety and ISO information.
- Cryotech welcomes customer site visits and audits.
- Cryotech personnel at its Fort Madison, IA plant and partners are available around-the-clock, seven days a week including holidays.
- All Cryotech carriers are required to ensure that drivers have completed appropriate safety-training programs, including spill handling. This is part of Cryotech's ISO 9001:2000 quality certification and vendor monitoring program.
- Cryotech and its partners have 24-hour customer service utilizing answering services, cellular phones and pagers to insure that someone is always available to respond.

Peters Chemical Company/Velvetop Products-Huntington, Long Island, NY

- Velvetop currently stores 500 metric ton (1 metric ton = 2205 lbs.) of Cryotech NAAC® to be shipped in bulk or 2205 lb. Super Sacks.
- Velvetop also stores 150 metric ton of NAAC to be shipped in 55lb bags.
- Velvetop storage capacity could be increased to meet additional volume upon award of this solicitation.
- Primary contact is Harold Peters, Jr. with Peter Chemical Company at 973-427-8844.
- Secondary contact is John Walsh, Sr. with Velvetop at 631-277-0570.
- Velvetop utilizes their own trucks for deliveries.
- Velvetop personnel are available around-the-clock, seven days a week including holidays.

Cryotech Deicing Technology- Fort Madison, IA

- Cryotech will store approximately 30,000 metric ton of NAAC.
- Contacts are: Ben, Calean, Gail, Kayla, Lacey, Laura, Lisa, and Roxanna at 800-346-7237 or 319-372-6012.
- Cryotech utilizes a host of common carriers, including: Shinn in Knoxville, IA; Autumn in Woodbury, MN; Potterfield in Monroe City, MO; Thompson in Little York, IL; and Wilcoxson in Kahoka, MO.
- Cryotech personnel are available around-the-clock, seven days a week including holidays.

6103 ORTHOWAY, FORT MADISON, IA 52627-9415 PHONE: (319) 372-6012 (800) 346-7237 FAX: (319) 372-2662
SHIPPING ADDRESS: 6103 ORTHOWAY, FORT MADISON, IA 52627-9415
E-MAIL: deicers@cryotech.com http://www.cryotech.com

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Vendor No. 114536
OCTAGON PROCESS
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

Contact person/Telephone
Dinesh Chheda/212-435-3932

Collective# / RFQ Number / Bid Due Date
0000021543 / 6000096992 / 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	PROPYLENE GLYCOL/POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS: NET 30 DAYS	Total Delivered Price	

PROCUREMENT
2010 JUN 30 AM 11:50

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed Iris Charms
Firm Name Octagon Process
Telephone number 800-423-3375 Date 6/28/10
Fax Number 845-680-8810
Federal Taxpayer ID Ex. 1

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed Iris Charms Date 6/28/10
Firm Name Octagon Process,

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000096992 / 06/30/2010

Vendor No. 114536
OCTAGON PROCESS, INC.
[redacted]

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
1	Propylene Glycol/Potassium Acetate Winte **The item covers the following services:** Runway Deicing Liquid 3 Yr, 11/10-10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES	**PAYMENT TERMS**	**Total Delivered Price**

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name _____
Telephone number_____ Date_____
Fax Number_____
Federal Taxpayer ID _____

Bidder Must Sign in Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed_____ Date_____
Firm Name_____

PA280/9-03

TERMS AND CONDITIONS

1. The Port Authority (PA) reserves the right to request information relating to seller's responsiblity, experience and capability to perform the work.
2. Unless otherwise provided, complete shipment of all items must be in one delivery FOB delivery point. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. PA payment terms are net 30 days. Cash discounts for prompt payment of invoices may be taken but will not be considered in determining award, except in the case of tie bids.
4. Separate unit and total FOB delivered prices must be shown.
5. Sales to the PA and to PATH are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other taxes included in the prices shown hereon.
6. The PA shall have the absolute right to reject any or all proposals or to accept any proposal in whole or part and to waive defects in proposals.
7. Unless the phrase "no substitute" is indicated, bidder may offer alternate manufacturer / brands, which shall be subject to Port Authority approval. Please indicate details of product being offered with bid.
8. Acceptance of seller's offer will be only by Purchase Order Form signed by the PA. No change shall be made in the agreement except in writing.
9. If the seller fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, a reletting cost of $100, plus any other damages to the PA.
10. Upon request, sellers are encouraged to extend the terms and conditions of any terms agreement with the PA to other government and quasi-government entities by separate agreement.
11. By signing this quotation or bid, the seller certifies to all statements on Form PA 3764 regarding non-collusive bidding; compliance with the PA Code of Ethics; and the existence of investigations, indictments, convictions, suspensions, terminations, debarments and other stated occurrences to assist the PA in determining whether there are integrity issues which would prevent award of the contract to the seller. The PA has adopted a policy set forth in full on PA 3764, that it will honor a 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 wage legislation. The Terms and Conditions of PA 3764 apply to this order. A copy can be obtained by calling (212) 435-3902 or at http://www.panynj.gov/pdf/PA3764.pdf.
12. The vendor may subcontract the services or use a supplier for the furnishing of materials required hereunder to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
13. The successful bidder (vendor) shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or that goods will be, are being or have been provided to it and/or that services will be, are being or have been 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.

