

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
150 GREENWICH STREET, 21ST FL.
NEW YORK, NY 10006

INVITATION FOR BID/PUBLIC BID OPENING

BID INFORMATION

ISSUED DATE: 3/25/2015

TITLE: INTEGRATED PEST MANAGEMENT SERVICES AT PORT
AUTHORITY NEW JERSEY FACILITIES – THREE YEAR
CONTRACT

BID NO.: 41830

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

BID DUE DATE: 4/7/2015

TIME: 11:00 AM

BUYER NAME: JOHN SANTIAGO

PHONE NO.: (201) 395-3416

FAX NO.: (201) 395-3425

EMAIL: John.Santiago@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 NO.)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION PARTNERSHIP INDIVIDUAL

OTHER (SPECIFY): _____

INVITATION FOR BID

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- 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, terminals 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, Atlantic City International, and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

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

2. Form and Submission of Bid

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

liabilities imposed upon it herein and expressly makes the representations and warranties required in this document.

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

3. Vendor Profile

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

4. Acknowledgment of Addenda

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

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

5. Firm Offer

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

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

6. Acceptance or Rejection of Bids

The acceptance of a Bid will be by a written notice signed by an authorized representative on behalf of the Authority. No other act of the Port Authority, its Commissioners, officers, agents or employees shall constitute acceptance of a Bid. The

Port Authority reserves the unqualified right, in its sole and absolute discretion, to reject any or all Bids or to accept any Bid, which in its judgment will best serve the public interest and to waive defects in any Bid. No rights accrue to any Bidder unless and until its Bid is accepted.

7. Bidder's Questions

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

8. Additional Information To and From Bidders

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

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

9. Union Jurisdiction

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

10. Assessment of Bid Requirements

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

11. Bidder's Prerequisites

Only Bids from Bidders that can satisfactorily demonstrate meeting the prerequisites specified within Part II hereof at the time of bid submission will be considered. By furnishing this document to the Bidder, the Port Authority has not made a determination that the Bidder has met the prerequisites or has otherwise been deemed qualified to perform the services. A determination that a Bidder has met the prerequisites is no assurance that it will be deemed qualified in connection with other bid requirements included herein.

12. Qualification Information

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

a. The Bidder may be required to demonstrate that it is financially capable of performing this Contract, and the determination of the Bidder's financial qualifications will be made by the Port Authority in its sole discretion. The Bidder shall submit such financial and other relevant information as may be required by the Port Authority from time to time including, but not limited to, the following:

1. (i) Certified financial statements, including applicable notes, reflecting the Bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the Bidder's most recent fiscal year.

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

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

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

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

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

the name of any other credit service to which the Bidder has furnished information, and the number, if any, assigned by such service to the Bidder's account.

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

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

13. Contractor's Integrity Provisions

By submitting a Bid, Bidders shall be deemed to have made the certifications contained in the clauses entitled "Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information," and "Non-Collusive Bidding, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees" contained within the Standard Terms and Conditions within these bid documents. If the Bidder is unable to make the certifications contained therein the Bidder shall submit a statement with its Bid explaining why any such certification(s)

cannot be made. Such a submission shall be submitted in a separate envelope along with your Bid, clearly marked "CERTIFICATION STATEMENT."

14. 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.

15. 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.

16. Pre-award Meeting

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

17. 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.

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

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

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

Women-Owned Business Enterprise (WBE) - means a business enterprise which is at least fifty one percent (51%) owned by one 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 or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

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

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

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

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

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

- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Bidder has utilized in the performance of its contracts.

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

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

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights (OBDCR), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at www.panynj.gov/supplierdiversity. In addition, to update your certification file and to advise OBDCR of changes to any information, please email these changes to certhelp@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7888.

19. 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 numbered section, the following definitions shall apply:

- a "Recovered Material" means 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" means 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" means 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" means 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" means 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" means any product that will result in less waste generated due to its use rather than another product designed to serve the same function with an greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

20. City Payroll Tax

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

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

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

21. 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>

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS,
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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. **Services Required**

Integrated Pest Management Services, as more fully described in Part V (the "Specifications")

2. **Locations Services Required**

The following locations are more fully described in the definition of "Facility" in the Specifications:

Holland Tunnel, Jersey City, NJ and New York, NY

Lincoln Tunnel, Weehawken, NJ and New York, NY

George Washington Bridge, Fort Lee, NJ

Port Authority Technical Center and 777 Jersey Avenue, Jersey City, NJ

Two Montgomery Street, Jersey City, NJ

3. **Expected Date of Commencement of Contract**

On or about April 15, 2015

4. **Contract Type**

Combination Lump Sum and Unit Price Service Contract

5. **Duration of Contract**

Three (3) years, to expire on or about April 14, 2018

6. **Extension Period**

Up to 120 Days Applicable

7. **Specific Bidder's Prerequisites**

Proof that the below prerequisites are met should be submitted with the bid:

- a. The Bidder shall have had at least three (3) years of continuous experience immediately prior to the date of submission of its bid in the management and operation of a Pesticide Applicator Business and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a cumulative total of at least three (3) years 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 prerequisite in subparagraphs (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.
- d. The Bidder shall have a current and valid Pesticide Applicator Business Registration from the New Jersey Department of Environmental Protection (NJDEP) qualifying the Bidder to perform all work required hereunder in the State of New Jersey. The Bidder shall also have a current and valid Pesticide Applicator Business Registration from the New York State Department of Environmental Conservation (NYSDEC) qualifying the Bidder to perform all work required hereunder in the State of New York. Provisional licenses and registrations are not acceptable.

8. Available Documents

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

Holland Tunnel Contract #4600008829

Port Authority Technical Center and 777 Jersey Avenue Contract #4600008828

These documents were not prepared for the purpose of providing information for Bidders upon the present 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/PATH makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or

pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority/PATH, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

9. Evaluation of Bids

The awarding of this Contract will be by the individual Sections below to the Qualified Bidder with the Lowest Three (3) Year Total Estimated Contract Price for each Section as follows:

Section I: Holland Tunnel

Section II: Lincoln Tunnel

Section III: George Washington Bridge

Section IV: Port Authority Technical Center and 777 Jersey Avenue

Section V: Two Montgomery Street

The Bidder is not required to submit a bid for each Section, but may submit a bid(s) for those Sections of choice.

