

To: #12470



**PORT AUTHORITY POLICE BENEVOLENT ASSOCIATION, INC.**

611 Palisade Avenue, Englewood Cliffs, N.J. 07632-1805  
Telephones: 201-871-2100 or 212-947-3754  
Facsimile: 201-871-2343 www.papba.org



PAUL NUNZIATO PRESIDENT

**VIA FACSIMILE AND CERTIFIED MAIL, RETURN RECEIPT  
REQUESTED**

07-20-11P10:50 RCVD

July 8, 2011

Ms. Karen E. Eastman  
Secretary  
Port Authority of New York & New Jersey  
Office of the Secretary  
225 Park Avenue South, 18<sup>th</sup> Floor  
New York, NY 10003

**RE: Request Pursuant to Port Authority Freedom of Information  
Policy**

Dear Secretary Eastman:

Pursuant to Port Authority of NY & NJ's Freedom of Information policy, I request the following information to be provided:

1. Any contract, sub-contract or similar agreement between the Port Authority of New York and New Jersey (including all subsidiary corporations thereof) and MSA Security (formerly known as Michael Stapleton Associates) executed by the Port Authority on or after January 1, 2000.

I agree in advance to pay copying fees as provided for by the Port Authority Freedom of Information Policy.

Very Truly Yours,

*[Handwritten Signature]*

D. John McAusland  
General Counsel  
PORT AUTHORITY POLICE BENEVOLENT ASSOCIATION, INC.

DJM/kb

cc: FILE

UNION OF PROFESSIONAL POLICE OFFICERS



**THE PORT AUTHORITY OF NY & NJ**

Daniel D. Duffy  
FOI Administrator

November 29, 2011

Mr. D. John McAusland  
Port Authority Police  
Benevolent Association, Inc.  
611 Palisade Avenue  
Englewood Cliffs, NJ 07632-1805

Re: Freedom of Information Reference No. 12470

Dear Mr. McAusland:

This is a response to your July 8, 2011 request, which has been processed under the Port Authority's Freedom of Information Policy (the "Policy," copy enclosed) for a copy of the agreement between the Port Authority and MSA Security executed by the Port Authority on or after January 1, 2000.

Material responsive to your request and available under the Policy, which consists of 11 pages, is enclosed, for a \$2.75 photocopying charge for this material (25¢ per page). Payment should be made in cash, certified check or money order payable to "The Port Authority of New York & New Jersey" and should be sent to my attention at 225 Park Avenue South, 17<sup>th</sup> Floor, New York, NY 10003.

Certain material responsive to your request is exempt from disclosure pursuant to exemption (6) of the Policy.

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

Sincerely,

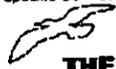
  
Daniel D. Duffy  
FOI Administrator

Enclosure

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

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.

Page 1 Of 4  
 PO Number/Date  
 4500062327 / 04/20/2011  
 Ref: Contract 4600008595



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

**PURCHASE ORDER**

Vendor No. 113177  
 MICHAEL STAPLETON  
 ASSOCIATES  
 2ND FLOOR  
 9 MURRAY STREET  
 NEW YORK NY 10007  
 Telephone# 212-509-1336  
 Fax# 212-509-1372

Our fax number  
 212-435-3959  
 Deliver to Address:  
 NY  
 Deliver to this address unless a different address is shown below.

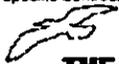
Note: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days			
Quantity	Description	Unit Price	Total
	<p>Requirements Contract for Explosive Detection Canines for the World Trade Center Site</p> <p>Prices per GSA Schedule Contract Number GS-07F-0741N and quote from _____ stating that the hourly rate to the Port Authority of NY &amp; NJ will be \$75.56 regardless of the number of hours utilized.</p> <p>Vendor to provide proof of insurance per attached Insurance Procured by the Contractor</p> <p>Prices to remain firm for duration of this agreement.</p> <p>Quantities shown are for evaluation purposes only and there are no guarantees as to the quantity, if any, that may actually be ordered.</p>		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,  
 Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. *Send invoice to your Specific Contract Administrator.*



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

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4500062327 / 04/20/2011

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Vendor No. 113177  
MICHAEL STAPLETON  
NEW YORK NY 10007

Quantity	Description	Unit Price	Total
	<p><b>PORT AUTHORITY CONTACT:</b> William Laventhal @ 212-435-6498</p> <p><b>EXTENSION PERIOD:</b> The Port Authority shall have the absolute right to extend the term of this contract for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date 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.</p> <p><b>TERMINATION:</b> In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port Authority with cause at any time during the term or extended term of this Contract or without cause upon 30 days written notice to the Contractor. The contractor shall have no right of termination except for cause. Termination shall be by certified mail.</p> <p><b>QUESTIONS CONCERNING UNPAID INVOICES MUST BE ADDRESSED TO DISBURSEMENTS AT (201) 216-6372.</b></p>		

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730075K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,  
Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice to your Specific Contract Administrator.