2. **Pricing Sheet(s)**

PROPYLENE GLYCOL / POTASSIUM ACETATE LIQUID MIX

	Three-Year Contract				
Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	360,000	x	$ 5.29	=	$ 1,904,400.00
LGA	300,000	x	$ 5.29	=	$ 1,587,000.00

Estimated Total Three-Year Contract Price = $ 3,491,400.00

Propylene Glycol / Potassium Acetate Liquid Mix

Note: **(1) FOB delivery point, freight included.**

(2) Prices shall be firm for the first year of the contract and subject to the price adjustment clause in the second and third years of the Contract.

PROCUREMENT
2010 JUN 30 AM 11:51

OCTAGON PROCESS
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962
Phone: 845-680-8800

June 28, 2010

The Port Authority of New York & New Jersey
Procurement Department
1 Madison Avenue, 7th Floor
New York NY 10010

SUBJECT: RFQ 0000021543, Opening June 30, 2010, 11:00 A.M.
Propylene Glycol/ Potassium Acetate Liquid Mix Runway Deicing Chemical

Gentlemen:

In accordance with the above referenced request for quotation, the following is the distribution plan with regard to our runway deicer **OCTAMELT**.

Distribution Point:	Moorestown PA
Storage Capacity:	100,000 gallons
Product Throughput:	20,000 gallons per day
Shipping Points:	Fairless PA, Lakewood, Bayonne and Clifton NJ
Trucking Companies:	All Chem Transport
(All NJ based)	Perfect Circle, Inc.
	Langer Transport

We preload tank trucks in advance of impending weather-related events so that deliveries can be made within the time period requested by the Port Authority, provided, however, that delays are not caused by road conditions, security restrictions at the bridges and airports, lack of trained personnel available to offload trucks upon delivery, or similar circumstances beyond Octagon's control.

Octagon Process has been supplying **OCTAMELT** to JFK and LGA since 2001, and we are very familiar with your deicing personnel and their requirements at both airports. A copy of the periodic testing report from SMI, Inc., dated August 10, 2009, technical data and MSDS are enclosed for your review.

If Octagon is awarded the contract we will continue to provide LGA with our 20,000 gallon storage tank (presently on site) at no charge to the Port Authority.

During the winter season we operate on a 24-7 basis so that our personnel are always available. All orders are called in to our toll-free number, 1-800-ICE-DESK. An emergency contact list will be made available if we are the successful bidder.

Very truly yours,

Iris Charms

Iris Charms
Vice President Administration

OCTAMELT Runway Deicing Fluid

Propylene Glycol (29-30%) - Potassium Acetate 50% Soln (48-50%)

PHYSICAL PROPERTIES			
Form	**Color**	**Flash Point**	**Freeze Point-Neat**
Liqu	Blue	None	Below -50° F

ENVIRONMENTAL ASPECTS	
Biodegradability	**5 Day B.O.D.**
>90%	0.32kg O_2/kg Product

APPLICATION RATES

ANTI-ICING – Suggested rate is 1/3 to ½ gallons per 1,000 square feet. Apply prior to precipitation occurring. Removal of snow and ice is required to keep the fluid from diluting. Dilution will weaken the anti-icing characteristics of this product. Should snow or ice start to accumulate, reapplication will be required.

DEICING – Suggested application rate is ¾ to 1-1/2 gallons per 1,000 square feet. The rate depends on the ambient temperature and the amount of frozen precipitation. Conditions with temperatures closer to zero degrees Fahrenheit and over ½ inch of frozen precipitation, will lean towards the heavier rate of application.

Application rates are guidelines only. Local conditions will determine actual rates needed.

METHOD OF APPLICATION

Apply through runway deicing trucks without modification to the spray system. The best use of this fluid is as an anti-icer. Application before precipitation starts will keep the snow and ice from bonding to pavement surface, making mechanical removal easier. For deicing, clearing all loose snow and ice will enhance the performance of the fluid.

STORING AND HANDLING

Store in mild steel, plastic or other usual runway deicing storage containers. Contact with brass, galvanized steel and copper should be avoided. Refer to Material Safety Data Sheet.

Conforms to all the requirements of SAE AMS 1435A, and meets the requirements set forth in the current FAA Advisory Circular. Reports from an independent laboratory are available upon request.