10. 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 any subcontractors) 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. Costs for background checks for 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 (“Contractor”) hereby offers and agrees to provide all the necessary supervision, personnel, equipment, materials and all other things necessary to perform the Work required by this Contract as specified in Part II, and fully set forth in the Part V, (the “Specifications,”) at the location(s) listed in Part II and as more fully set forth in the Specifications, and to 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 (“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 (“Commencement Date”), and unless otherwise terminated, revoked or extended in accordance with the provisions hereof, shall expire as specified in Part II hereof (“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), either through an extension or an option (hereinafter collectively referred to as the “Option Period(s)”) following the Expiration Date, upon the same terms and conditions subject only to adjustments of charges, if applicable to this Contract, as may be hereinafter provided in the paragraph entitled “Price Adjustments”. If the Port Authority shall elect to exercise the Option(s) to extend this Contract, then, no later than thirty (30) days prior to the Expiration Date, the Port Authority shall send a notice that it is extending the Base Term of this Contract, and this Contract shall thereupon be extended for the applicable Option Period. If the Contract provides for more than one Option Period, the same procedure shall apply with regard to extending the term of this Contract for succeeding Option Periods.
- c) Unless specified as not applicable to this Contract in Part II hereof, the Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (“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 the term of Contract, the Port Authority will advise the Contractor, in writing, that the term is so extended, and will 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 timeframes 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 and the Purchase Order number. Payment will be made within thirty (30) days of Port Authority verification of the invoice.
- c) No certificate, payment, acceptance of any Work or any other act or omission of any representative of the Port Authority shall operate to (1) release the Contractor from any obligation under or upon this Contract, or to (2) estop the Port Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to (3) preclude the Port Authority from recovering any monies (a) paid in excess of those lawfully due or (b) to

which the Port Authority may be entitled on account of any damage sustained by the Port Authority.

- d) In the event an audit of received invoices should indicate that the correct sum due the Contractor for the relevant billing period is less than the amount actually paid by the Port Authority, the Contractor shall pay to the Port Authority the difference promptly upon receipt of the Port Authority's statement thereof. The Port Authority may, however, in its discretion elect to deduct said sum or sums from any subsequent monthly payments payable to the Contractor hereunder.

"Final Payment", as the term is used throughout this Contract, shall mean the final payment made for services rendered in the last month of the Base Term or any extended term. However should this Contract be terminated for any reason prior to the last month of the Base Term or any extended term, then Final Payment shall be the payment made for services rendered in the month during which such termination becomes effective.

The Contractor's acceptance of Final Payment shall act as a full and complete release to the Port Authority of all claims of and of all liability to the Contractor for all things done or furnished in connection with this Contract and for every act and neglect of the Port Authority and others relating to or arising out of this Contract, including claims arising out of breach of contract and claims based on claims of third persons. No payment, however, final or otherwise shall operate to release the Contractor from any obligations in connection with this Contract.

4. Liquidated Damages

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

- a) If the Contractor fails to perform or satisfactorily perform a monthly Service Visit at any Facility at the intervals required in the Specifications, then the compensation to the Contractor shall be reduced by two hundred percent (200%) of the corresponding monthly price for each Facility at which the Contractor fails to perform or satisfactorily perform the monthly Service Visit.
- b) If the Contractor fails to perform or satisfactorily perform a weekly Service Visit at the specified Facility areas of the Holland Tunnel, George Washington Bridge, and Port Authority Technical Center and 777 Jersey Avenue at the intervals required in the Specifications, then the compensation to the Contractor shall be reduced by two hundred percent (200%) of the corresponding weekly price for each Facility area at which the Contractor fails to perform or satisfactorily perform the weekly Service Visit.

- c) If the Contractor fails to perform or satisfactorily perform the required monthly mosquito abatement at a Facility hereunder in its entirety, then the monthly price shall be reduced by two hundred percent (200%) of the corresponding monthly price for Mosquito Abatement entered on the Pricing Sheet for such Facility.
- d) If the Contractor does not treat any area as required by the Specifications during the month where compensation would have been on a square-foot or per-hour basis, then the monthly compensation shall be reduced by multiplying the square footage of, or hours required on, the area not serviced by the square-foot or per-hour price as entered by the Contractor on the Pricing Sheet for such Facility and multiplying the result by two hundred percent (200%).
- e) If the Contractor fails to treat a tenant area or respond to Emergency Service within four (4) hours as requested by the Manager, then the monthly compensation shall be reduced by multiplying the hourly price for Emergency Service as inserted by the Contractor on the Pricing Sheet by two hundred percent (200%) for each hour or part thereof by which the response exceeds the time required.
- f) If the Contractor's employees fail to wear full and distinct uniforms displaying the Contractor's name and employee identification as described in the Specifications, then the monthly installment payable hereunder shall be reduced by fifty dollars (\$50) per employee per day of not wearing said uniform.
- g) If the Contractor's employees fail to carry an operational cellular phone and/or fail to respond to calls by the Manager within the required fifteen (15) minute response time, then the monthly installment payable hereunder shall be reduced by twenty-five dollars (\$25) for the initial failure of each employee to respond within the required time and for each hour thereafter for each employee that fails to respond.
- h) If the Contractor fails to provide the Manager with a Pesticide Usage Report on a quarterly basis at a date as set forth by the Manager, then the monthly installment payable hereunder shall be reduced by fifty dollars (\$50) for each day such reports are past due.
- h) If the Contractor fails to provide the Manager with a Bedbug Inspection Report as set forth herein then the monthly installment payable hereunder shall be reduced by fifty dollars (\$50) for each day such report is past due.
- i) If the Contractor fails to provide the Manager with any written report as set forth in the Specifications, then the monthly installment payable hereunder shall be reduced by fifty dollars (\$50) for each day such report is past due.

The Manager shall determine whether the Contractor has performed in a satisfactory manner and his or her determination shall be final, binding and conclusive upon the Contractor.

Failure of the Manager or the Port Authority to impose liquidated damages shall not be deemed (1) Port Authority acceptance of (a) unsatisfactory performance or of (b) a failure to perform on the part of the Contractor or (2) as a waiver by the Port Authority of its remedies hereunder.

5. 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 - \$ 2 million combined single limit per occurrence for bodily injury and property damage liability.

