

THE PORT AUTHORITY OF NY & NJ

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

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 6/18/2013

**TITLE: Urine Specimen Collection for Drug Testing and Breath Alcohol Testing –
Three (3) Year Requirements Contract.**

BID NO.: 33842

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

BID DUE DATE: 7/16/13

TIME: 11:00 AM

BUYER NAME: Shanta Nelson

PHONE NO.: (201) 395-3480

FAX NO.: (201) 395-3425

EMAIL: snelson@panynj.gov

**BIDDER INFORMATION
(TO BE COMPLETED BY THE BIDDER)
(PLEASE PRINT)**

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT-NAME & TITLE

(TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

___ **BUSINESS CORPORATION** ___ **PARTNERSHIP** ___ **INDIVIDUAL**

___ **OTHER (SPECIFY):** _____

INVITATION FOR BID

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- PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
- PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS
- PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS AND PRICING SHEET(S)
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PART I - STANDARD INFORMATION FOR BIDDERS

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

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

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

2. Form and Submission of Bid

The Bidder shall review carefully every provision of this document, provide all the information required, and sign and return one (1) entire copy to the Port Authority in accordance with the instructions on the Cover Sheet and Part II – Contract Specific Information for Bidders. The Bidder should retain one complete duplicate copy for its own use. The "Signature Sheet" contained herein must be completed and signed by the Bidder. The Pricing Sheet(s) contained herein must also be completed. The bid shall be sealed in the enclosed self-addressed envelope conspicuously marked with the Bidder's name, address, and Vendor Number, if available. In addition, the outside of the package must clearly state the Bid title, the Bid Collective Number and the Bid Due Date. Failure to properly label submissions may cause a delay in identification, misdirection or disqualification of the submissions. In submitting this bid, the Bidder offers to assume the obligations and liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

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

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

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

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

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

12. Qualification Information

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

- a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:
 1. (i) Certified financial statements, including applicable notes reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.
 - (ii) Where the certified financial statements set forth in (i) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.
 - (iii) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (i) and (ii) above, then financial statements containing such information prepared directly by the Bidder may be submitted. Such financial statements, however, must be accompanied by a signed copy of the Bidder's most recent Federal income tax return and a statement in writing from the Bidder, signed by an executive officer or their authorized designee, certifying that such statements accurately reflect the present financial condition of the Bidder.

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

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

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

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

13. Facility Inspection

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

14. Available Documents - General

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

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

15. Pre-award Meeting

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

16. Price Preference

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

17. M/WBE Subcontracting Provisions

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

Minority Business Enterprise (MBE) - shall mean a business entity which is at least fifty one (51%) owned and controlled by one (1) or more members of one (1) or more minority groups, or, in the case of a publicly held corporation, at least fifty one percent (51%) of the stock of which is owned by one (1) or more minority groups,

and whose management and daily business operations are controlled by one (1) or more such individuals who are citizens or permanent resident aliens.

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

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

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least fifty one percent (51%) owned by one (1) or more women, or, in the case of a publicly held corporation, at least fifty one percent (51%) of the stock of which is owned by one (1) or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

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

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

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

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

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

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

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

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

18. Certification of Recycled Materials

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

Recycling Definitions:

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

- a. "Recovered Material" shall be defined as any waste material or by-product that has been recovered or diverted from solid waste, excluding those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- b. "Post-consumer Material" shall be defined as any material or finished product that has served its intended use and has been discarded for disposal or recovery having completed its life as a consumer item. "Post-consumer material" is included in the broader category of "Recovered Material".
- c. "Pre-consumer Material" shall be defined as any material or by-product generated after the manufacture of a product but before the product reaches the consumer, such as damaged or obsolete products. Pre-consumer Material does not include mill and manufacturing trim, scrap, or broken material that is generated at a manufacturing site and commonly reused on-site in the same or another manufacturing process.
- d. "Recycled Product" shall be defined as a product that contains the highest amount of post-consumer material practicable, or when post-consumer material is impracticable for a specific type of product, contains substantial amounts of Pre-consumer Material.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- f. "Waste Reducing Product" shall be defined as any product that will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

19. City Payroll Tax

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

- a) City of Newark, New Jersey for services performed in Newark, New Jersey;
- b) City of New York, New York for services performed in New York, New York;
- c) City of Yonkers, New York for services performed in Yonkers, New York.; and
- d) City of Newburgh, New York for services performed in Newburgh, New York.

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

20. Additional Bidder Information

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

ATTACHMENT I A - Certified Environmentally Preferable Products/Practices

Bidder Name: _____ Date: _____

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

1. Packaging

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

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

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

_____ Promotes waste prevention and source reduction by reducing the extent of the packaging and/or offering

_____ packaging take-back services, or shipping carton return

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

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

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

2. Business Practices / Operations / Manufacturing

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

_____ Recycles materials in the warehouse or other operations

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

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

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

_____ Other sustainable initiative

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

3. Training and Education

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PART II - CONTRACT-SPECIFIC INFORMATION FOR BIDDERS

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

1. Service(s) Required

Provide federally and contractually mandated breath alcohol testing, as well as urine specimen collection for drug testing.

2. Location(s) Services Required

Various Port Authority facilities located in New York and New Jersey, as more fully described in the definition of "Facility" in Part V-"Specifications".

3. Expected Date of Commencement of Contract

To commence on or about September 1, 2013.

4. Contract Type

Unit Price Requirements Contract.

5. Duration of Contract

Three (3) year Contract expiring on or about August 31, 2016.

6. Price Adjustment during Base Term (Index Based)

Not Applicable.

7. Option Period(s)

Not Applicable.

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

Not Applicable.

9. Extension Period

Up to one (1), one hundred and twenty (120) day extension subsequent to the Expiration Date of the Base Term.

10. Facility Inspection

Not Applicable.

11. Specific Bidder's Prerequisites

- A. The Bidder shall have had at least three (3) year(s) of continuous experience immediately prior to the date of submission of its bid in the collection of urine specimens for drug testing and conducting breath alcohol testing for safety sensitive and non-safety sensitive personnel covered by the United States Department of Transportation guidelines and regulations. The Bidder shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can

demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) year(s) of experience immediately prior to the date of the submission of its bid in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

- B. During the time period stated in (A) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have performed or be performing under at least one (1) contract requiring similar services of similar scope to those required under this Contract.
- C. In the event a bid is submitted by a joint venture, the foregoing prerequisites will be considered with respect to such Bid as follows: The prerequisites in subparagraph (a) and (b) above, will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements. If a joint venture which has not been established as a distinct legal entity submits a bid, it and all participants in the joint venture shall be bound jointly and severally and each such participant in the joint venture shall execute the bid and do each act and thing required by this Invitation for Bid. On the original bid and wherever else the Bidder's name would appear, the name of the joint venture Bidder should appear if the joint venture is a distinct legal entity. If the Bidder is a common law joint venture, the names of all participants should be listed followed by the words "acting jointly and severally." All joint venture Bidders must provide documentation of their legal status.