The information contained in this bulletin is,.to the best of our knowledge, true and accurate, but all recommendations or suggestions are made without guarantee, since the conditions of use are beyond our control. Octagon Process, L.L.C.. makes no express or implied warranties in these data or suggestions including no implied warranties of merchantability or fitness for a particular purpose and disclaims any liability incurred in connection with their use.

OCTAGON PROCESS
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

Tel: 800-423-3375

0610

OCTAGON PROCESS
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962
Phone: 800-423-3375

OCTAMELT

SAE AMS 1435A

Propylene Glycol – Potassium Acetate Runway Deicing Fluid

Environmental Information

Biodegradability tested in accordance with APHA Standard Methods for Examination of Water and Waste Water:

Percent of Fluid Biodegraded in Five (5) days at 20°C:

BOD = 375,000 mg/O_2L = 0.32 kg O_2/kg fluid

Five (5) Day Theoretical Total Oxygen Demand (TOC) expressed in kilograms of oxygen per kilograms of fluid:

COD = 844,000 mg/ O_2L = 0.73 kg O_2/kg fluid

Aquatic Toxicity tested in accordance with EPA Methods 40 CFR Part 797.1300 and 797.1400 or OECD Guidelines for Testing of Chemicals Methods 202 and 203 using test species required by regulatory agencies for permitted discharges. The LC_{50} concentration, the highest concentration at which 50% of the test species survive, is expressed in milligrams per liter.

EPA 40 CFR 797.1300 Daphnid Acute Toxicity Test:

Daphnia magna, static system = 48 hour LC_{50}: 2,950 mg/L

EPA 40 CFR 797.1400 Fish Acute Toxicity Test:

Pimephales promelas, static system= 96 hour LC_{50}: 5,125 mg/L

Trace Contaminants:

Sulfur:	< 1 ppm	(< 0.0005%)
Halogens:	< 10 ppm	(< 0.0010%)
Phosphate (P as P_2O_5):	182 ppm	(0.0182%)
Nitrate (as NO_3):	900 ppm	(0.0900%)
Heavy Metals:		
Lead (Pb):	< 1 ppm	(< 0.0001%)
Chromium (Cr):	< 1 ppm	(< 0.0001%)
Cadmium (Cd):	< 1 ppm	(< 0.0001%)
Mercury (Hg):	< 1 ppm	(< 0.0001%)

OCTAGON

MATERIAL SAFETY DATA SHEET

0950

SECTION 1- PRODUCT AND MANUFACTURER INFORMATION

MSDS DATE: 06/28/2010

PRODUCT	**OCTAMELT**
SYNONYMS	Runway Deicer, SAE AMS 1435 (Latest Issue)
CHEMICAL FAMILY	Glycols/Acetates
FORMULA	Mixture

LABEL: 1003130

MANUFACTURER

Octagon Process
Serviced by Katapullt LLC
30 Ramland Road, Suite 103
Orangeburg NY 10962

EMERGENCY NUMBERS

CHEMTREC.....800-424-9300

OCTAGON 24 Hour – 800-423-3375

SECTION 2 - HAZARDOUS INGREDIENTS

CHEMICAL/COMMON NAME	CAS-NUMBER	%	PEL-OSHA	TLV-ACGIH
Potassium Acetate 50%	00127-08-2	48-50%	none established	none established

NOTE: Potassium acetate is not listed at 29CFR 1910.1000 (subpart Z), however it poses a potential irritant to eyes, mouth and mucous membranes if exposure is continuous or often repeated.

Product is not considered carcinogenic by NTP, IARC or OSHA

SECTION 3 - HAZARDOUS MATERIAL IDENTIFICATION SYSTEM

HEALTH=1 FLAMMABILITY=0 REACTIVITY=0 PROTECTION=B

SECTION 4 - HEALTH HAZARD DATA

HEALTH EFFECTS *(Acute And Chronic)*

EYES May cause stinging sensation, burning, redness and irritation. No chronic effects are expected under normal intended use.

SKIN May cause itching, redness and irritation. No chronic effects are expected under normal intended use.

INHALATION Slight irritation to nose, throat and upper respiratory tract. No chronic effects are expected under normal intended use.

INGESTION Accidental ingestion may cause irritation to the mouth and throat and distress to the lower gastrointestinal tract.

PRIMARY ROUTES OF ENTRY

EYES/SKIN: Yes INHALATION: Not likely INGESTION: Not likely

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE Pre-existing eye and skin conditions may be aggravated by excessive exposure.

SECTION 5 - FIRST AID INSTRUCTIONS

EMERGENCY FIRST AID PROCEDURES

EYES Flood with water for at least 15 minutes. If irritation occurs and persists, get medical attention.

SKIN Wash affected area with water and mild soap. If irritation occurs and persists, get medical attention.

INHALATION Move victim to fresh air. If breathing is difficult, give oxygen. If breathing has stopped, administer artificial respiration (mouth to mouth is preferred) if trained - get immediate medical attention.

