

THE PORT AUTHORITY OF NY & NJ

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

**REQUEST FOR PRE-QUALIFICATIONS (RFQ)
FEBRUARY 2, 2012**

**TITLE: REQUEST FOR PRE-QUALIFICATIONS FOR MULTI-FACILITY SECURITY
SYSTEM(S) PURCHASE, INSTALLATION, INTEGRATION, AND MAINTENANCE**

NUMBER: 25692 – RE-ISSUED (REVISED PREREQUISITES & ATTACHMENT B)

**FIRMS THAT HAVE ALREADY SUBMITTED THEIR PREQUALIFICATION
RESPONSES ON OR BEFORE SEPTEMBER 14, 2011 NEED NOT RE-SUBMIT.**

SUBMIT QUALIFICATIONS BY THE DUE DATE AND TIME TO THE ABOVE ADDRESS

QUALIFICATION DUE DATE: FEBRUARY 28, 2012, 2:00 PM

QUESTIONS SHALL BE SUBMITTED BY: FEBRUARY 13, 2013, 2:00 PM

BUYER NAME: JEANETTE ANDERSON

PHONE#: (201) 395-3430

FAX#: (201) 395-3425

EMAIL: Jeanette.Anderson@panynj.gov

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

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

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

2) Project Description

The Authority seeks to prequalify firms (hereinafter, “Respondent” or “Respondents”) to submit proposals for Multi Facility Security Systems Purchase, Installation, Integration, and Maintenance. **Only firm(s) prequalified according to the standards specified herein will be eligible to respond to a currently anticipated Request for Proposal (“RFP”) for the services summarized in this section.**

It is anticipated but it is not guaranteed that the work required by the Contracts will include, but may not necessarily be limited to the following:

- Design, purchase, infrastructure construction, system installation and integration (software and hardware), commissioning, testing, training, warranty maintenance and extended maintenance for open architecture, fully-integrated, Security Systems at any Agency facility. Security Systems will include but will not be limited to physical computerized security systems, including, but not limited to access control and alarm monitoring, indoor and outdoor intrusion detection, credential and document management systems, Closed-Circuit Television (CCTV) control and display of live and recorded surveillance and assessment video, video analytics, intercom and public address display systems, data mining , and network/communications infrastructure. Additionally, database knowledge

that include but is not limited to Microsoft (MS), Microsoft Structured Query Language (SQL), VMware ESX 4.x server virtualization and Storage Area Network (SAN) technology.

- Contracts may also include requirements to supply software/hardware integration of equipment and systems, devices, material and appurtenances; to install/upgrade infrastructure to meet security system requirements; to acquire, integrate and stage security equipment and ancillary materials; to procure, install, and integrate security sensor system; to provide training in security system operation, application system administration, and maintenance; to prepare and deliver sealed as-built drawings and all other record documentation for Security Systems designed and built for the Authority in accordance with the requirements of the Contract; and to perform or arrange for logistics support of the installed security system. These projects may require extensive new infrastructure necessary to implement the security systems and may include the installation of conduit, field distribution cabinets, drainage and erosion control, grading, trenching, power and signal cabling, signed and sealed drawings, and pedestal installation.
- The Prospective Systems Integrator(s) is invited to propose to qualify to deliver small to large sized (approximately \$250K to \$9M) security technology projects and systems, as described herein. The Port Authority will, as a result of this Request for Pre-qualifications, maintain two separate lists of qualifying Contractors for each product set. Each list shall be further sub-divided into three categories per set for contract amounts ranging between \$250 thousand and \$9 million:

Product Sets

Access Control and Alarm Monitoring Technologies - The Port Authority routinely utilizes Lenel Access Control and Alarm Monitoring systems, and all qualifiers must demonstrate experience in such delivery or integration/interface with such products.