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

12. Available Documents

The following documents will be made available for reference and examination by contacting Paulette Counts at 212-435-2666:

Urine Specimen Collection For Drug Testing And Breath Testing For The Port Authority; Contract #4600009183/PO #4500063437.

13. Contractor Staff Background Screening

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

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

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PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS

1. General Agreement

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

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

2. Duration

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

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

3. Payment

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

- a) Payment shall be made in accordance with the prices for the applicable service (during the applicable Contract year) as they appear on the Pricing Sheet(s), as the same may be adjusted from time to time as specified herein, minus any deductions for services not performed and/or any liquidated damages to which the invoice may be subject and/or any adjustments as may be required pursuant to increases and decreases in areas or frequencies, if applicable. All Work must be completed within the time frames specified or as designated by the Manager.
- b) The Contractor shall submit to the Manager by the fifth day of each month following the month of commencement of this Contract and on or by the fifth day of each month thereafter (including the month following the termination, revocation or expiration of this Contract) a complete and correct invoice for the Work performed during the preceding month accompanied by such information as may be required by the Manager for verification. The invoice must show the Contractor's Federal Tax Identification Number. Payment will be made within thirty (30) days of Port Authority verification of the invoice. Invoices shall be prepared separately for each of the following as indicated below:

PATH: Invoices for services rendered for PATH shall be forwarded to: Barbara Iorio, PATH Corporation, PATH Director's Office, One PATH Plaza, 10th Fl., Jersey City, NJ 07306. Invoices shall reference employee badge numbers, date of collection and type of service rendered as per the Pricing Sheet.

Port Authority Operation & Maintenance: Invoices for services rendered for O&M shall be forwarded to: Paulette Counts, Port Authority of New York and New Jersey, Office of Medical Services, 233 Park Avenue South, 8th Fl., New York, NY 10003, and shall be submitted on a monthly basis. Invoices shall reference employee ID numbers, date of collection and type of service rendered as per the Pricing Sheet.

Police: Invoices for services rendered for Police shall be forwarded marked confidential to Drug Program Coordinator, Port Authority of New York and New Jersey, Public Safety Department, 241 Erie Street, Room 302, Jersey City, NJ 07310, and shall be submitted on a monthly basis. Invoices shall reference employee ID numbers, date of collection and type of service rendered as per the Pricing Sheet.

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

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

4. Price Adjustment

Not Applicable.

5. Liquidated Damages

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

amount will be incapable or very difficult of accurate estimation, the damages for such failure to perform shall be liquidated as follows:

- i. In the event the Contractor fails to perform the Collection Services/Testing required and such failure on the part of the Contractor results in a collection not being performed or not performed satisfactorily, then, at the sole discretion of the Manager, an assessment of liquidated damages in the sum of one hundred (\$100) dollars per incident will be assessed.
 - ii. In the event that, for any reason, the Contractor fails to maintain or provide or have available when required or requested by the Port Authority, or fails to submit any documentation, reports or records as required, the amount payable by the Port Authority to the Contractor hereunder shall be reduced by an amount equal to fifty (\$50) dollars per day multiplied by the number of days or fractions of days thereof the Contractor fails to maintain or provide or have available any documentation, reports or records, said amount or amounts to be deducted from any sums due and owing from the Port Authority to the Contractor hereunder as the Port Authority shall determine from time to time in its sole discretion.
 - iii. In the event the Contractor fails to respond to a request for Collection Services/Testing upon two (2) hours of notification by the Port Authority, then the amount payable to the Contractor under this Contract shall be reduced by \$200 per hour for each hour, or part thereof, past the response time required hereunder that the Contractor fails to provide the required Service.
- b) The Manager shall determine whether the Contractor has performed in a satisfactory manner and their determination shall be final, binding and conclusive upon the Contractor.
 - c) Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed Port Authority acceptance of unsatisfactory performance or a failure to perform on the part of the Contractor or a waiver of its remedies hereunder.

6. Insurance

Insurance Procured By The Contractor

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations and products-completed operations, and independent contractors' coverage, with contractual liability language covering the obligations assumed by the Contractor under this contract, a policy of Professional Liability Insurance, 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 minimum limits:

Commercial General Liability Insurance - \$1 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$1 million combined single limit per accident for bodily injury and property damage liability.

Professional (Malpractice) Liability Insurance - \$2 million limit per occurrence.

In addition, other than professional liability, the liability policy(ies) shall name “The Port Authority of New York & New Jersey and its wholly owned entities” as additional insured, including but not limited to premises-operations, products-completed operations. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusions 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 include cross-liability language providing severability of interests so that coverage will respond as if separate policies were in force for each insured.

The certificate of insurance and policies must contain the following wording for the above liability coverages:

“The insurance carrier(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 the premiums on Workers' Compensation Insurance in accordance with the requirements of law in the state(s) where the work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

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 Port Authority, Risk Manager, Risk Management can consider such cost as an out-of-pocket expense.

Each policy above shall contain an endorsement that the policy may not be canceled, terminated, or modified without thirty (30) days' written notice to the Port Authority of New York and New Jersey, Att: Contract Administrator and to the Port Authority General Manager, Risk Management.

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, Att: Contract Administrator. This certificate of insurance MUST show evidence of the above insurance policy, including but not limited to the cancellation endorsement along with the agreement number. Upon request, the Contractor shall furnish to the Port Authority General Manager, 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 avoid 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.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Management must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the 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#4305N]

7. Increase and Decrease in Areas or Frequencies

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice not less than five (5) days, said changes to be effective upon the date specified in said notice.

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

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

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

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

8. Extra Work

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

An increase in area or frequency does not constitute Extra Work, but shall be compensable based on the prices in the Pricing Sheet(s).

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

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

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

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

"Net Cost" shall be the Contractor's actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its

obligation hereunder provided, where such purchase has received the prior written approval of the Manager as required herein. The Contractor shall promptly furnish to the Manager such bills of sale and other instruments as the Manager may require,, executed, acknowledged and delivered, assuring to the Manager title to such materials, supplies, equipment, parts, and tools free of encumbrances.