INGESTION Administer 4-8 oz. of water to dilute stomach contents. Get medical attention.

SECTION 6 - CHEMICAL DATA

BOILING POINT	212°F	SPECIFIC GRAVITY (WATER=1)	1.1575
VAPOR PRESSURE (mmHg)	not determined	PERCENT VOLATILE BY VOLUME (%)	45%
VAPOR DENSITY (AIR=1)	not determined	EVAPORATION RATE (n-butyl alcohol =1)	not determined

SOLUBILITY IN WATER Complete

APPEARANCE AND ODOR INFORMATION clear blue liquid, bland odor

INCOMPATIBILITY (Materials To Avoid) strong oxidizers

HAZARDOUS DECOMPOSITION PRODUCTS none known

WILL HAZARDOUS POLYMERIZATION OCCUR no

CONDITIONS TO AVOID FOR POLYMERIZATION none

IS THE PRODUCT STABLE Yes

CONDITIONS TO AVOID FOR STABILITY strong oxidizers, high temperatures

SECTION 7 – FIRE FIGHTING INFORMATION

FLASH POINT (Method Used) none (COC) FLAMMABLE LIMITS does not apply

EXTINGUISHING MEDIA water spray or fog, foam, dry chemical, CO_2.

SPECIAL FIRE FIGHTING PROCEDURES Keep fire-exposed containers cool with water spray.

UNUSUAL FIRE AND EXPLOSION HAZARDS None

SECTION 8 - SPILL OR LEAK/DISPOSAL PROCEDURES

STEPS TO BE TAKEN IN CASE MATERIAL IS RELEASED OR SPILLED Dike and contain spill. Spread inert absorbent material on area and sweep up. Place in proper container for disposal. Product is biodegradable in water, however, control releases to eliminate excessive discharge and minimize dispersion. Spilled material may be slippery – use caution. Comply with spill notification requirements. All response activities must comply with HAZWOPER (29CFR 1910.120).

WASTE DISPOSAL METHODS Dispose of waste in compliance with local, state and federal regulations. Recycle material where possible.

SECTION 9 – TOXICOLOGY INFORMATION

Data not developed.

SECTION 10 – ECOLOGICAL INFORMATION

Data not developed.

SECTION 11 - EXPOSURE CONTROL AND PROTECTION

VENTILATION Not required with normal intended use.

RESPIRATORY PROTECTION Not required with normal intended use.

PROTECTIVE GLOVES Neoprene or PVC

OTHER PROTECTIVE EQUIPMENT Always wear eye protection when handling chemicals. If excessive splashing is expected, wear full-face shield and rubber apron. Wear full cover shirt and pants to protect against exposure. Provide local emergency showers and eyewash stations.

OTHER ENGINEERING CONTROLS None

WORK PRACTICES All users should consult MSDS before handling this material. Avoid excessive eye/skin contact.

HYGIENIC PRACTICES Wash hands and face after using this product. Remove contaminated clothing immediately. Launder contaminated clothing before re-use.

SECTION 12 – HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING AND STORAGE Store in a cool, dry place away from oxidizers. Protect against high moisture pick-up. Keep containers closed when not in use.

SECTION 13 - SPECIAL PRECAUTIONS

MAINTENANCE PRECAUTIONS Clean contaminated equipment before initiating any repair work

SECTION 14 – OTHER INFORMATION

None

SECTION 15 – REGULATORY INFORMATION

SARA INFORMATION
Product contains no components regulated under SARA III Section 313 Supplier Notification Requirements.

TSCA INFORMATION
All components of this product are listed in the TSCA Inventory.

SECTION 16 – HAZARDOUS MATERIAL IDENTIFICATION GUIDE

The follow letter codes refer to personal protective equipment (PPE) recommendations as shown in SECTION 3 of this MSDS, relative to handling hazardous chemical products.

A Safety Glasses
B Safety Glasses, Hand Protection
C Safety Glasses, Hand Protection, Protective Apron
D Full Face Shield, Hand Protection, Protective Apron
E Safety Glasses, Hand Protection, Dust Respirator
F Safety Glasses, Hand Protection, Dust Respirator, Protective Apron
G Safety Glasses, Hand Protection, Vapor Respirator
H Splash Goggles, Hand Protection, Protective Apron, Vapor Respirator
I Safety Glasses, Hand Protection, Dust & Vapor Respirator
J Safety Glasses, Hand Protection, Protective Apron, Dust & Vapor Respirator
K Air Line Hood or Mask, Hand Protection, Full Body Suit, protective Boots
X Unspecified – to be determined*
(*special equipment selection for site-specific applications not otherwise shown here)

The above information is accurate to the best of our knowledge, however, since data, safety standards and government regulations are subject to change and the conditions of handling and use or misuse are beyond our control, Octagon Process, LLC. assumes no responsibility for any injury or loss resulting from the use of the product described herein.