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

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

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

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

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

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

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

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

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

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

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. CITS#4706N

6. Increase and Decrease in Areas or Frequencies

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

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

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

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

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

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

7. Extra Work

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

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

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

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

"Labor" means laborers, mechanics, and other employees below the rank of supervisor, directly employed at the Site of the Work subject to the Manager or his/her 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" means 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 temporarily-installed and consumable materials as well as permanently-installed 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 temporarily-installed 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 constitute 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 five (5) business days following the receipt of written or verbal notice from the Manager or, in the case of an emergency as determined by the Manager, within twenty-four (24) hours following the receipt by the Contractor of the Manager’s written or oral notification. Where oral notification is provided hereunder, the Manager will 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, that 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)

3. PRICING SHEETS

Entry of Prices

- a. The prices quoted shall be written in figures, in ink (preferably in black ink) where required in the spaces provided on the Pricing Sheets 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 Sheets. Bidders are advised that the Items on the Pricing Sheets 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 Total Estimated Contract Price based upon the Monthly and Unit Prices inserted by the Bidder, which amount shall then govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated Contract Price column but omits to quote the appropriate Monthly Lump Sum or 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 Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year, including in the Estimated Annual Contract Price for the following years, if applicable, adjustments in the price due to a percentage increase or decrease for the years following the first year of the Contract to be inserted by the Bidder as described hereinbefore.

PRICING SHEETS

SECTION I - HOLLAND TUNNEL

YEAR 1

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Estimated Contract Price Year 1</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
3. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
4. Larvicide Application	\$ _____	x	24,480 Sq.Ft	=	\$ _____
5. Fogging Services	\$ _____	x	24,480 Sq.Ft	=	\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

A - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

YEAR 2

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Estimated Contract Price Year 2</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
3. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
4. Larvicide Application	\$ _____	x	24,480 Sq.Ft	=	\$ _____
5. Fogging Services	\$ _____	x	24,480 Sq.Ft	=	\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

B - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

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

PART IV - 5

SECTION I - HOLLAND TUNNEL (cont'd)

YEAR 3						Estimated Contract Price Year 3
Item	Monthly Lump Sum Price	x	Estimated Quantity	=		
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=		\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=		\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>			
3. Additional Service Visit	\$ _____	x	50 Hours	=		\$ _____
4. Larvicide Application	\$ _____	x	24,480 Sq.Ft	=		\$ _____
5. Fogging Services	\$ _____	x	24,480 Sq.Ft	=		\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=		\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=		\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=		\$ _____

C - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

A – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 \$ _____

B – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 \$ _____

C – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3 \$ _____

TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE
SECTION I – HOLLAND TUNNEL: \$ _____

SECTION II - LINCOLN TUNNEL

YEAR 1

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 1</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
4. Fogging Services	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____
A - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 (Sum of 1+2+3+4+5+6+7)					= \$ _____

YEAR 2

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 2</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
4. Fogging Services	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____
B - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 (Sum of 1+2+3+4+5+6+7)					= \$ _____

SECTION II - LINCOLN TUNNEL (cont'd)

YEAR 3

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 3</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
4. Fogging Services	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

C - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3
(Sum of 1+2+3+4+5+6+7) = \$ _____

A – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 \$ _____

B – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 \$ _____

C – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3 \$ _____

TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE SECTION II – LINCOLN TUNNEL: \$ _____

SECTION III - GEORGE WASHINGTON BRIDGE

YEAR 1

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 1</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>	=	
3. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
4. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

A - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1
(Sum of 1+2+3+4+5+6+7) = \$ _____

YEAR 2

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 2</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>	=	
3. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
4. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

B - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2
(Sum of 1+2+3+4+5+6+7) = \$ _____

SECTION III - GEORGE WASHINGTON BRIDGE (cont'd)

YEAR 3					Total Estimated Contract Price Year 3
Item	Monthly Lump Sum Price	x	Estimated Quantity	=	
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
3. Additional Service Visit	\$ _____	x	100 Hours	=	\$ _____
4. Larvicide Application	\$ _____	x	60,500 Sq.Ft	=	\$ _____
5. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
6. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
7. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____
C - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3					
(Sum of 1+2+3+4+5+6+7)					= \$ _____
A – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1					\$ _____
B – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2					\$ _____
C – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3					\$ _____
TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE					
SECTION III – GEORGE WASHINGTON BRIDGE:					\$ _____

SECTION IV - PORT AUTHORITY TECHNICAL CENTER (PATC) & 777 JERSEY AVE

YEAR 1

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 1</u>
1. PATC Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. 777 Jersey Ave Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
3. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>	x	<u>Estimated Quantity</u>	=	
4. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
5. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

A - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

YEAR 2

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 2</u>
1. PATC Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. 777 Jersey Ave Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
3. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>	x	<u>Estimated Quantity</u>	=	
4. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
5. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

B - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

SECTION IV - PORT AUTHORITY TECHNICAL CENTER (PATC) & 777 JERSEY AVE (cont'd)

YEAR 3

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 3</u>
1. PATC Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
2. 777 Jersey Ave Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
3. Weekly Lump Sum Price	\$ _____	x	52 Weeks	=	\$ _____

	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
4. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
5. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
6. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
7. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
8. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

C - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3
(Sum of 1+2+3+4+5+6+7+8) = \$ _____

A – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 \$ _____

B – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 \$ _____

C – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3 \$ _____

TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE
SECTION IV – PATC & 777 JERSEY AVENUE: \$ _____

SECTION V - TWO MONTGOMERY STREET

YEAR 1

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 1</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
4. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
5. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
6. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____
A - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 (Sum of 1+2+3+4+5+6)					= \$ <u> </u>

YEAR 2

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Total Estimated Contract Price Year 2</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
4. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
5. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
6. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____
B - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 (Sum of 1+2+3+4+5+6)					= \$ <u> </u>

SECTION V - TWO MONTGOMERY STREET (cont'd)