Digital Video View, Control, and Recording Technologies - The Port Authority routinely utilizes Verint, Nextiva Closed Circuit Camera View, Control, Video Analytics and Video Recording systems, and all qualifiers must demonstrate experience in such delivery or integration with such products.

A. Contract Amounts

The Port Authority may approve Contractors for the following categories of contract amounts:

Category A - Contract amounts ranging between \$250 thousand and \$1 million

Category B - Contract amounts ranging between \$250 thousand and \$3 million

Category C - Contract amounts ranging between \$250 thousand and \$9 million.

B. Contract Schedule

It is presently anticipated but it is not guaranteed that solicitation documents for these Contracts will be available to pre-qualified Contractors starting January 2012 through December 2015.

3) Prequalification Acceptance or Rejection

Notification as to whether a Respondent has been pre-qualified will be made only by a notice in writing by the Authority and mailed or delivered to the office of the designated company contact in its response to this RFPQ.

Qualification hereunder will be based upon the documentation submitted by Respondent as required herein.

As more fully provided hereinafter, all determinations as to prequalification are subject to further review the Authority reserves the right at any time to modify, waive, or vary the terms and conditions of this Request for Prequalification Information.

The Port Authority reserves the right, in its sole and absolute discretion, to elect not to solicit proposals only from Respondents prequalified pursuant to this Request for Prequalification Information and to prequalify additional Respondents and /or to enter into a contract for the performance of the Work in such a manner as it may deem in the public interest.

4) Qualification Standards:

Note that the Authority intends to prequalify integrators **based only** on their experience in providing **Multi Facility Security Systems, Purchase, Installation, Integration, and Maintenance**, according to the criteria set forth herein.

Using the forms provided as **Attachment B** hereof, supporting documentation must be submitted in a clear and concise manner as part of the Respondent's Prequalification response.

- a) The Security Integrator Respondent must have a minimum of seven (7) years continuous business operations experience with security systems, immediately prior to the date of submission of its response to this RFPQ in the, purchase, installation, system integration (software and hardware), commissioning, testing, training, warranty and maintenance.

The experience shall include integration of these systems and other open architecture security systems for detecting, assessing, tracking, notifying and aiding in the response to detect threats, as outlined in **Project Description Section 2**.

If the Security Integrator Respondent cannot meet this requirement, the Port Authority will consider the experience of the person(s) or entity(ies) owning and controlling the Integrator in the management and operation of a business actually engaged in providing these services to commercial, industrial or governmental accounts under contract during that time, or that of entities owned and controlled by such as individual(s) or entity(ies) which has actually engaged in providing the above-described services during that time period.

- b) During the time period stated in (a) above, the Integrator, or persons or entities owning and controlling the Respondent, should have satisfactorily completed as a prime contractor or joint

venture, a minimum of **two (2) contracts** of size, type, scope, and complexity as described in **Project Description, Section 2**. All **two (2) contracts** shall be for security system(s) installed in the continental United States with one contract demonstrating a security system that has been in operation and under maintenance by the Contractor for at least one year (within the last five (5) years). At least one (1) of these contracts shall show the prospective Contractors' ability to manage two or more simultaneous security system installations at different locations. In addition, at least one of these installations shall meet the requirements expressed in Project Description, **Section 2**. Furthermore, the system shall, at a minimum, be in satisfactory operation for the most recent twelve (12) consecutive months.

- c) The Security System Integrator is invited to propose to qualify in **one or up to two categories** by providing proof of agreement with the product manufacturer that the Integrator(s) is a qualified agent that is licensed by the product manufacturer and permitted to render and/or supply equipment and services in the New York/ New Jersey area. Proof of experience, licensing, and staff certification from the manufacturer listed in the following two categories:
- Lenel Systems International A UTC Fire and Security Company (Access Control, Alarm Monitoring System, ID Credentialing and all other software and hardware functions including contact-less smart card and biometric readers), The contractor shall demonstrate that they possess in addition to manufactures certifications actual experience in migration of a Lenel Enterprise system to an Agency wide centralized PRO-I system solution
 - Verint Nextiva Video Systems Inc. (Closed Circuit Camera Control, Display, Video Analytics, and Digital Video Recording System)
- d) The Respondent shall demonstrate that it has an established local working office to support the necessary labor and materials needed to meet or exceed a four-hour maintenance response time at any of the Agency facilities.