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

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

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

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

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

The Contractor shall supply the amount of materials, supplies, equipment and personnel required by the Manager within two (2) hours following the receipt of written or verbal notice from the Manager, or in the case of an emergency as determined by the Manager, within two (2) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager shall thereafter confirm the same in writing.

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

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

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

1. SIGNATURE SHEET

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

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

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

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

Notary Public

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

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

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

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

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

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, preferably in black ink, where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Estimated Contract based upon the Unit Prices inserted by the Bidder which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated Annual Price column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Three (3) Year Contract Price shall be obtained by adding the Total Estimated Contract Price for the first year of the Contract, to the Total Estimated Contract Total for each subsequent year.

PRICING SHEET

Estimated Year One (1) Pricing

		<u>Estimated Annual Quantity</u>		<u>Price Per Test</u>	=	<u>Estimated Annual Price</u>
A.	Combined Urine Collection and Breath Alcohol Tests: O&M: (600) PATH: (200)	800	x	\$ _____	=	\$ _____
B.	Random Urine Collection Only O&M: (400) POLICE: (600)	1000	x	\$ _____	=	\$ _____
C.	Breath Alcohol Test Only	20	x	\$ _____	=	\$ _____
D.	Observed Urine Collection	200	x	\$ _____	=	\$ _____
E.	Combined Urine Collection and Breath Alcohol Test (24 hour on call for Reasonable Suspicion or Post Accident with 2 hour response time)	45	x	\$ _____	=	\$ _____
F.	Flat fee when Collector responds to Collection Site and no candidates are tested	20	x	\$ _____	=	\$ _____
G.	Reasonable Suspicion Urine and alcohol Collections (24 hour on call within 2 hours from notification response time)	25	x	\$ _____	=	\$ _____
H.	Rehabilitation Opportunity Agreement Urine	5	x	\$ _____	=	\$ _____
I.	Witness Testimony at Administrative Hearings	48hrs	x	\$ _____	=	\$ _____

Total Estimated Contract Price First Year = \$ _____
Sum of (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I)

NOTE: Vendor will be paid for tests which result in refusals (if properly documented).

PRICING SHEET

Estimated Year Two (2) Pricing

		Estimated Annual Quantity	x	Price Per Test	=	Estimated Annual Price
A.	Combined Urine Collection and Breath Alcohol Tests: O&M: (600) PATH: (200)	800	x	\$ _____	=	\$ _____
B.	Random Urine Collection Only O&M: (400) POLICE: (600)	1000	x	\$ _____	=	\$ _____
C.	Breath Alcohol Test Only	20	x	\$ _____	=	\$ _____
D.	Observed Urine Collection	200	x	\$ _____	=	\$ _____
E.	Combined Urine Collection and Breath Alcohol Test (24 hour on call for Reasonable Suspicion or Post Accident with 2 hour response time)	45	x	\$ _____	=	\$ _____
F.	Flat fee when Collector responds to Collection Site and no candidates are tested	20	x	\$ _____	=	\$ _____
G.	Reasonable Suspicion Urine Collections (24 hour on call within 2 hours from notification response time)	25	x	\$ _____	=	\$ _____
H.	Rehabilitation Opportunity Agreement Urine	5	x	\$ _____	=	\$ _____
I.	Witness Testimony at Administrative Hearings	48hrs	x	\$ _____	=	\$ _____

Total Estimated Contract Price Second Year = \$ Sum of (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I)

NOTE: Vendor will be paid for tests which result in refusals (if properly documented).

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

Rev. 2/12/10 (PA/PATH)

PRICING SHEET

Estimated Year Three (3) Pricing

		<u>Estimated Annual Quantity</u>		<u>Price Per Test</u>	=	<u>Estimated Annual Price</u>
A.	Combined Urine Collection and Breath Alcohol Tests: O&M: (600) PATH: (200)	800	x	\$ _____	=	\$ _____
B.	Random Urine Collection Only O&M: (400) POLICE: (600)	1000	x	\$ _____	=	\$ _____
C.	Breath Alcohol Test Only	20	x	\$ _____	=	\$ _____
D.	Observed Urine Collection	200	x	\$ _____	=	\$ _____
E.	Combined Urine Collection and Breath Alcohol Test (24 hour on call for Reasonable Suspicion or Post Accident within 2 hour response time)	45	x	\$ _____	=	\$ _____
F.	Flat fee when Collector responds to Collection Site and no candidates are tested	20	x	\$ _____	=	\$ _____
G.	Reasonable Suspicion Urine Collections (24 hour on call within 2 hours from notification response time)	25	x	\$ _____	=	\$ _____
H.	Rehabilitation Opportunity Agreement Urine	5	x	\$ _____	=	\$ _____
I.	Witness Testimony at Administrative Hearings	48hrs	x	\$ _____	=	\$ _____

Total Estimated Contract Price Third Year = \$ _____
Sum of (A)+(B)+(C)+(D)+(E)+(F)+(G)+(H)+(I)

NOTE: Vendor will be paid for tests which result in refusals (if properly documented).

SUMMARY SHEET

TOTAL ESTIMATED CONTRACT PRICE FIRST YEAR \$ _____

TOTAL ESTIMATED CONTRACT PRICE SECOND YEAR \$ _____

TOTAL ESTIMATED CONTRACT PRICE THIRD YEAR \$ _____

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE = \$ _____
Sum of years 1, 2 & 3

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PART V – SPECIFICATIONS

1. Specific Definitions

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

“Facility” means those locations more fully described in ExhibitA.

“PATH” means Port Authority Trans Hudson, a subsidiary of the Port Authority.

“Port Authority Technical Center (PATC)” means 241 Erie Street, Room 302, Jersey City, NJ 07310.

“Office of Medical Services” means 33 Park Avenue South, 8th Floor, New York, NY 10003.

“On Call” means at all times (twenty-four (24) hours a day, seven (7) days a week, including holidays.)

“Breath Alcohol Technician (“BAT”)/Urine Specimen Collector” means a person who instructs and assists employees in the alcohol testing process, collects urine specimens, and operates an evidential breath testing device.

“Breath Alcohol Testing Verification Form” means a form which is provided by the Port Authority Supervisor to the Collector which determines whether an employee is to be tested for alcohol if a safety sensitive function is performed at the time of testing.