YEAR 3

<u>Item</u>	<u>Monthly Lump Sum Price</u>	x	<u>Estimated Quantity</u>	=	<u>Estimated Contract Price Year 3</u>
1. Monthly Lump Sum Price	\$ _____	x	12 Months	=	\$ _____
	<u>Hourly or Sq. Ft. Unit Price</u>		<u>Estimated Quantity</u>		
2. Additional Service Visit	\$ _____	x	50 Hours	=	\$ _____
3. Larvicide Application	\$ _____	x	1,000 Sq.Ft	=	\$ _____
4. Bed Bug Detection	\$ _____	x	50 Hours	=	\$ _____
5. Bed Bug Treatment	\$ _____	x	25 Hours	=	\$ _____
6. Emergency Service (Response within 4 Hours)	\$ _____	x	10 Hours	=	\$ _____

C - ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3
(Sum of 1+2+3+4+5+6) = \$ _____

A – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 1 \$ _____

B – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 2 \$ _____

C – ESTIMATED ANNUAL CONTRACT PRICE – YEAR 3 \$ _____

TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE
SECTION V – TWO MONTGOMERY STREET: \$ _____

4. PRICING SUMMARY

	<u>ESTIMATED 3 YEAR PRICE</u>
A. SECTION I – HOLLAND TUNNEL	\$ _____
B. SECTION II – LINCOLN TUNNEL	\$ _____
C. SECTION III – GEORGE WASHINGTON BRIDGE	\$ _____
D. SECTION IV – PATC AND 777 JERSEY AVENUE	\$ _____
E. SECTION V – TWO MONTGOMERY STREET	\$ _____

F. TOTAL ESTIMATED THREE-YEAR CONTRACT PRICE:

\$ _____
(Sum of A + B + C + D + E = F)

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Attachment I – Exterminator Sign-in and Report

PART V – SPECIFICATIONS

1. Specific Definitions

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

- a. The term "Exhibit(s)" means each and any of the Exhibits numbered I through V hereunder, each of which corresponds to Sections I through V, respectively, in the Part IV, Pricing Sheets.
- b. The term "Facility", unless otherwise specified, means the Port Authority Facilities listed in the Exhibits and the Pricing Sheets hereunder.
- c. The term "Inspection and Monitoring" means the physical inspection of each Facility location and the placement of monitoring devices. The process is based on surveillance and the interpretation of data to establish the pest population, treatment and/or recommendation for corrective action in a given area.
- d. The term "Manager," unless otherwise specified, means the respective General Manager or Manager of each Facility, acting personally or through his/her duly authorized representative, acting within the scope of the authority vested in him/her.
- e. The term "Mosquito Abatement", as further described herein, means the physical inspection of mosquito larvae, the planning for and reporting of its control, and the application of pesticides, baits and traps, etc.
- f. The term "NJDEP" means the New Jersey Department of Environmental Protection.
- g. The term "NYSDEC" means the New York State Department of Environmental Conservation.
- h. The terms "Pest Control Applicator(s)" or "Applicator(s)" mean an employee of the Contractor with at least three (3) years continuous work experience as a Certified Commercial Pesticide Applicator who possesses a current and valid Commercial Pesticide Applicator License registered with the NJDEP and the NYSDEC in the Categories of Work as specified herein for each State.
- i. The term "Service Visits" means the providing of all Integrated Pest Management Services and regular inspections related to the control of rodents and insects, as further described herein.
- j. The term "EPA" means the United States Environmental Protection Agency.

2. Work Required by the Specifications

The Contractor shall develop a comprehensive Integrated Pest Management (IPM) program based on these Specifications (within this Part V), to perform Integrated Pest Management Services. As part of this program, scheduled inspection and monitoring visits shall be established to identify infested areas and allow an objective assessment of pest population levels. The IPM program shall be based on surveillance and interpretation of data to estimate the pest population in a given area and to allow accurate decisions regarding when control measures are needed, the type of control measure(s) selected and the method of application. Control practices shall extend beyond the application of pesticides and shall predominantly include structural and procedural modifications which establish physical barriers to pests and which reduce the food, water and harborage available to them. Inspection and monitoring shall include all Work associated with the use of any pesticides, bait stations, glue-boards and traps, etc., as approved by the Manager. All such Work shall be conducted in accordance with the NJDEP and/or the NYSDEC, as applicable to the Facility areas being serviced, and in accordance with the EPA. For reference only, information may be found at the following sites:

NJS: <http://www.nj.gov/dep/enforcement/pcp/bpo.htm>

NYS: <http://nysipm.cornell.edu/default.asp>

EPA: <http://www.epa.gov/pesticides/about/aboutus.htm>

The Contractor shall provide all necessary supervision, personnel, equipment, materials and all other things necessary to perform monthly Service Visits based on the IPM for rodents and insects including, but not limited to, gnats, mosquitoes, fruit flies, bed bugs, drain flies, rats, mice and related species, for which the Contractor shall be compensated in accordance with the Monthly Lump Sum Price entered by the Contractor in the Pricing Sheets.

The Contractor is required to provide to the Manager a written report of each inspection performed, including sanitation and maintenance recommendations, at the conclusion of each Service Visit as further described herein.

If requested by the Manager, services such as the humane trapping and removal of wildlife including, but not limited to, raccoons, skunks, rabbits, squirrels, bats, birds, woodchucks, and opossums, shall be performed in accordance with an IPM developed by the Contractor and will be compensated in accordance with the "Extra Work" provisions of this Contract.

3. Service Visits

The Contractor shall use an IPM program to control all insects and rodents at the Facilities during the term of this Contract as follows:

- a. Once per month, the Contractor shall conduct a monthly Service Visit at all Facility areas listed in the Exhibits herein, with the exception of the specific areas as described in

Section 3(b) below. The Contractor shall allow at least twenty-five (25) calendar days, but no more than thirty-three (33) calendar days, to elapse between monthly Service Visits for each area. Compensation for the monthly Service Visit shall be in accordance with the Monthly Lump Sum Price entered by the Contractor on the Pricing Sheets, which shall be an all-inclusive price to include but not be limited to all materials, labor, supervision, equipment, and supplies.