Prepared according to the OSHA Hazard Communication Standard (29CFR 1910.1200)
by Octagon Process, serviced by Katapullt LLC, 30 Ramland Road, Suite 103, Orangeburg NY 10962.

SMI, Inc.

12219 SW 131 Avenue
Miami, Florida 33186-6401 USA

Phone: (305) 971-7047
Fax: (305) 971-7048

Attn: Alex Meyers
Octagon Process, Inc.
450 Raritan Center Parkway Suite F
Edison, NJ 08837

Date: 10-Aug-2009

SMI/REF: 0907-563

Product: **OCTAMELT (Lot OP-03319)** *(received 07-Jul-2009)*

Dilution: As received

Periodic testing in accordance with:
AMS 1435A
FLUID, GENERIC, DEICING/ANTI-ICING
Runways and Taxiways

4.2.2 Periodic Tests

3.2.4	Freezing Point	Conforms
3.2.5	Effect on Aircraft Metals	
3.2.5.1	Sandwich Corrosion	Conforms
3.2.5.2	Total Immersion Corrosion	Conforms
3.2.5.3	Low Embrittling Cadmium Plate	Conforms
3.2.5.4	Hydrogen Embrittlement	Conforms
3.2.5.5	Stress-Corrosion Resistance	
	AMS 4911	Conforms
	AMS 4916	Informational
3.2.6	Effect on Transparent Plastics	
	MIL-P-25690 (Type C)	Conforms
	MIL-P-83310 (Polycarbonate)	Conforms
3.2.7	Effect on Painted Surfaces	Conforms
3.2.8	Effect on Unpainted Surfaces	Conforms
3.2.9	Rinsibility	Conforms
3.2.10	Runway Concrete Scaling Resistance	Conforms

Respectfully submitted,

Patricia D. Viani, SMI Inc.

4.2.2 Periodic Tests: Freezing point (3.2.4), effect on aircraft metals (3.2.5), effect on transparent plastic (3.2.6), effect on painted surfaces (3.2.7), effect on unpainted surfaces (3.2.8), rinsibility (3.2.9), and runway concrete scaling resistance (3.2.10) are periodic tests and shall be performed at a frequency selected by the vendor unless frequency of testing is specified by purchaser, but in no case less than once every two years.

3.2.4 Freezing Point:

3.2.4.1 Freeze point of fluid diluted 1:1 by weight with ASTM D 1193 Type IV water shall be reported and shall be lower than -14.5°C (+6°F) determined in accordance with ASTM D 1177.

Freezing point (fluid diluted 1:1): -15 °C

Result Conforms

3.2.4.2 Shall be reported and shall be within 4°C (7°F) of the preproduction value established in 4.2.3, determined in accordance with ASTM D 1177.

Freezing point (fluid diluted 1:1): -15 °C

Result Informational

3.2.5 Effect on Aircraft Metals:

3.2.5.1 Sandwich Corrosion: Specimens, after testing in accordance with ASTM F 1110, shall not show corrosion worse than control panels run using ASTM D 1193, type IV, water.

	2024-T3 Bare Anodized	2024-T3 Alclad	7075-T6 Bare Anodized	7075-T6 Alclad
DEICER FLUID	**1**	**1**	**1**	**1**
CONTROL	1	1	1	1

Result Conforms

3.2.5.2 Total Immersion Corrosion: The fluid, tested in accordance with ASTM F 483 except that panels of AMS 4376 shall be tested for 24 hours, shall neither show evidence of corrosion of panels nor cause a weight change of any test panel greater than shown in Table 1:

TEST PANEL	WEIGHT CHANGE ($mg/cm^2/24hrs$)	
	ALLOWABLE	RESULTS
AMS 4037 Aluminum Alloy, anodized as in AMS 2470	0.3	**+0.02**
AMS 4041 Aluminum Alloy	0.3	**0.01**
AMS 4049 Aluminum Alloy	0.3	**0.01**
AMS 4376 Mg Alloy, dichromate treated as in AMS 2475	0.2	**0.08**
AMS 4911 or MAM 4911 Titanium Alloy	0.1	**0.01**
AMS 5045 Carbon Steel	0.8	**0.01**

Result Conforms

3.2.5.3 Low-Embrittling Cadmium Plate: Test panels, coated with low-embrittling cadmium plate, shall not show a weight change greater than 0.3 $mg/cm^2/24hrs$, determined in accordance with ASTM F 1111.

As received: 0.02 $mg/cm^2/24hrs$

Result Conforms

3.2.5.4 Hydrogen Embrittlement: The fluid shall be nonembrittling, determined in accordance with ASTM F 519, Type 1a, 1c, or 2a.

Specimens: Type 1c, cadmium-plated per MIL-STD-870.
Parameters: 45% load, notch immersed in fluid for duration (150 hours)

As received: No failures occurred within 150 hours.