“Contract Staff” means staff including Contract Supervisor, Urine Specimen Collector(s)/Breath Alcohol Technicians.

“Control Center” means the central location from which PATH operations are controlled.

“Drug and Alcohol Specimen Collection Supervisor” means a Contract Supervisor who will also serve as a Management Representative(s) who supervises the Urine Specimen Collector(s)/ Breath Alcohol Technicians.

“Drug and Alcohol Testing Program Manager” means designated employees at PATH and Port Authority who administer the drug and alcohol program.

“Exception Sheet” means a document that is completed by the collector and supervisor when an employee meets one of the exceptions to be excused from random testing.

“Facility Contacts” means Port Authority Facility Managers and Supervisors.

“DOT Regulations” means Department of Transportation (DOT) regulations dated August 31, 2009. Federal Railroad Administration 49 CFR Part 219 “Alcohol/Drug Program Compliance Manual”, FRA – Federal Railroad Administration 49 CFR Part 40 – “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” and the Federal Motor Carrier Safety Administration (FMSCA) 49 CFR Part 382/Part 40 “Alcohol Drug Testing Requirements.”

“Licensed Practical Nurse (LPN)” means a graduate of a school practical nursing whose qualifications have been examined by a state board of nursing and who has been legally authorized to practice as a licensed practical or vocational nurse under the supervision of a physician or registered nurse.

“Port Authority Rehabilitation Opportunity Agreement” means an agreement developed by a Substance Abuse Professional (SAP) which outlines appropriate treatment for employees in the follow-up program.

“Registered Nurse (RN)” means a graduate nurse who has been legally authorized (registered) to practice after examination by a state board of nurse examiners or similar regulatory authority, and who is legally entitled to use the designation RN.

“Management Representative” means the senior representative for the Contractor, with sufficient time dedicated to the Contract to ensure the quality of the services delivered and effective and confidential scheduling of urine specimen collections and breath alcohol tests.

“Manager/Superintendent” means a Port Authority Manager/Supervisor or PATH Superintendent who supervises or manages Commercial Drivers License (CDL) holder or hours of service employees covered under DOT regulations.

“Medical Review Officer (MRO)” means a Port Authority employee who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results.

“Observer” means a Collector who performs observed collections under FRA 49 CFR Part 40.

“Port Authority (O&M)” means job titles that are categorized as Operations or Maintenance and covered under the DOT regulations.

“Program Manager” means designated employees at PATH and the Port Authority who administer the drug and alcohol program.

“Tour Commander” means a designated employee in charge of a tour (shift) at a Port Authority Police Command and supervising Sergeants.

“Tours of Duty” means a period of time between 12:00am and 12:00pm, Monday to Sunday, including holidays, spent performing operational duties.

“Trainmaster” means a PATH employee who reports to and receives instructions from the Superintendent of Transportation and the Coordinator of Rail Operations. The Trainmaster is in charge of overall operations of the railroad to ensure trains are operating according to schedule. The Trainmaster is also responsible for contacting the Contractor’s Supervisor for Federal Railway Administration (FRA) violations involving reasonable suspicion and post-accident testing of train crew.

2. Work Required by the Specifications

These Specifications relate to the Urine Specimen Collection for drug testing and Breath Alcohol Testing of safety sensitive and non-safety sensitive personnel in accordance with the terms and conditions and Specifications set forth herein and as indicated on the Contractor’s Pricing Sheet. Collection of specimens and Breath

Alcohol Testing are to be done at collection sites at various Port Authority and PATH facilities throughout the New York and New Jersey Metropolitan area as indicated in Exhibit A. The Contractor will provide a consistent schedule of Certified Urine Specimen Collectors/Breath Alcohol Technicians who will provide On Call services as described in this Contract.

The Contractor acknowledges and agrees that the work to be performed under this Contract includes no fewer than five (5) licensed Registered Nurses/LPNs (preferably three (3) males but no fewer than two (2) males and two (2) females) and the provision of Urine Specimen Collections and Breath Alcohol Testing on site at Port Authority and PATH facilities, twenty-four (24) hours a day, seven (7) days a week and that it is the essence of this Contract that such collection and testing always be performed with strict adherence to applicable procedures and regulations in a confidential, professional and assertive manner. Such professionalism includes proactive communication between the Contractor and the Manager/Superintendent or his/her designee. Availability and responsiveness of staff around the clock and initiation of reasonable suspicion or post accident tests within two (2) hours of being notified is essential.

3. Duties of Contractor's Personnel

The Contractor shall furnish Drug and Alcohol Specimen Collector Supervisor/Management Representatives, and Urine Specimen Collectors/Breath Alcohol Technicians, at various Port Authority Facilities, which shall include, but not be limited to the following:

A. Drug and Alcohol Specimen Collection Supervisor/Management Representative

The Contractor shall provide a Drug and Alcohol Specimen Collection Supervisor/Management Representative (hereinafter referred to as "Management Representative") who will be available On Call to discuss with the Manager/Superintendent or his/her designee the performance of Urine Specimen Collection and Breath Alcohol Testing Services and compliance with the terms and conditions of this Contract. Duties of the Collection Supervisor/Management Representative are:

- i. Plan, organize, direct and control the work of all Collectors/BATs to meet all the requirements of this Contract.
- ii. Ensure adherence to all established policies and procedures and maintain an excellent level of quality in accordance with the requirements of this Contract.
- iii. Maintain proper liaison with appropriate Port Authority personnel.
- iv. Be available On Call to direct staff or solve problems with collection/testing.

- v. Have full power and authority to act on behalf of the Contractor with respect to this Contract.
- vi. Conduct site visits/field inspections, report/correct deficiencies in the collection and testing process.
- vii. Train personnel with respect to their functions and evaluate subordinates' performance and submit to the Port Authority all credentials, resumes and licenses of all designated staff.
- viii. Ensure that Collectors/BATs meet training requirements as stipulated by Federal regulations.
- ix. Plan and coordinate the effective scheduling for PATH, O&M, and Public Safety programs to complete all tests within the assigned period.
- x. Maintain and/or supplement knowledge and documentation of compliance with Federal Drug Testing Regulations, Port Authority, PATH and Police Policies and Procedures.
- xi. Ensure that Contractor personnel can effectively support testimony asserting that all appropriate policies and procedures were followed and the collection or breath test was done properly.
- xii. Perform corrective training for Collectors when indicated, consistent with DOT regulations 49 CFR Part 40.33.