- b. Once per week, the Contractor shall conduct a weekly Service Visit at the following specific areas: Holland Tunnel Cafeteria (Exhibit I); George Washington Bridge Administration Building Cafeteria Areas (Exhibit III); and Port Authority Technical Center and 777 Jersey Avenue Central Automotive and Central Stockroom Lunch Rooms (Exhibit IV). The Contractor shall allow at least four (4) calendar days but no more than seven (7) calendar days to elapse between weekly Service Visits for each area. Compensation for the weekly Service Visit will be in accordance with the Weekly Lump Sum Price entered by the Contractor on the Pricing Sheets, which shall be an all-inclusive price to include but not be limited to all materials, labor, supervision, equipment, and supplies.
- c. At the beginning of each Service Visit, the Contractor shall sign in on the Exterminator Sign-In and Report form (Attachment I) and shall review the Complaint Log Book located at the Manager's Office of each Facility. Upon completion of each Service Visit, the Contractor shall complete this form and sign/initial all entries.
- d. The Contractor shall furnish, provide, install and inspect all monitoring devices and bait stations used under this Contract and provide the Manager with a map of their locations. The Port Authority shall provide to the Contractor, at no charge, both the fly trap units and bulbs. The Contractor shall be responsible for the installation of the fly trap units and the changing of the bulbs, and all costs associated with this work shall be included in the Monthly Lump Sum Price.
- e. At each Service Visit, the Contractor shall indicate directly on each monitoring device and/or bait station the date the inspection was performed.
- f. At the conclusion of each Service Visit, the Contractor shall provide the Manager with an inspection report of each area, noting any infestation, treatment used, unsatisfactory sanitation conditions, harborage conditions, and recommendations for corrective action. The Port Authority will be responsible for correcting any unsatisfactory sanitation condition or harborage areas noted on the inspection report.
- g. In the event of infestation, the Contractor shall first use the least toxic methods, which may include, but are not limited to, the use of vacuums, glueboards or other non-toxic methods. If, in the opinion of the Contractor, pesticides must be used, the Contractor shall obtain the prior approval of the Manager.

4. Additional Hourly Service

When the Contractor is requested by the Manager to perform services in addition to the monthly Service Visit, for reasons other than the Contractor's poor performance, then the "Additional Service Visit" rate entered by the Contractor on the Pricing Sheets shall apply. This hourly rate shall be an all-inclusive price to include, but not be limited to, all materials, labor, supervision, equipment and supplies. The Contractor shall respond within twenty-four (24) hours to such requests. The hourly rate will begin upon the Contractor's arrival at the Facility to perform such services and will end upon completion of the Exterminator Sign-In and Report form.

5. Mosquito Abatement

The Contractor shall perform Mosquito Abatement Services on an on-call basis at all Facilities, with the exception of fogging services as described in Section 5 (e) below, and as required by the Manager during the term of this Contract as follows:

- a. Performance of physical inspections of areas at the Facility to identify potential mosquito breeding sites;
- b. Preparation of a written action plan (also referred to hereunder as an "inspection report") to control/eliminate mosquito breeding sites, including, but not limited to a map of mosquito breeding locations noting any harborage conditions and recommendations for corrective action for the Manager's review and approval;
- c. Performance of larval and adult mosquito counts;
- d. Application of biological larvicides to wet areas in the event of mosquito infestation, with the Manager's prior approval. Compensation for these services shall be in accordance with the Square Foot Unit Price for the Larvicide Application entered by the Contractor on the Pricing Sheets, which shall include, but not be limited to, materials, labor, supervision, equipment and supplies;
- e. Fogging services to control adult mosquitoes with the use of pesticides, which are Port Authority approved and deemed necessary by the Manager, only at the Holland Tunnel and Lincoln Tunnel in accordance with all current regulations of the NJDEP and NYSDEC, as applicable, and the EPA. Compensation for these services shall be in accordance with the Square Foot Unit Price for Fogging Services entered by the Contractor on the Pricing Sheets, which shall include, but not be limited to, materials, labor, supervision, equipment and supplies.

6. Call-back Service

For any Facility herein, if a call-back service is needed, as determined by the Manager, due to an infestation in an area that, under this Contract, the Contractor had previously inspected

during any service required herein and for which the Contractor did not note an infestation, unsanitary condition and/or harborage and/or failed to service as required, then the Contractor shall respond and treat the area within twenty-four (24) hours to complete a call-back Service Visit. There shall be no additional charge to the Port Authority for a call-back service.

The Contractor is responsible for retreatment, if necessary, unless any construction, excavation, landscaping or other circumstance not created by the Contractor has occurred, at which time the Port Authority will ask for retreatment of the area affected. Compensation for any call-back service that does not fall under the categories listed in the preceding paragraph for which the Contractor shall not be entitled to payment, shall be in accordance with the applicable price for the related service entered by the Contractor on the Pricing Sheets, which shall include, but not be limited to, all materials, labor, supervision, equipment and supplies.

7. Emergency Service

For any Facility herein, in the event the Manager has determined an emergency condition exists, the Contractor shall perform an Emergency Service Visit at the Facility within four (4) hours notice to the Contractor of such emergency. Compensation shall be in accordance with the Emergency Service Hourly Price entered on the Pricing Sheets. The Hourly Price shall commence upon the Contractor's arrival at the Facility to perform such services.

Upon award of Contract, the Contractor shall provide the Manager with at least two (2) emergency contacts and cellular phone numbers of employees who shall respond to emergency service. The Contractor shall provide the Manager with an updated list of contact information as necessary.

8. Detection and Treatment of Bed Bugs

The Contractor shall, at the direction of the Manager, provide bed bug detection services utilizing dogs trained for the detection of bed bugs. A verbal report shall be rendered to the Manager immediately following the inspection, with a written Bedbug Inspection Report following within twenty-four (24) hours. Compensation for bed bug detection services shall be at the Hourly Price entered by the Contractor on the Pricing Sheets. This Hourly Price shall be an all-inclusive price to include, but not be limited to, materials, labor, trained dogs, equipment and supplies.

Treatment services for bed bugs shall be performed at the direction of the Manager. The Contractor shall perform treatment by using mechanical or other non-chemical or non-toxic chemical methods. Compensation for bed bug treatment services shall be at the Hourly Price entered by the Contractor on the Pricing Sheets. This Hourly Price shall be an all-inclusive price to include, but not be limited to, materials, labor, equipment and supplies.

9. Scheduling of Work

The services required under this Contract require a Pesticide Applicator to provide the monthly and weekly Service Visits from Monday through Friday between the hours of 7:00 a.m. and 3:00 p.m., except at PATC & 777 Jersey Avenue and the Holland Tunnel when the Pesticide Applicator shall provide Service Visits between 7:00 a.m. and 2:30 p.m. Additionally, emergency services may require a Pesticide Applicator to perform services required hereunder at any time, twenty-four (24) hours per day, seven (7) days per week, including Saturdays, Sundays and Holidays, upon four (4) hours notice by the Manager. No work is to be performed outside these hours or on Holidays unless permitted or directed by the Manager or his/her duly authorized representative. The Contractor shall submit a work schedule detailing when each area will be serviced and the number of hours per week scheduled.