Result Conforms

3.2.5.5 Stress-Corrosion Resistance: The fluid shall not cause cracks in AMS 4911 or MAM 4911 titanium alloy specimens, determined in accordance with ASTM F 945, Method A. *(3% salt control: cracking evident)*

As received: ***No cracking evident.***

Result Conforms

3.2.5.5.1 The fluid shall be tested in accordance with ASTM F 945, Method A using AMS 4916 specimens. Report shall detail the effect of the fluid and the effect of control solution. The results shall be reported for informational purposes only. *(100 ppm salt control: cracking evident)*

As received: ***Cracking evident.***

Result Informational

3.2.6 Effect on Transparent Plastics:

3.2.6.1 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-25690 stretched acrylic plastic, determined in accordance with ASTM F 484.

MIL-P-25690: No craze, stain, or discolor

Result Conforms

3.2.6.2 The fluid, at 25°C ± 2 (77°F ± 4), shall not craze, stain, or discolor MIL-P-83310 polycarbonate plastic, determined in accordance with ASTM F 484, except that the specimens shall be stressed for 30 minutes ± 2 to an outer fiber stress of 13.8 MPa (2000 psi).

MIL-P-83310: No craze, stain, or discolor

Result Conforms

3.2.7 Effect on Painted Surfaces: The fluid, at 25°C ± 2 (77°F ± 4), shall neither decrease the paint film hardness by more than two pencil hardness levels nor shall it produce any streaking, discoloration, or blistering of the paint film, determined in accordance with ASTM F 502.

ASTM F502: No decrease in film hardness; no detrimental effect

Result Conforms

3.2.8 Effect on Unpainted Surfaces: The fluid, tested in accordance with ASTM F 485, shall neither produce streaking nor leave any stains requiring polishing to remove.

AMS 4049: No streaking or stains
AMS 4911: No streaking or stains

Result Conforms

3.2.9 Rinsibility: The fluid shall be completely rinsible in tap water, determined in accordance with 3.2.9.1

3.2.9.1 A 75 x 200 mm panel of clear glass shall be cleaned to provide a surface free of waterbreak, dried, and coated with the deicer/anti-icer fluid by pouring the fluid over the panel while it is held in a horizontal position. The coated panel shall be inclined at an angle of approximately 45 degrees for 10 minutes ± 0.5, then placed in a horizontal position for 24 hours ± 0.25 at room temperature. After the 24 exposure, the panel shall be rinsed in tap water for 5 to 6 minutes, followed by a rinse with ASTM D 1193, Type IV, water, allowed to air dry at ambient temperature, and examined for visible traces of deicer/anti-icer fluid.

Fluid was completely rinsible.

Result Conforms

3.2.10 Runway Concrete Scaling Resistance: The condition of the runway concrete surface shall have a rating not greater than 1 for 50 freeze-thaw cycles, determined in accordance with ASTM C 672 except that concrete shall:

- Be air-entrained with an air content as specified in ASTM C 672
- Have a minimum cement content of 510 pound per cubic yard ± 10 (302 kg/m^3 ± 6)
- Have a slump, 1.5 inches ± 0.5 (38 mm ± 13)

A 25 % by volume solution of the deicer/anti-icer fluid, as supplied by the manufacturer in commercial concentration, in tap water shall be substituted for calcium chloride. Performing more than one freeze-thaw cycle per day is acceptable.

Rating after 50 cycles: 1

Result Conforms

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

Vendor No. 160224
CP INDUSTRIES
560 NORTH 500 WEST
SALT LAKE CITY UT 84116

Contact person/Telephone
Dinesh Chheda/212-435-3932

Collective# / RFQ Number / Bid Due Date
0000021543 / 6000097001 / 06/30/2010
Bids must be received no later than 11:00 AM on the above Bid Due Date.

Deliver Goods/Services To:
New York Office Facilities
NY

Quantity	Description	Unit Price	Total
	PROPYLENE GLYCOL/POTASSIUM ACETATE LIQUID MIX RUNWAY DEICING CHEMICAL SEE ATTACHED CONTRACT DESCRIPTION, SPECIFICATIONS, PRICE SHEET, INSURANCE PROCURED BY THE CONTRACTOR AND STANDARD CONTRACT TERMS & CONDITIONS. This is not to be considered an order for delivery, but merely, upon issuance, vendor shall be bound to honor requests from the facilities for the materials shown for a three (3) year period, commencing on November 1, 2010. Quantities shown are for bid evaluation only and constitute no guarantee what quantity, if any may actually be called for. DO NOT TAKE ANY EXCEPTIONS TO PORT AUTHORITY TERMS & CONDITIONS. This is a Formal Bid Invitation Mail Sealed Bids to: The Port Authority of New York & New Jersey Procurement Department Attn: Purchasing Bid Custodian One Madison Avenue, 7th Floor New York, N.Y. 10010		
	PAYMENT TERMS		
	PLEASE QUOTE FULLY DELIVERED PRICES	Total Delivered Price	16,011,800 00