B. Urine Specimen Collector/Breath Alcohol Technician

Contractor personnel acting as the Urine Specimen Collector/Breath Alcohol Technician (hereinafter referred to as "Collector" or "BAT") shall be properly trained and experienced in the collection of urine specimens for drug testing and breath alcohol testings on the Intoxilyzer 240 evidential breath testing device. The Contractor shall provide a same gender Collector/BAT if an observed collection is needed any time, twenty-four (24) hours a day, and seven (7) days a week. Observed collection by same gender Collector/BAT shall be performed within two (2) hours from the time the Contractor is informed of the need for observed collection. Duties of Collectors/BAT are:

- i. Be available On Call to report to any Port Authority Facility to provide collection services and/or breath alcohol testing as required by the Collection Supervisor/Management Representative.
- ii. Collectors/BATs are expected to arrive at sites even in inclement weather.

- iii. Maintain proper liaison with appropriate Port Authority personnel and Collection Supervisor/Management Representative to effectively schedule and complete urine collections/breath alcohol tests in conformance with the appropriate regulations, policies and procedures.
- iv. Perform Urine Specimen Collections in conformance with applicable Public Safety Department Memoranda of Agreement, Port Authority or PATH policies, or applicable Federal Regulations (e.g. 49 CFR Parts 40, 219 and 382) as required. Perform breath alcohol tests in conformance with applicable Port Authority or PATH policies or applicable federal regulations (e.g. 49 CFR Parts 40, 219 and 382) as required.
- v. Maintain appropriate documentation of all incidents/collections in order to support future testimony challenging a disciplinary case based on drug or alcohol testing procedures.
- vi. Effectively testify to defend against challenges regarding positive drug and alcohol collections or tests.
- vii. Maintain appropriate documentation and possess necessary verbal skills needed to successfully testify that all applicable procedures and policies were complied with during collections and tests he or she performed.

C. Qualifications of Personnel

The Contractor shall furnish competent and adequately trained, licensed Registered/or Practical Nurses (RNs or LPNs) to perform Urine Specimen Collection and Breath Alcohol Testing services. Prior to assigning of any personnel to the Contract as Contract Staff, the Contractor shall furnish to the Port Authority references of the proposed individuals detailing his/her experience with Urine Specimen Collection and Breath Alcohol Testing in accordance with 49 CFR Parts 40, 219, and 382 within the past two (2) years. In addition, the Contractor shall include confirmation of valid licenses and BAT certifications using the Intoxilyzer 240. All employees must meet federally mandated refresher training every five (5) years.

- 1. Contractor personnel acting as Collection Supervisor/Management Representative must possess the following knowledge and abilities to perform the following functions:
 - i. In depth knowledge of Federal Regulations pertaining to Urine Specimen Collection and Breath Alcohol Testing in order to guide others, including 49 CFR Parts 40, 219 and 382. Possession of approval certifications as stipulated by Federal Regulations is required. Demonstrated ability to direct urine specimen Collector/BAT staff to ensure quality delivery of the services described in this Contract.

- ii. Demonstrated managerial/supervisory experience to arrange and coordinate Urine Specimen Collection and Breath Alcohol Testing schedules for distinctly different drug testing programs simultaneously.
 - iii. The Collector/BAT shall possess all appropriate licenses and certifications in alcohol testing and drug screening to document training, competence and proficiency to perform Urine Specimen Collection and Breath Alcohol tests in accordance with Federal Regulations 49 CFR Parts 40, 219, and 382 and according to the requirements of this Contract and provide copies of such licenses and certifications upon request.
2. Contractor personnel acting as Collector/BAT shall be only Licensed Registered and/or Practical Nurses (RNs or LPNs) properly trained and experienced in the collection of urine specimens for drug testing and the provision of breath alcohol tests on the Intoxilyzer 240 evidential breath testing device and possess the following knowledge and abilities:
- i. Respond to and appropriately manage stressful situations involving potential confrontation during the collection process, which involve employees' rights versus regulatory requirements of the drug and/or alcohol testing regulations and policies.
 - ii. Respond to and appropriately manage stressful situations involving potential confrontation during the collection process, which involve employees' rights versus regulatory requirements of the drug and/or alcohol testing regulations and policies.

The Contractor acknowledges and agrees that the work to be performed under this Contract includes no fewer than five (5) licensed Registered Nurses/LPNs (preferably three (3) males but no fewer than two (2) males and two (2) females) and the provision of Urine Specimen Collections and Breath Alcohol Testing on site at Port Authority and PATH facilities, twenty-four (24) hours a day, seven (7) days a week and that it is the essence of this Contract that such collection and testing always be performed with strict adherence to applicable procedures and regulations in a confidential, professional and assertive manner. Such professionalism includes proactive communication between the Contractor and the Manager/Superintendent or his/her designee. Availability and responsiveness of staff around the clock and initiation of reasonable suspicion or post accident tests within two (2) hours of being notified is essential.

4. General Description of Services – Urine Specimen Collection

A. **PATH:** Urine Specimen Collections performed for PATH must conform to DOT Regulations as defined in 49 CFR, Part 219 and Part 40 as amended from time to time, as well as protocols established to test under PATH's own authority. The Contractor shall provide on-site Collectors for urine collections for PATH random, reasonable suspicion and follow-up tests of approximately two hundred (200) employees annually as follows:

i. **Random Collections**

For random drug testing, the Contractor may be contacted on a daily basis, at least twelve (12) hours in advance of the collection date, to perform urine collections at PATH's Headquarters at the Journal Square Transportation Center, Jersey City, New Jersey. The Contractor must be On Call to cover all Tours of Duty at PATH, inclusive of Saturdays, Sundays and holidays as listed in Attachment B. These collections are performed on a scheduled basis.

ii. **Reasonable Suspicion/Reasonable Cause Testing**

Urine Specimen Collection for reasonable suspicion/cause must begin within **two (2) hours** of PATH's notification to the Contractor. Reasonable Suspicion/Cause tests may be requested during all hours of operation. Therefore, the Contractor must be On Call and must provide on-site Collectors on an as needed basis. The Collector shall have all documents and supplies as heretofore described to proceed with the collection.

iii. **Follow Up Testing**

The Contractor will be required to perform Urine Specimen Collections for approximately fifteen (15) employees each month under direct observation in compliance with the Department of Transportation (DOT) regulations dated November 1, 2008. The majority of the follow-up tests will be conducted in compliance with Federal Regulations 49 CFR Part 219 and Part 40, but a small portion of tests (less than ten (10) per year) will be non-federal follow-up tests conducted under the authority of the Port Authority. Follow-up tests will be conducted at the designated location at the Journal Square Transportation Center on all Tours of Duty. The Drug and Alcohol Testing Program Manager will give the Management Representative a list of names for Follow-Up Testing as required. The Management Representative will work with the Program Manager and designated Facility Contacts to schedule and complete tests for each month as prescribed by the SAP. PATH may require a follow up test to be performed at any time which may deviate from the normal schedule.

iv. **Return to Duty Testing**

Urine Specimen Collection for return to duty testing will be conducted under direct observation in compliance the Department of Transportation (DOT) regulations November 1, 2008, which is found in those set forth in 49 CFR Part 40.67(b). In some cases, the Contractor may also be required to perform Breath Alcohol Tests.