10. Pesticides, Baits and Traps, etc. Supplied by the Contractor

The Contractor shall comply with the following requirements:

- a. All pesticides must be used and applied in accordance with the manufacturer's label and directions, and in accordance with current regulations of the NJDEP and NYSDEC, as applicable, and the EPA.
- b. No rodent and insect control material, equipment, or appliance, with the exception of unused bait stations and glueboards, shall be stored or kept at the Facility when the Contractor is not working there without prior approval from the Manager. The Contractor, however, assumes the risk of loss and damage to any such material, equipment or appliance stored at the Facility. The materials, formulations, equipment, and appliances used at or brought on the Facility by the Contractor may be examined and checked by the Manager to see that only materials, formulations, equipment and appliances acceptable to the Manager are utilized.
- c. No fumigation shall be performed without written permission of the Manager.
- d. Cafeteria and lavatory areas of the Port Authority Technical Center (Exhibit IV) may require placement of gnat traps for gnats, fruit flies or drain flies.
- e. Without limiting the generality of any other provision of this Contract, including, without limitation, the provisions of the section titled, "Standard Contract Terms and Conditions" of the Contract, the Contractor shall abide by the codes, rules and regulations of the NJDEP for work performed in New Jersey, the NYSDEC for work performed in New York, and the EPA for work performed in both States as Federal regulation pertain thereto.
- f. The Contractor shall not use solutions, compounds, mixtures, or formulations of banned poisons, as indicated in the EPA's most current publication. The Contractor shall use only Federal approved pesticides and New York and/or New Jersey State approved pesticides, as applicable.

- g. The foregoing provisions of this Section shall not be construed to preclude the use by the Contractor of pesticides which, from time-to-time, and at any time, may receive approval for use by the EPA, the NJDEP and/or the NYSDEC, as applicable. The Contractor shall not, however, use pesticides not approved in advance by the Manager and the Port Authority's Inspection and Safety Division.
- h. The Contractor must submit, prior to the commencement of work and during the course of this Contract, Material Safety Data Sheets, Technical Specification Sheets and Sample Labels for each and every chemical to be used at the Facility. The Material Safety Data Sheets, Technical Specification Sheets and Sample Labels must be submitted to the respective Facility Manager.
- i. Evidence of compliance with any of the above shall be made available upon request of the Manager.

11. Rodents and Rodent Burrows

The Contractor shall remove and dispose of all dead and dying rodents found in accessible areas, and all rodent burrows shall be filled in with soil, provided by the Port Authority, during Service Visits or upon the request of the Manager, at no additional cost to the Port Authority, within twenty-four (24) hours. In the event that noxious odors are present as a result of dead rodents, the Contractor shall apply, within twenty-four (24) hours of receipt of notice by the Manager, an effective deodorizing agent approved by the Port Authority's Inspection and Safety Division at no additional cost to the Port Authority.

12. Pesticide Usage Report

The Contractor shall submit to the Manager, in writing, the pesticides that the Contractor intends to use during the course of this Contract. The Contractor shall further submit, in writing, a quarterly record of the pesticides the Contractor has used. Such quarterly record shall also include the quantity of each pesticide used and shall be submitted to the respective Facility Manager.

13. Personnel Requirements

Upon Contract award and prior to commencement of work, the Contractor will be required to submit proof to the Manager that the Pest Control Applicator(s) performing Work under this Contract meet the required NJDEP and NYSDEC qualifications and licensing. Proof must be in the form of a copy of their Commercial Pesticide Applicator License(s). These licenses must be current for the duration of the Contract, including any option periods or extensions, if applicable and exercised. Copies of Applicators' Commercial Pesticide Applicator

License(s) shall be submitted to the Manager for any new Applicator assigned to the Facility. Pest Control Applicators holding a provisional certification are not acceptable.

For work under this Contract in the State of New Jersey, at least one (1) Pest Control Applicator must have at least three (3) years of continuous work experience as a Certified Commercial Pesticide Applicator registered with the NJDEP in Categories of Work 7A (general and household pest control) and 8A (general public health), and in Category 8B (mosquito control) if the Applicator is required to perform mosquito abatement services.

For work under this Contract in the State of New York, at least one (1) Pest Control Applicator must have at least three (3) years of continuous work experience as a Certified Commercial Pesticide Applicator registered with the NYSDEC in Categories of Work 7A (structural and rodent control) and 8 (public health pest control), and in 5B (aquatic insect and miscellaneous aquatic organisms control) if the Applicator is required to perform mosquito abatement services hereunder.

The Manager shall have the right to approve or reject any Pest Control Applicator that the Contractor proposes to utilize under this Contract. In the event that any employee is unsatisfactory to the Manager, then that employee shall be promptly removed from the Facility and replaced by an employee satisfactory to Manager.

14. Cellular Phones for Contractor's Personnel

All Certified Commercial Pesticide Applicator(s) performing the services required hereunder shall be required to carry an operational cellular phone (to be provided at the Contractor's expense) at all times while conducting work at the Facilities. Phone contact information shall be provided to the Manager, and Applicators shall respond to all phone calls from the Manager within fifteen (15) minutes.

15. Contract Specific Uniform Requirements

The Contractor shall provide full and distinctive uniforms to each employee, who shall wear said uniforms at all times while performing work under this Contract. Uniforms shall conspicuously bear the Contractor's identification badge or woven insignia and shall be subject at all times to the Manager's approval. In addition, the employees shall carry Contractor employee photo identification cards while performing work at the Facility. Additionally, employees shall carry State or government issued photo identification, such as a valid driver's license.

16. Water Supplied by the Port Authority

All reasonably required amounts of water will be made available to the Contractor by the Port Authority from such existing specific water system outlet and supplies as the Manager

selects without cost to the Contractor for the water it consumes. All water shall be carefully conserved and protected from contamination through the use of approved backflow devices or air gaps.