2010 JUN 30 AM 11:53 PROCUREMENT

*Please see attached bid sheet

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name CP Industries, LLC
Telephone number 801-521-0313 Date 6/29/10
Fax Number 801-433-1037
Federal Taxpayer ID ___ Ex. 1 _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed _____ Date 6/29/10
Firm Name CP Industries, LLC

THE PORT AUTHORITY OF NY & NJ
1 Madison Avenue, 7th Floor, New York NY 10010

Date 06/07/2010

REQUEST FOR QUOTATION

RFQ Number / Bid Due Date
6000097001 / 06/30/2010

Vendor No. 160224
CPINDUSTRIES
SALT LAKE CITY UT 84116

Quantity	Description	Unit Price	Total
	by the date and time listed above, where it will be publicly opened and read. Bids are only accepted Monday through Friday, excluding Port Authority holidays,between the hours of 8 A.M. & 5 P.M., via regular mail, express delivery service or hand delivery. If you do not use or have an envelope provided, you must clearly mark the outside envelope/package with 'BID ENCLOSED' and show the company name, address, as well as Bid number and Due date as stated on this bid document. A valid photo id is required to gain access into the building, to attend the bid opening or hand deliver a bid.		
1	Propylene Glycol/Potassium Acetate Winte **The item covers the following services:** Runway Deicing Liquid 3 Yr, 11/10-10/13		
	PLEASE QUOTE FULLY DELIVERED PRICES — PAYMENT TERMS	Total Delivered Price	

This Quotation is subject to the terms and conditions set forth on the back page hereof. Bidder is advised to read these before signing.

We have read the instructions and, if favored with an order, we agree to furnish the items enumerated herein at the prices and under the conditions indicated.

Signed _____
Firm Name _____
Telephone number_____ Date_____
Fax Number_____
Federal Taxpayer ID _____

Bidder Must Sign In Two Places

NOTICE TO BIDDERS: Unless the following term of assurance that the above offer is irrevocable is signed, the offer submitted herein shall not be deemed to be complete.

The foregoing offer shall be irrevocable for 90 days after the date on which the Port Authority of New York and New Jersey opens this proposal.

Signed_____ Date_____
Firm Name_____

2. Pricing Sheet(s)

PROPYLENE GLYCOL / POTASSIUM ACETATE LIQUID MIX

	Three-Year Contract				
Facility	Estimated Annual Gallons		Unit Price Per Gallon		Estimated Total Price
JFK	360,000	x	$ 10.71	=	$ 3,855,600.00
LGA	300,000	x	$ 10.71	=	$ 3,213,000.00

Estimated Total Three-Year Contract Price = $ 7,068,600.00
Propylene Glycol / Potassium Acetate Liquid Mix

Note: **(1) FOB delivery point, freight included.**

(2) Prices shall be firm for the first year of the contract and subject to the price adjustment clause in the second and third years of the Contract.

PROCUREMENT
2010 JAN 30 AM 11:50

INDUSTRIES

MATERIAL SAFETY DATA SHEET

DATE PREPARED: JANUARY 3, 2009

SECTION 1. CHEMICAL PRODUCT AND COMPANY INFORMATION

Product Identity
Premiere Liquid Ice Melter

Manufacturer's Name
CP Industries
560 North 500 West
Salt Lake City, UT 84116
(800) 453-4931
Emergency 24 Hour Number (800) 535-5053

SECTION 2. COMPOSITION/INFORMATION ON INGREDIENTS

This Product is Non-Hazardous

Substance Description	**CAS#**
Potassium Acetate	127-08-2
Proprietary Inhibitors	N/A

HAZARD RATINGS:	HEALTH 1 -SLIGHT	FIRE 0 - MINIMAL
	REACTIVITY 0 – MINIMAL	SPECIAL - NONE

SECTION 3. HAZARDS IDENTIFICATION

Appearance and Odor: Clear liquid with slight vinegar odor.

Statement of Hazards: Contact may cause eye and skin irritation.

Fire and Explosion Hazards: Not flammable in normal circumstances; however, under fire conditions it may decompose to give off toxic gases such as carbon dioxide, carbon monoxide, and various hydrocarbons.

Primary Route Of Exposure: Skin and eye contact are the primary routes of exposure to this product.

Skin Contact – Acute: Skin contact may cause mild irritation.

Eye Contact – Acute: Eye contact can cause irritation.

Inhalation – Acute: This product is not likely to present an inhalation hazard at normal temperatures; however, at elevated temperatures vapors, mists or fumes can cause irritation to the respiratory tract. Inhalation can cause irritation of mucous membranes.