In the event a joint venture submits pre-qualification information, the foregoing prerequisites must be met as follows:

- *With respect to Section 4, Qualification Standards, Subparagraphs (a), (b), (c), and (e): If the joint venture is considered legal by the software and hardware manufacturers, the entity must meet the requirements; if a common law joint venture, one member must meet them.*
- With respect to Part II, Paragraph A, Subparagraph (d): Either the legal entity's earnings or the cumulative earnings of a common law joint venture members may meet the requirement
- If a common law joint venture submits a Proposal, it and all participants in the joint venture shall be bound jointly and severally and each such participant of the joint venture shall execute the Proposal and do each act and thing required therein. On the Contract Signature Sheet and wherever else the Contractor's name would appear, the name of the

joint venture and the names of all participants must be listed followed by the words “acting jointly and severally”.

5) Submission Instructions

a) Deadline for Receipt of Prequalification Responses:

The due date specified on the cover page is the Prequalification Response Due Date. **Closing of due date is 2:00 P.M.**, Eastern Daylight Time

If your Response is to be delivered by messenger, please note that only individuals with valid photo identification will be permitted access to the Authority’s offices. Messengers without valid identification will be turned away and their packages not accepted.

The Authority assumes no responsibility for delays caused by any delivery service.

b) Submission Instructions:

1) The Respondent shall submit:

- one (1) reproducible original (containing original signatures and clearly designated as such);
- nine (9) double-sided, bound copies;
- ten (10) CDs containing electronic copies.

Submission shall be on or before the due date and time in accordance with the information on the cover page of this RFPQ and sent or delivered to the address specified on the cover page. Responses shall be submitted in recyclable format and contain only information requested hereunder.

Each copy of the response as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer’s name and address along with the title of this RFPQ, this RFPQ number and the Response Due Date.

Note that there is any difference between the CD and paper copy, the paper copy takes precedence.

2) Address the submission to:

Port Authority of New York and New Jersey
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
Attn: Jeanette Anderson

3) Communications: All communications concerning this RFQ should be directed to the buyers listed on the cover page. All questions regarding this RFPQ should be submitted in writing

to the buyers at the email addresses listed on the cover page no later than 2:00 p.m. Eastern Daylight Time on the date specified on the cover page.

Neither the buyers nor any employee of the Authority is authorized to interpret the RFPQ, or to give additional information as to its requirements; such interpretation or additional information will only be given by written addendum to this RFPQ.

6) Submission Requirements

In order to expedite the evaluation of prequalification submissions, the Respondent's response to this RFPQ shall follow the format and order of items, using the same paragraph identifiers, as set forth below. Respondents shall submit the following:

a) Letter of Transmittal

The Respondent shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in meeting the standards set forth in this RFPQ. This letter shall include a statement on whether the Respondent is submitting a response as a single entity, a joint venture, or is partnering with another firm in a prime/subcontracting relationship. In all cases, information required for a single entity is required for each participant in a joint venture.