B. OPERATIONS & MAINTENANCE: The Contractor shall provide on-site Collectors for Urine Specimen Collections for approximately one thousand (1,000) Port Authority employees annually; tests will be performed under Random, Reasonable Suspicion, Post Accident, and Follow-Up testing as defined in 49 CFR, Part 382 and Part 40. Certain Reasonable Suspicion and Follow-Up tests are conducted under Port Authority rules and regulations (non-Federal), but collection procedures follow 49 CFR Part 40.

i. **Random Collections**

The Contractor shall provide collection of Urine Specimens for approximately sixty-five (65) employees each month. The testing of the employees selected can be at any and all of the sites identified herein in Exhibit A and during all Tours of Duty. The Program Manager will provide a list of names to the Contractor's Management Representative at the beginning of each month. The Management Representative will work with the Program Manager and designated Facility Contacts to schedule and complete all tests within the monthly testing period. The Contractor will be expected to establish the collection schedule independently each month with assistance from the Program Manager only when necessary to resolve problems in cooperation with designated Facility Contacts. The Contractor must respond on any day of the year to perform collections on all Tours of Duty at the Port Authority inclusive of Saturdays, Sundays, and holidays in order to complete all collections within the monthly schedule.

ii. **Reasonable Suspicion and Post Accident Testing**

The Contractor shall provide Urine Specimen Collections in cases of Reasonable Suspicion and Post Accident testing as defined in 49 CFR, Part 382 and Part 40. For these tests, the Contractor must be On Call and initiate testing within **two (2) hours** of notification. Reasonable Suspicion and Post Accident Testing is to be done at collection sites at various Port Authority and PATH facilities throughout the New York and New Jersey Metropolitan area as indicated in Exhibit A. The Contractor may also be required to perform Reasonable Suspicion tests under the Port Authority's authority (e.g. non-Federal Testing), but collection procedures shall follow 49 CFR Part 40. The Collector shall have all documents and supplies as noted in paragraph 7 entitled Urine Collection Supplies.

iii. **Follow Up Testing**

The Contractor shall provide Urine Specimen Collections for approximately thirty (30) employees each month under direct observation in compliance with Department of Transportation (DOT) regulations dated November 1, 2008. The majority of follow-up tests will be conducted in compliance with Federal Regulations 49 CFR Part 382 and Part 40, however a small portion of tests (less than fifty (50) per year) will be non-Federal follow-up tests conducted under the authority of the Port Authority. Follow-up tests will be conducted at any and all of the sites identified here in Exhibit A and on all Tours of Duty. The Program Manager will give the Management Representative a list of names for follow-up testing as required. The Management Representative will work with the Program Manager and designated Facility contacts to schedule and complete tests within the testing cycle.

iv. **Return to Duty Testing**

Urine Specimen Collection for Return to Duty Testing will be conducted under direct observation in compliance with the Department of Transportation (DOT) regulations dated November 1, 2008, which is found in 49 CFR Part 40.67(b). In some cases, the Contractor may also be required to administer Breath Alcohol Tests.

C. **POLICE:** All Police Testing will be done under the authority of negotiated agreements for applicable labor agreements. While these tests are not Federally mandated, collection procedures will follow those set forth in 49 CFR Part 40.

i. **Random Collections**

The Contractor shall provide Collection of Urine Specimens for approximately six hundred (600) police employees who will be tested at random annually. The Contractor will be notified by the Public Safety Department representative at least twenty-four (24) hours in advance of the date selected for a Random Collection. On the random collection date, a Collector(s) must be available by 8:00 a.m. at the Port Authority Technical Center. Contractor shall provide a secure fax for receipt of a schedule identifying the facilities where Random Collections are to be made, as well as the Tours of Duty and a roster of the employees to be randomly tested. The Collector(s) shall proceed immediately to the collection site(s) to complete all collections on the identified Tours of Duty. Upon arrival at each Facility, the Collector will report to the Police Desk and request to see the Police Tour Commander. The Tour Commander will arrange for the randomly selected employees to report to the collection site.

Random collections may be scheduled by the representative of the Public Safety Department twenty four (24) hours a day, seven (7) days a week.

ii. **Reasonable Suspicion Collections**

The Contractor shall provide the collection and transportation of Urine Specimens pursuant to Reasonable Suspicion Testing. The Public Safety representative will notify the Contractor of the need for a Reasonable Suspicion Collection and will identify the Port Authority collection site where the collection will be made. The collection may be at any of the sites identified in Exhibit A. The Contractor shall provide a Collector at the identified Facility within **two (2) hours** of being notified by the Public Safety representative of the need for a Reasonable Suspicion Collection. A Reasonable Suspicion Collection may be requested on any day of the year, at any time of the day. The Collector shall have all documents and supplies as heretofore described to proceed with a collection, as noted in paragraph 7 entitled Urine Collection Supplies, with the exception of the Federal Drug Testing Custody Control Form. All collection and transportation procedures shall be identical to those applicable to Random Collections.

iii. **Rehabilitation Opportunity Agreement-Follow-Up Collections**

The Contractor will also be responsible for the collection and transportation of Urine Specimens from Police employees participating in the Port Authority Rehabilitation Opportunity Agreement. Urine collections from Rehabilitation Opportunity Participants shall be conducted at the request of the Port Authority's Office of Medical Services. The Contractor shall be responsible for providing a Collector at the request of Port Authority Office of Medical Services within two (2) hours of being notified by the Office of Medical Services of the need for such a collection.

iv. **Follow Up Testing**

The Contractor will be required to perform Urine Specimen Collections for approximately one (1) employee each month under direct observation in compliance with the Department of Transportation (DOT) regulations dated November 1, 2008, which is found in 49 CFR Part 40.67(b). In some cases, the Contractor may also be required to administer Breath Alcohol Tests.

v. **Return to Duty Testing**

Urine specimen collection for Return to Duty Testing will be conducted under direct observation in compliance with the Department of Transportation (DOT) regulation dated November 1, 2008, which is found in 49 CFR Part 40.67(b). In some cases, the Contractor may also be required to administer Breath Alcohol Tests.