Ingestion – Acute: Ingestion can cause gastrointestinal irritation.

SECTION 4. FIRST AID MEASURES

Inhalation First Aid: Inhalation is unlikely; however, if it does occur, remove victim to fresh air. If not breathing, give artificial respiration. If breathing is difficult, administer oxygen. Seek medical attention.

Skin Contact First Aid: Wash off with water. If irritation persists, seek medical attention.

Eye Contact First Aid: Immediately flush with plenty of water for at least 15 minutes holding eyelids apart to ensure flushing of entire eye surface. If irritation persists, seek medical attention.

Ingestion First Aid: If swallowed, do not induce vomiting. Give large quantities of water. Seek medical attention.

SECTION 5. FIRE FIGHTING MEASURES

Flash Point
Great than 212.0 F 100.0 C

Flash Method
Pensky-Marten's Closed Cup

Auto Ignition Temperature
Greater than 302.0 F 150.0 C

Upper Explosion Limit
N/D

Lower Explosion Limit
N/D

Extinguishing Media: Regular foam, dry chemical or carbon dioxide. Direct application of high pressure water streams may scatter burning material.

Fire Fighting Procedure: As in any fire, prevent human exposure to fire, smoke, fumes, or products of combustion. Evacuate non-essential personnel from the fire area. Firefighters should wear positive pressure/pressure demand, self-contained breathing apparatus and impervious protective clothing. If possible, remove containers from the fire area. Keep fire exposed containers cool with a water fog or spray to prevent excessive heat. High pressure water may spread product from broken containers increasing contamination or fire hazard.

Fire and Explosion Hazard: This product is not defined as flammable or combustible; however, under fire conditions it may support combustion and produce toxic oxides of carbon and various hydrocarbons.

Other Fire and Explosion Hazards: No other fire or explosion hazards of this product are known.

SECTION 6. ACCIDENTAL RELEASE MEASURES

Cleanup: For large spills, dike area and dispose of according to local ordinances. For small spills, the material can be wiped up or sprayed down the drain.

SECTION 7. HANDLING AND STORAGE

Handling: This product has low irritation level and shouldn't need any special handling procedures.

Storage: Containers should be stored in a cool, dry and well ventilated area away from strong oxidizing agents.

MAXIMUM STORAGE TEMPERATURE
120.0 F 49.0 C

See General Comments

General Comments: Keep containers tightly closed until ready for use. The stated maximum storage temperature is for quality purposes only. Temperatures exceeding 120 F may cause color degradation, and an overall decrease in product quality.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Respiratory Protection: Not an exposure route.

Skin Protection: Gloves should be worn when excessive skin contact cannot be avoided.

Eye Protection: Eye protection is recommended in all industrial work places.

FOR EXPOSURE LIMITS SEE SECTION 11.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Boiling Range	212 F	**Vapor Density (Air = 1.0)**	N/D
Density	1 G/Cm3	**Percent Volatile Matter**	N/D
Evaporation Rate	N/D	**Solubility in Water**	Complete
Appearance	Clear Liquid	**Odor**	Mild Vinegar
pH	7 - 8		

SECTION 10. STABILITY AND REACTIVITY

Stability	Stable
Conditions to Avoid	Exposure to high temperatures
Incompatibility	Strong oxidizing agents
Decomposition	Toxic oxides of carbon and hydrocarbons
Polymerization	Hazardous polymerization will not occur

SECTION 11. TOXICOLOGICAL INFORMATION

Eye Contact	Mild irritation.
Inhalation	Not a likely exposure route.
Skin Contact	Prolonged continual exposure can be irritating.
Ingestion	Ingestion may cause gastrointestinal irritation.
Chronic	No evidence of adverse effects from available information.

SECTION 12. ECOLOGICAL INFORMATION

This product is biodegradable under most definitions of the term.

SECTION 13. DISPOSAL CONSIDERATIONS

This product and/or its components are found in many consumer food, drug, and cosmetic items. Release to sanitary sewer in small amounts is inherent with these end uses. No disposal method should be used which would pose an environmental or human health threat including, but not limited to possible contamination of ground or surface waters.

SECTION 14. TRANSPORT INFORMATION

DOT Shipping Name: Not Regulated.

SECTION 15. REGULATORY INFORMATION

OSHA Category: Not Regulated
SARA 313 Supplier Notifications: Not Reportable.

All ingredients are listed on the TSCA inventory

SECTION 16. OTHER INFORMATION

Special Precautions or Other Comments: Containers of this material may be hazardous when emptied since emptied containers retain product residues (vapor, liquid, and/or solid). All hazard precautions given in the data sheet must be observed.

Special Precautions or Other Comments: The information accumulated herein is believed to be accurate but is not warranted to be regardless of whom it originates with. Recipients are advised to confirm prior to need that the information is current, applicable, and suitable to their circumstances.