The Letter of Transmittal shall contain:

- 1) Name, physical address, and URL address of the Respondent and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Respondent;
- 2) Name(s), title(s), email addresses and telephone number(s) of the individual(s) who are authorized to respond to questions from the Authority;
- 3) Name, title, email address and telephone number of two (2) contact persons (primary & backup) to which the Authority can address questions or issues related to this RFPQ;
- 4) Name and address of proposed subcontractors, if any;
- 5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Prequalification Responses;

If a partnership: a statement of the names and residences of its partners, indicating which are general and which are special partners;

If an individual: a statement of residence;

If a joint venture: information on each of the parties consistent with the information requested above; if the Contract is awarded to a common law joint venture (a partnership of business entities) each member will be jointly and severally liable under the Contract.

b) **Executive Summary**

The Respondent shall submit a summary presenting the major features of its response and how the response satisfies the standards contained in this RFPQ, as well as the special competencies and expertise of the Respondent to meet the requirements of this RFPQ. Such summary shall not exceed two (2) 8.5 x 11 pages.

c) **Agreement on Terms of Discussion**

The Respondent shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Respondent, which is included as **Attachment A** and shall be submitted by the Respondent without any alterations or deviations. Any Respondent who fails to sign the "Agreement on Terms of Discussion" will not have its Response reviewed. If the Respondent is a joint venture, an authorized representative of each party must sign the Agreement.

d) **Certifications With Respect to the Contractor's Integrity Provisions**

The Respondent, by signing the Letter of Transmittal, makes the certifications in the "Contractor's Integrity Provisions," included as **Attachment C** to this RFPQ. If the Respondent cannot make any such certifications, it shall enclose an explanation of that inability ("Certification Statement").

All respondents must meet the Authority's standards for integrity and responsibility and will undergo Authority integrity review during the prequalification process. The inability to make such certifications will not in and of itself disqualify a respondent and in each instance the Authority will evaluate the reasons therefor provided by the Respondent.

e) **Background Qualifications Questionnaire**

The Respondent shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, sub-consultants and vendors that will provide services at the World Trade Center Site under any contract awarded to Respondent for the services that are the subject of the RFPQ and who are known to the Respondent at the time of RFPQ and/or proposal submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip

f) **Documentation of Qualifications**

Using **Attachment B** hereof, the Respondent shall submit documentation to demonstrate that it meets the Qualification standards included in Section 4 (QualificationStandards), above.

g) **Non-Disclosure and Confidentiality Agreements**

Respondents should complete and sign the Non-Disclosure and Confidentiality Agreements attached as the Appendix hereto.

h) **Financial Information**

Respondents should include the following information in their responses:

Can your Firm provide a Performance and Payment Bond for the maximum amount set forth above?

Yes No

Indicate approximate total bonding capacity: _____

Indicate name of your proposed surety company and name, address and phone number of agent:

➤ Name: _____

➤ Address: _____

➤ Telephone No. _____

Respondent shall submit letter from its surety documenting the surety’s willingness to issue the required bond if the Respondent is awarded the Contract contemplated by this RFPQ.

i) **Additional Information**

At any time after the opening of the responses, the Authority may request additional information regarding qualifications.

7) Waiver of Defects-Rejection of Submittals

The Authority in its sole and absolute discretion reserves the right to waive defects in any submission in response to this RFPQ.

8) Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by any Respondent with any liability, or held personally liable to

any Respondent under any term or provision of this RFPQ, or because of any decision to qualify or not qualify any Respondent.

ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion (“Agreement”), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority’s Freedom of Information Policy and Procedure adopted by the Port Authority’s Board of Commissioners on November 20, 2008, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

ATTACHMENT B – QUALIFICATION REQUIREMENTS

General Note – All customer references must be employees of that company.

- a. The Security Integrator Respondent must have a minimum of seven (7) years continuous business operations experience with security systems, immediately prior to the date of submission of its response to this RFPQ in the, purchase, , installation, system integration (software and hardware), commissioning, testing, training, warranty and maintenance.

The experience shall include integration of these systems and other open architecture security systems for detecting, assessing, tracking, notifying and aiding in the response to detect threats, as outlined in **Project Description, Section 2.**

#	Customer Company Name	Description of Services Provided	Timeframe Start (MM/YYYY)	Timeframe End (MM/YYYY)
1				
2				
3				
4				
5				

CONTACTS FOR CUSTOMER 1 – 5 ABOVE

#		Contact - Name	Contact - Email	Contact - Phone
1	Prime			
	Alt			
2	Prime			
	Alt			
3	Prime			
	Alt			
4	Prime			
	Alt			
5	Prime			
	Alt			

Attach additional sheets as needed.