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

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 PO Number/Date  
 4500062327 / 04/20/2011

Page 3 Of 4

Vendor No. 113177  
 MICHAEL STAPLETON  
 NEW YORK NY 10007

Quantity	Description	Unit Price	Total
	<p>Explosion Detection Canines</p> <p>The item covers the following services:            Explosion Detection Canine</p> <p>Freight Terms FOB Delivery Point, Freight Incl.            Contact person/Telephone            Bob Veil/212-435-3916</p>		39,291.20

**Total Delivered Price In USD**

**39,291.20**

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

**For Director,  
 Procurement Department**

## TERMS AND CONDITIONS

1. To be valid, this purchase order must be signed by the Director of Procurement of the Port Authority (PA), or her designee.
2. Unless otherwise provided, complete shipment of all items must be in one delivery, FOB delivery point, freight included. Payment will not be made on partial deliveries unless authorized in advance by the party to be charged and the discount, if any, will be taken on the total order.
3. Standard PA payment terms are net 30 days, unless otherwise stated.
4. Sales to the PA and to Port Authority Trans-Hudson (PATH) are currently exempt from New York and New Jersey State and local taxes and generally from federal taxation. The seller certifies that there are no federal, state, municipal or any other sales taxes included in the prices shown hereon.
5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

### **Insurance Procured by the Contractor**

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

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

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

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

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

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

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

In addition, the policy (ies) shall include the Authority and its wholly owned entities as an additional insured and the policy (ies) and its certificate must be specifically endorsed to contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Management.

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

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

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

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

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

**Schedule 1 – Indemnitees and Additional Insureds:**

- a) The Port Authority of New York and New Jersey
- b) WTC Retail LLC
- c) 1 World Trade Center LLC
- d) The Port Authority Trans-Hudson Corporation
- e) STV Construction, Inc.
- f) NYS Department of Transportation
- g) Tishman Construction Corporation

- h) Tishman Realty & Construction Co., Inc.
- i) Tishman Construction Corporation of New York
- j) Silverstein Freedom Tower Development LLC, and its Affiliates
- k) 2 World Trade Center LLC
- l) 3 World Trade Center LLC
- m) 4 World Trade Center LLC
- n) World Trade Center Properties LLC
- o) 1 WTC Holdings LLC
- p) 2 WTC Holdings LLC
- q) 3 WTC Holdings LLC
- r) 4 WTC Holdings LLC
- s) Silverstein Properties, Inc.
- t) Silverstein East WTC Facility Manager LLC
- u) WTC Redevelopment LLC
- v) Silverstein WTC Mgmt. Co. LLC
- w) Silverstein WTC Mgmt. Co. II LLC
- x) Silverstein WTC Properties LLC
- y) Silverstein WTC LLC
- z) Silverstein 2/3/4 WTC Redevelopment LLC
- aa) Spring World Inc.
- bb) Spring WTC Holdings Inc.
- cc) WTC Investors LLC
- dd) Net Lessees' Association of the World Trade Center
- ee) WTC Management and Development LLC
- ff) Silverstein WTC Management and Development LLC
- gg) WTC Investors Management and Development LLC
- hh) Larry A. Silverstein
- ii) World Trade Center Hold Co. Ltd
- jj) 3 WTC Mezz LLC.
- kk) The City of New York
- ll) The Lower Manhattan Development Corporation
- mm) The World Trade Center Memorial Foundation
- nn) Metropolitan Transportation Authority



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

MICHAEL STAPLETON  
 ASSOCIATES  
 2ND FLOOR  
 9 MURRAY STREET  
 NEW YORK NY 10007

CONTRACT	
<b>Contract Number/Date</b>	4600008595 / 04/20/2011
<b>Contact person/Telephone</b>	Bob Veit/212-435-3916
<b>Our fax number</b>	212-435-3959

Your vendor number with us  
 113177

Please deliver to:  
 NY

Valid from: 06/06/2011  
 Valid to: 06/05/2012

*Internal Use Only - Do Not Mail*

Item	Material Quantity	Unit	Description	Price per unit	Net value
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Requirements Contract for Explosive Detection Canines for the World Trade Center Site for the period June 6, 2011 to June 5, 2012.

Prices per GSA Schedule Contract Number GS-07F-0741N and quote from [redacted] stating that the hourly rate to the Port Authority of NY & NJ will be \$75.56 regardless of the number of hours utilized.

Vendor to provide proof of insurance per attached Insurance Procured by the Contractor

Prices to remain firm for duration of this agreement.

Quantities shown are for evaluation purposes only and there are no guarantees as to the quantity, if any, that may actually be ordered.