17. Orientation

The Port Authority will provide one (1) initial escort to the Contractor at the beginning of this Contract to familiarize its employees with the Facility areas specified herein. For any Facility areas that require escorts, as deemed necessary by the Manager, Port Authority personnel will escort Contractor employees performing the required services. For any Facility areas that do not require escorts as deemed necessary by the Manager, the Contractor shall provide all needed orientation for its employees performing the required services.

EXHIBIT I
HOLLAND TUNNEL
13TH AND PROVOST STREETS
JERSEY CITY, NJ 07302

<u>BUILDING/AREA OR LOCATION</u>	<u>GENERAL DESCRIPTION</u>	<u>APPROXIMATE SIZE (SQUARE FEET)</u>
Administration Building - First Floor	Locker Rooms, Garage Areas, Offices, Lavatory, Boiler and Pump Rooms, Storage Rooms, and Transmitter Room	2,849
Administration Building – Second Floor	Offices and Lavatories	3,024
Administration Building – Third Floor	Storage Rooms, Offices and Lavatories	773
New Jersey Service Garage – First Floor	Maintenance Offices, Shops, Garage Area, Cafeteria, and Locker Rooms, Tunnel System Controller's desk area	19,025
New Jersey Service Garage - Second Floor	Lavatories, Storage Rooms, Miscellaneous Rooms, Offices, Locker Rooms, and Lounge/Reserve Rooms	17,408
New York Emergency Garage	Locker Rooms, Reserve Rooms, Lavatories Garage Areas, Fire Marshall Room, and Boiler Room	2,367
Post #19	Police Booth, Lavatories and Locker Room	1,625
New Jersey Toll Plaza - First Floor	Refuse Room, Lavatories, Stairways, and Hazardous Materials Room	474
	Nine (9) Toll Booths	1,200
New Jersey Toll Plaza - Second Floor	Reserve Room, HVAC Room, Miscellaneous Rooms, and Closets	492
New Jersey Toll Plaza - Third Floor	Miscellaneous Rooms, Locker Rooms, Reserve Rooms, Lavatory, and Closet	5,168
Blue Storage Building – (Interior)		37,000
Post #20	Police Booth	100

EXHIBIT I (cont'd)
HOLLAND TUNNEL
13TH AND PROVOST STREETS
JERSEY CITY, NJ 07302

<u>BUILDING/AREA OR LOCATION</u>	<u>GENERAL DESCRIPTION</u>	<u>APPROXIMATE SIZE (SQUARE FEET)</u>
Parking Area and Parking Lot		4,130
Rear Yard of Service Garages		4,350
Toll Plaza Area		14,400
New York Field Office – Second Floor	Room #1 Sgt. Desk/Office, Room #2 Reserve Room/Kitchen, Reserve Room, Room #3 Police Male Lavatory, Room #4 Police Lockup, Room #5 Police Female Locker, Lavatory and Corridor	2,428
New York Field Office – Third Floor	Room #1 Captain’s Office, Room #2 Admin/Safe Office, Room #3 Sgt. Locker Room, Room #4 Locker Room, Lavatory and Corridor	2,138
St. John’s Rotary	Exterior Landscaped Areas	17,000
New York Plaza	Exterior Landscaped Areas	50,000

MOSQUITO ABATEMENT

<u>Pump Room Locations</u>	<u>Approximate Size (Square Feet)</u>
<u>South Tunnel Portal Entrance</u>	
*Sump surface area	120
**Pump room floor	120
<u>South Tunnel Portal Exit</u>	
Sump surface Area	120
Pump room floor	120
<u>NY Land Building South</u>	
Sump surface area	1,085
Pump room floor	1,085
<u>NY River Building South</u>	
Sump surface area	648
Pump room floor	648

*Sump surface square footage is the area for the application of biological larvicides hereunder.
 **Pump room floor square footage is the area for fogging services if/when necessary hereunder.

EXHIBIT I (cont'd)
HOLLAND TUNNEL
13TH AND PROVOST STREETS
JERSEY CITY, NJ 07302

MOSQUITO ABATEMENT

<u>Pump Room Locations</u>	<u>Approximate Size</u> (Square Feet)
<u>NJ Land Building South</u>	
Sump surface area	600
Pump room floor	600
<u>NJ River Building South</u>	
Sump surface area	706
Pump room floor	706
<u>NJ Land Building North</u>	
Sump surface area	600
Pump room floor	600
<u>NJ River Building North</u>	
Sump surface area	621
Pump room floor	621
<u>NY Land Building North</u>	
Sump surface area	1,152
Pump room floor	1,152
<u>NY River Building North</u>	
Sump surface area	888
Pump room floor	888
<u>North Tunnel Portal Entrance</u>	
Sump surface area	100
Pump room floor	100
<u>North Tunnel Portal Exit</u>	
Sump surface area	240
Pump room floor	240
<u>Mid-River</u>	
Sump surface area	160
Pump room floor	160

*Sump surface square footage is the area for the application of biological larvicides hereunder.
 **Pump room floor square footage is the area for fogging services if/when necessary hereunder.

EXHIBIT II
LINCOLN TUNNEL
500 BOULEVARD EAST
WEEHAWKEN, NJ 07087

<u>BUILDING/AREA OR LOCATION</u>	<u>GENERAL DESCRIPTION</u>	<u>APPROXIMATE SIZE (SQUARE FEET)</u>
New Jersey Administration Building - (Three Floors)	Offices, Cafeteria/Kitchen Area, Locker Rooms, Lavatories, Lounges, Maintenance Shop Areas, Boiler Room, Garage Area, Lunch Room, and Storage Areas	37,500
New Jersey Vent Building – North - Center (Areas on First and Sixth Floors)	First Floor: Locker Room and Lavatory Sixth Floor: Control Room Lavatory and Kitchen Area	2,140
Galvin Plaza (New Jersey Side)	Reserve Room, Lavatory and Police Post 19	200
New Jersey Emergency Garage (Two Floors)	Kitchen Areas, Offices, Garage, Lavatory, Locker Room, and Office	6,000
New York Emergency Garage	Office Areas, Kitchen, Reserve Room, Locker Room, Lavatory, Garage Area, Storage Area, and Police Booth Post 24	4,500
New Jersey Tolls Area	Toll House, Lounges/Reserve Rooms/Lavatories, Police Booth Post 18, Truck Check Room, Toll Booths (14), Passageways, Locker Room, and Miscellaneous Rooms	13,500
New Jersey Administration Service Garage	Open Outside Area, Shops, Yards, Sheds, Snow Room, and Kitchen Area	5,000
	Under Helix: Two (2) Construction Trailers Dumpster Area and Pit Area	8,000