5. Urine Specimen Collection

Collectors shall transport all collected and properly sealed Urine Specimens to a secure central location as stipulated by the Port Authority. The Contractor will then promptly arrange for transportation of all specimens to the testing laboratory contracted by PATH, O&M or Police for its drug testing. From the time of collection through release to the laboratory courier, or other transportation method approved by the Superintendent/Manager, the Contractor must ensure the security of specimens and related paperwork.

6. Witness Testimony

Upon request, Collectors shall testify to the collection procedures, chain of custody and all matters related thereto in administrative disciplinary or court proceedings. Collectors shall be fully trained, informed, and knowledgeable on all applicable collection policies and procedures and shall retain necessary documentation as noted in paragraph 7 entitled Urine Collection Supplies, to substantiate in their testimony that all appropriate procedures and policies were followed on each collection.

7. Urine Collection Supplies

- A. **PATH:** The Collector will utilize only those supplies and documents supplied by the laboratory under Contract with PATH and other necessary accessories such as evidence tape and envelopes as supplied by PATH. The Collectors shall bring with them the following supplies and documents provided by the laboratory or PATH to PATH's drug testing site.
- i. **Split Specimen Collector Kits**
Provided by the PATH-contracted laboratory, each kit includes a single use collection cup that contains two (2) specimen bottles. The specimen cup that contains the two (2) specimen bottles are individually and securely wrapped and are unwrapped in the presence of the employee and Collector at the time of specimen collection.
 - ii. **Federal Drug Testing Custody and Control Form**
This is a five (5) part carbonless manifold-type form issued by DOT, and to be used only for Federal Testing (e.g. FRA).
 - iii. **Forensic Drug Testing Custody and Control Form**
This is a five (5) part carbonless manifold-type form issued by the laboratory for non-Federal testing.
 - iv. **Tamper-Proof Sealing System**
The Custody and Control Form has preprinted labels and seals such that the specimen bottle top can be sealed against undetected opening. This bottle will be identified with a unique identifying number identical to that appearing on the drug testing Custody and Control Form, and space will be provided to initial the bottle affirming its identity.

v. **Shipping Containers**

The container used must have been approved by the Department of Transportation for transporting one (1) or more specimens and accompanying paperwork and be sealable to prevent undetected tampering.

B. PORT AUTHORITY OPERATIONS & MAINTENANCE

The Collector shall utilize only those supplies and documents supplied by the laboratory under Contract with the Port Authority. O&M's Urine Collection Supplies are virtually identical to those identified for PATH above, (except for the account numbers on Custody and Control Forms, and the exception sheet) which Collectors must bring with them to the collection site. The Program Manager will provide all supplies, documents and equipment needed for urine collections, which the contracted testing laboratory does not supply. The Collector must transport such items to and from the collection sites.

In addition to supplies designated above, the Program Manager will provide the Collector with the following forms which the Collector must bring to the collections sites:

Exception Sheet
Breath Alcohol Testing Verification Form

C. POLICE

The drug testing laboratory under Contract to Police will provide supplies and documents needed for urine collection. The supplies for Police are virtually the same as those for PATH and O&M testing, except for additional forms specified below, and the fact account numbers on Custody and Control Forms may differ. The Program Manager for Police testing will provide all supplies, documents and equipment for urine collection which the contracted laboratory does not supply, and the Collector must transport such items to and from the collection sites.

In addition to supplies designated above, Police will provide the Collector with the following forms which the Collector must bring to the collection site:

Exception Sheet
Member Notification Form

8. Urine Collection Procedures

Urine Specimen Collection procedures will comply with 49 CFR Part 40 "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" when performing tests for the Port Authority and PATH.

- a. **Verify Identity** – PATH/Port Authority picture identification of the employee must be presented prior to collection. If no picture identification is available, verification of identity by the immediate supervisor will be permissible. If identity cannot be verified, the collection will not proceed on request by the employee. On request by the employee, the Collector will provide positive identification to the employee. If the employee fails to arrive as scheduled, the Collector will notify the Facility Supervisor and Program Manager by telephone (Port Authority O&M) or Trainmaster on duty (PATH). Trainmaster will notify the Program Manager the following day.

Note: For Police – The Collector will notify the Tour Commander of any instance wherein an employee ID must be verified because no picture ID is available. The collection will not proceed until identification can be verified. If any employee fails to arrive as scheduled, or if a specimen is not obtained, the Collector will notify the Tour Commander. The Tour Commander will complete the Exception Sheet and return it to the Collector after notifying the Central Police Desk. The Collector will execute Exception Sheet as indicated.

- b. **Stock Forms** – Collectors will bring with them and properly complete all applicable forms. Minimum forms for on-site use are:

Federal Drug Testing Custody and Control Form
Forensic Drug Testing Custody and Control Form

For Police Only:

Public Safety Department’s “Employee Notification Form”
Public Safety Department (Police) will supply the Contractor with this form, which must be executed by the employee and Collector prior to testing.

“Exception Sheet” – Collector to ensure form is complete for any employee selected for random testing who does not, regardless of the reason, provide a specimen suitable for testing. The completed form is to be returned to Police Headquarters, at Port Authority Technical Center, 241 Erie St., Room 302 Jersey City, NJ 07310. Public Safety Department (Police) will supply the Contractor with this form.

Note: For PATH – Employee Notification Sheet – Provided by PATH Staff

Note: For Operation & Maintenance – Exception Sheet – Collector to ensure form is complete for any employee selected for random testing who does not, regardless of the reason, provide a specimen suitable for testing.

The completed form is returned to Paulette Counts, 233 Park Avenue South, 8th Floor, New York, NY 10003.

- c. **Notification in Case of Adulteration or Failure to Cooperate** – If an employee submits a sample which appears adulterated, out of acceptable temperature range or if the employee otherwise fails to provide an acceptable sample, does not cooperate with, or attempts to obstruct the collection process, the Collector must notify the appropriate Facility Supervisor and:

For PATH, notify the Program Manager and/or Trainmaster.

For Port Authority, notify the Program Manager

For Police notify the Public Safety Department Program Manager.