**PORT AUTHORITY CONTACT:**  
 William Laventhal @ 212-435-6498

**EXTENSION PERIOD:**  
 The Port Authority shall have the absolute right to extend the term of this contract for an additional period of up to one hundred and twenty



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

MICHAEL STAPLETON  
9 MURRAY STREET  
NEW YORK NY 10007

Contract Number/Date  
4600008595 / 04/20/2011

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Item	Material	Unit	Description	Price per unit	Net value
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(120) days subsequent to the Expiration Date 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.

**TERMINATION:**

In addition to any other right of termination under this Agreement, this Contract may be terminated by the Port Authority with cause at any time during the term or extended term of this Contract or without cause upon 30 days written notice to the Contractor. The contractor shall have no right of termination except for cause. Termination shall be by certified mail.

QUESTIONS CONCERNING UNPAID INVOICES MUST BE ADDRESSED TO DISBURSEMENTS AT (201) 216-6372.

00010	Explosion Detection Canines	39,291.20
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The item covers the following services:

10	Explosion Detection Canine	39,291.20
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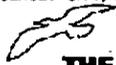
**39,291.20**

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*Robert E. Vest*  
**For Director,  
Procurement Department**

No change or addition to the terms of this purchase order shall be valid unless in writing and signed by the party to be charged; acceptance by the vendor is limited to the terms contained in this purchase order; and the agreement between the parties formed by this purchase order and the acceptance of the vendor may not be supplemented by course of dealing or usage of trade or by course of performance. Send invoice showing our PO number and vendor number to the Disbursements Section, Accounting Division, 1 PATH Plaza, JERSEY CITY, NJ 07306.

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 PO Number/Date  
 4300001806 / 11/03/2009



**THE PORT AUTHORITY OF NY & NJ**

1 Madison Avenue, 7th Floor, New York NY 10010

Vendor No. 113177  
 MICHAEL STAPLETON  
 ASSOCIATES  
 82 NEW YORK AVENUE  
 MASSAPEQUA NY 11758  
 Telephone#  
 Fax#

Our fax number  
 212-435-3925  
 Deliver to Address:  
 Brooklyn Piers  
 90 Columbus Street - STOCKROOM  
 Brooklyn NY 11201  
 Deliver to this address unless a different address is shown below.  
 Recipient: E.COSTELLO  
 Unloading Pt: NYMT/BP

**ACKNOWLEDGEMENT ORDER**

Notice: Unless otherwise provided, complete shipment of all items must be made in one delivery. Payments will not be made on partial deliveries unless authorized in advance by the party to be charged and discount will be taken on total order. Ship no goods C.O.D. or transportation charges collect, unless otherwise specified.

Payt. terms: Net 30 Days

Quantity	Description	Unit Price	Total
1.000 PU	Magnetometers and Hand Held Magnetic Wands  CONFIRMED ORDER, DO NOT DUPLICATE  Prices per Michael Stapleton Associates Invoice # PANY-01-09 dated 9/19/2009.  Facility Representative: Steve Zuccaro @ 718-330-2970  Your material number 113177  QUESTIONS CONCERNING UNPAID INVOICES MUST BE ADDRESSED TO DISBURSEMENTS AT (201) 216-6412.  Freight Terms FOB Delivery Point, Freight Incl. Contact person/Telephone Luz Santana/212-435-3949	5,980.00	5,980.00

Total Delivered Price In USD

5,980.00

Sales to the Port Authority, as an instrumentality of the states of New York and New Jersey, are exempt from taxation, in those two states, and from federal taxation, including excise taxes. Certificate of Registry for tax-free transactions under Chapter 32 of the Internal Revenue Code No. 13-730079K. The vendor therefore certifies that there are no such taxes included in the prices shown hereon. The vendor shall retain a copy of the purchase order to substantiate the exempt sales.

For Director,  
 Procurement Department

## TERMS AND CONDITIONS

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5. Unless the phrase "No substitute" is indicated, bidder may offer alternate manufacturer/brands, which shall be subject to Port Authority Approval. Please indicate details of product being offered with bid.
6. If the vendor fails to perform in accordance with the terms of this purchase order, the PA may obtain the goods or services from another contractor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the PA.
7. The vendor may subcontract the services including using a supplier for the furnishing of materials required hereunder, to such persons or entities as the Manager, Purchasing Services may from time to time expressly approve in writing. All further subcontracting shall also be subject to such approval.
8. Upon request, vendors are encouraged to extend the terms and conditions of this agreement with the PA to other government and quasi-government entities by separate agreement.
9. If the vendor's office set forth herein is not located in the states of New York or New Jersey, this agreement shall be construed in accordance with the laws of the State of New York, not including conflict of law provisions.
10. All notices in connection with this agreement shall be sent by the vendor to the Port Authority of NY & NJ, Manager, Purchasing Services Division, One Madison Ave. - 7th floor, New York, New York 10010.
11. The vendor shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Agreement, unless the vendor first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.