EXHIBIT II (cont'd)
LINCOLN TUNNEL
500 BOULEVARD EAST

MOSQUITO ABATEMENT

<u>Pump Room Locations</u>	<u>Approximate Size (sq. ft.)</u>
<u>NJ Plaza Sump Room / Crossover</u>	
*Sump surface area	10,000
**Pump room floor	10,000
<u>Dyer Plaza</u>	
Sump Surface Area	25,000
Pump room floor	25,000
<u>Galvin Plaza</u>	
Sump Surface Area	15,000
Pump room floor	15,000
<u>NJ Vent Building North and Center</u>	
Sump Surface Area	1,500
Pump room floor	1,500
<u>New York River</u>	
Sump Surface Area	1,500
Pump room floor	1,500
<u>New York Vent South</u>	
Sump Surface Area	1,500
Pump room floor	1,500
<u>33rd Street</u>	
Sump Surface Area	1,000
Pump room floor	1,000
<u>36th Street</u>	
Sump Surface Area	1,000
Pump room floor	1,000
<u>39th Street</u>	
Sump Surface Area	1,000
Pump room floor	1,000
<u>North Tunnel Mid River</u>	
Sump Surface Area	1,000
Pump room floor	1,000
<u>Center Tunnel Mid River</u>	
Sump Surface Area	1,000
Pump room floor	1,000
<u>South Tunnel Mid River</u>	
Sump Surface Area	1,000
Pump room floor	1,000

*Sump surface square footage is the area for the application of biological larvicides hereunder.

**Pump room floor square footage is the area for fogging services if/when necessary hereunder.

EXHIBIT III
GEORGE WASHINGTON BRIDGE
BRUCE REYNOLDS BOULEVARD, FORT LEE, NJ 07024

<u>BUILDING/AREA OR LOCATION</u>	<u>GENERAL DESCRIPTION</u>	<u>APPROXIMATE SIZE (SQUARE FEET)</u>
New Jersey Adm. Administration Building (Three Floors)	Offices, Locker Rooms, Lavatories, Reserve Rooms, Corridors, Reception Areas, Miscellaneous Rooms, Cafeteria, Kitchen Area, Stairways, Auto Shop, Maintenance Shops, Storage Areas, and Lower Level Toll House	57,600
	Surrounding Exterior Areas	50,000
	Lower Level Tunnel to Lower Level Toll Lane Walkway	2,500
Main Toll House (2 Floors)	Miscellaneous Rooms, Lavatories, and Reserve Rooms	75,248
Main Toll Booths (12) and Canopy		9,600
Main Tolls Police Booth		50
Main Toll Exterior Area And Parking Lot		15,000
Lower Level Toll Booths (12)		1,200
Lower Level Police Booth		100
Palisades Interstate Parkway (P.I.P) Toll House (2 Floors)		5,200
P.I.P. Toll Booths (7)		700
P.I.P. Post 11 Police Building (2 floors)		2,948
P.I.P. Exterior Area and Parking Lot		10,000
P.I.P. Walkway from P.I.P. Parking Lot to Toll Lanes		3,800
Hudson Terrace-Bridge Painters Shop and Surrounding Areas		9,600
Hudson Terrace Switchgear Room and Surrounding Areas		3,000

EXHIBIT IV**PORT AUTHORITY TECHNICAL CENTER, & 777 JERSEY AVE.****241 ERIE STREET****JERSEY CITY, NJ 07310-1397**

BUILDING/AREA OR LOCATION	GENERAL DESCRIPTION	APPROXIMATE SIZE (SQUARE FEET)
PATC Building Exterior Including Parking Areas		43,000
First Floor Area	Shops, Laboratory, Offices, Lunch Rooms, Locker Rooms, Lavatories, Lobbies, Storage Areas, Stairways, Garages, and Loading Docks	85,724
Second Floor Area	Offices, Medical Clinic, Training Facilities, Laboratories, Cafeteria (6,236 Sq. Ft.), Lavatories and lunchrooms	103,669
Third Floor Area	Offices, Police Desk, Emergency Operations Center, Elevators, Stairways, Conference Rooms, Locker and Lavatory facilities, Classrooms, Tactical Training Area and lunchrooms	116,153
Port Authority Property Located at 777 Jersey Avenue Jersey City, NJ 07310 (Referred to herein as “777 Jersey Avenue”)	Automotive Shops (CAD) Stock Storage Areas (Central Stockroom), Offices, Lunch Rooms (Central Automotive 750 sq. ft., Central Stockroom 288 sq. ft.), Lavatories, Locker Room, Storage Areas and Loading Docks	80,027
Parking Area	Surrounding 777 Jersey Ave.	40,000
Adjacent Parking Lots	Parking Lot #1 (Adjacent to 777 Jersey Ave)	26,550
Remote Parking Lot #2	17 th Street between Coles St. & Jersey Ave. (including Guard Booth)	81,300

EXHIBIT V
TWO MONTGOMERY STREET
JERSEY CITY, NJ

<u>BUILDING/AREA OR LOCATION</u>	<u>GENERAL DESCRIPTION</u>	<u>APPROXIMATE SIZE (SQUARE FEET)</u>
1st Floor	Lobby, elevators, unoccupied retail space, loading dock.	30,000
2 nd Floor	Offices, lavatories, lunch rooms	30,000
3rd Floor	Offices, lavatories, lunch rooms	30,000
4 th Floor	Offices, lavatories, lunch rooms	30,000
5 th Floor	Offices, lavatories, lunch rooms	30,000

EXTERMINATOR SIGN-IN AND REPORT

PA 3032 / 08-10

Contractor		Facility		Port Authority/or Tenant Location		Date
Signature of Exterminator	Date	Time		Page Numbers of Building or Treated Area	Unsanitary Conditions or Procedures Noted by Exterminating Contractor	
		In	Out			
_____	__/__/__	:	:			
Signature		<input type="checkbox"/> am	<input type="checkbox"/> am			
		<input type="checkbox"/> pm	<input type="checkbox"/> pm			
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