- d. **Holding and Shipment of Specimens and Paperwork** – The Collector shall secure all specimens until shipment or until pickup by laboratory courier contracted by PATH/Port Authority or Police for its drug testing.

Collection paperwork for PATH employees shall be left in a sealed envelope in a designated area of the Control Center at PATH.

Original paperwork related to collection for Port Authority O&M shall be hand delivered or sent by a courier (UPS or FedEx) suitable to the Port Authority at the expense of the Contractor on a daily basis to the Program Manager and the Port Authority Medical Review Officer (“MRO”) at 233 Park Avenue South-8th Fl., New York, NY 10003. (Materials should be sent in a single mailing).

Public Safety Department Paperwork (e.g. Parts 2&4 of the Forensic Drug Testing Custody and Control Form) shall be forwarded to the Port Authority Office of Medical Services daily or as tested if less than daily via a courier (UPS or FedEx) suitable to the Port Authority at the Contractor’s expense. The Program Manager will forward Part 4 of the Custody and Control Form via messenger in a sealed confidential envelope to the Public Safety Director or his designee to the Port Authority Technical Center.

Police – The Public Safety Department tests are performed under negotiated labor agreements, however, collection procedures will follow 49 CFR Part 40 as described herein for PATH and Port Authority O&M, except as specifically designated herein or as instructed by the Superintendent under the guidance of the appropriate Memorandum of Agreement.

9. General Description of Services – Breath Alcohol Testing

NOTE: The Port Authority Public Safety Department (Police) does not participate in a random alcohol testing program. However, Police may be required to submit to an alcohol test in connection with a Reasonable Suspicion request.

Breath Alcohol Testing for O&M and PATH may be conducted in all of the situations described for urine collections under Section 2 herein entitled, “Work Required by the Specifications”.

A. **PATH/Port Authority Operation & Maintenance:** The Port Authority O&M and PATH Breath Alcohol Testing procedures will comply with appropriate sections of 49 CFR Part 40, “Procedures for Transportation Workplace Drug and Alcohol Testing Programs” when performing tests for the Port Authority and PATH.

i. **Preparation and Location of Breath Alcohol Test**

When the employee enters the alcohol testing location, the BAT will require him or her to provide positive identification (through the use of PATH/PA photo ID card). On request by the employee, the BAT will provide positive identification to the employee. The BAT will explain the testing procedure to the employee.

For PATH: All necessary equipment and supplies for breath testing will be supplied by PATH and will be maintained by PATH at the PATH Drug & Alcohol Testing Site (Control Center).

ii. **For Port Authority Operation & Maintenance Program:** All necessary equipment and supplies for breath testing will be supplied by the Port Authority. The Contractor will be responsible for bringing all equipment and supplies to the testing locations and shall be responsible for securing all equipment and supplies between testing dates. BATs are required to work with Facility Contacts to determine performance of safety sensitive functions prior to administering a breath alcohol test utilizing and completing a Breath Alcohol Testing Verification Form.

iii. **Notification and Distribution of Results** – The BAT will transmit all PATH results in a confidential, hand carried sealed envelope in a designated area identified by PATH. PATH has designated representatives for the purpose of receiving and handling alcohol testing results in a confidential manner. All written communications by BATs to PATH concerning the alcohol testing results of employees will be made to the PATH Drug and Alcohol Testing Program Administrator. Such transmissions will be made in writing.

The BAT will transmit all Port Authority O&M results to the Program Manager via a courier (UPS or FedEx) suitable to the Port Authority at the expense of the Contractor on a daily basis or as tested if less than daily to ensure the integrity of the alcohol testing form. However, in the event of a positive breath test for a Port Authority O&M employee, the BAT will inform the employee's Facility Supervisor, and the Program Manager by telephone, of a positive result. The Supervisor will remove the employee from service. Paperwork related to the alcohol test will immediately be faxed to the Drug & Alcohol Testing Program Manager.

- iv. **Procedures to Follow When Employee is Unable to Provide an Adequate Amount of Breath** – The following procedures will be followed by PATH/Port Authority O&M BATs in any case in which an employee is unable or alleges that she/he is unable to provide an adequate amount of breath because of a medical condition. The BAT shall again instruct the employee to attempt to provide an adequate amount of breath. If the employee refuses to make the attempt, the BAT shall immediately inform the appropriate PATH or Port Authority Manager/Supervisor. This will be deemed a refusal.

If, after three (3) attempts, the employee fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the Breath Alcohol Testing Form and immediately inform the appropriate PATH or Port Authority Drug & Alcohol Testing Program Manager. If the employee attempts and fails to provide an adequate amount of breath:

The MRO may evaluate or send the employee to an independent medical specialist [as required under the Federal Regulations] to determine whether the employee is medically unable to provide an adequate amount of breath or has refused to test.

For PATH: The BAT will contact the appropriate PATH Manager/Supervisor, Administrator and Program Manager, Drug and Alcohol Testing Program Manager by phone or pager.

For the Port Authority Operation & Maintenance Program: The BAT will inform the Port Authority Supervisor at the Facility and the Drug & Alcohol Testing Program Manager.

The PATH or O&M Supervisor will remove the employee from service and direct the employee to report to the Medical Review Officer (MRO) at the Office of Medical Services on the next business day.

- v. **Witness Testimony** – The Contractor shall make available the Breath Alcohol Technician as required to testify to the testing procedures and all matters related thereto in administrative disciplinary proceedings. Accordingly, Breath Alcohol Technicians shall be fully trained, informed, and knowledgeable on all applicable testing policies and procedures and shall retain necessary documentation to substantiate in their testimony that all appropriate procedures and policies were followed on each collection.

ATTACHMENT A

List of Facilities*

- Brooklyn Piers
- George Washington Bridge
- Holland Tunnel
- Harrison Car Maintenance Facility
- John F. Kennedy International Airport
- Journal Square Transportation Center
- LaGuardia Airport
- Lincoln Tunnel
- 5 Marine View Plaza
- Newark Legal & Communication Center
- Newark International Airport
- New Jersey Marine Terminal
- New York Marine Terminal
- Port Authority Bus Terminal
- Port Authority Trans-Hudson Corp. (PATH – Located at JSTC)
- Port Authority Technical Center
- Port Newark
- Staten Island Bridges
- Stewart Airport
- Teleport
- Gateway
- 225 Park Avenue South
- 233 Park Avenue South
- 2 Montgomery
- 225 Broadway
- WTC Site

*Collection sites may be added or deleted on an as needed basis.