- b. During the time period stated in (a) above, the Integrator, or persons or entities owning and controlling the Respondent, should have satisfactorily completed as a prime contractor or joint venture, a minimum of **two (2) contracts** of size, type, scope, and complexity as described in **Project Description, Section 2**. All **two (2) contracts** shall be for Lenel Access Control and or Verint Nextiva security system(s) installed in the continental United States with one contract demonstrating a security system that has been in operation and under maintenance by the Contractor for at least one year (within the last five (5) years). At least one (1) of these contracts shall show the prospective Contractors' ability to manage two or more simultaneous security system installations at different locations. In addition, at least one of these installations shall meet the requirements expressed in **Project Description, included Section 2**. Furthermore, the system shall, at a minimum be in satisfactory operation for the most recent twelve (12) consecutive months.

Requirement	Contract #1	Contract #2
	Customer Company Name _____ (fill in)	Customer Company Name _____ (fill in)
Contract Duration (Dates)		
	Respond Y or N	Respond Y or N
Contract within the last 7 Years	<input type="checkbox"/>	<input type="checkbox"/>
Security System installed in the Continental United States	<input type="checkbox"/>	<input type="checkbox"/>
Contract Valued at no less than \$1 million range	<input type="checkbox"/>	<input type="checkbox"/>
Contract Valued at no less than \$6 million range	<input type="checkbox"/>	<input type="checkbox"/>
Contract Valued at no less than \$9 million range	<input type="checkbox"/>	<input type="checkbox"/>
Lenel System International (Access Control, Alarm Monitoring, ID Credentialing)	<input type="checkbox"/>	<input type="checkbox"/>
Verint (CCTV, video analytics, and digital recording system)	<input type="checkbox"/>	<input type="checkbox"/>
Contract Duration (Dates)	<input type="checkbox"/>	<input type="checkbox"/>
Purchase	<input type="checkbox"/>	<input type="checkbox"/>

Installation	<input type="checkbox"/>	<input type="checkbox"/>
Testing	<input type="checkbox"/>	<input type="checkbox"/>
System Integration (software & hardware)	<input type="checkbox"/>	<input type="checkbox"/>
Training	<input type="checkbox"/>	<input type="checkbox"/>
Maintaining Equipment	<input type="checkbox"/>	<input type="checkbox"/>
One of these contracts shall demonstrate the ability to manage two or more simultaneous security system installations at different locations.	<input type="checkbox"/>	<input type="checkbox"/>
One of these contracts shall demonstrate similar Lenel Access Control and or Verint Nextiva CCTV security system maintenance services of similar scope and complexity have a contract amount of at least: <ul style="list-style-type: none"> • \$250 thousand for \$250 Thousand for \$2 Million range contract. • At least \$700 Thousand for the \$250 thousand to 3 Million range • At least \$4 Million for the \$250 Thousand to \$9 Million range 	<input type="checkbox"/>	<input type="checkbox"/>

c. The Security System Integrator is invited to propose to qualify in **one or up to two categories** by providing, proof of agreement with the product manufacturer that the Integrator(s) is a qualified agent licensed and permitted to render and/or supply equipment and services, in New York /New Jersey area in writing on the manufacturer’s letterhead. Proof of experience to deliver the service including licensing and staff certification from the manufacturer or manufacturers listed in the following three categories:

- Lenel Systems International (Access Control, Alarm Monitoring System, ID Credentialing and all other software and hardware functions including contact-less smart card and biometric readers), The contractor shall demonstrate that they possess in addition to manufactures certifications actual experience in migration of a Lenel Enterprise system to an Agency wide centralized PRO-I system solution
- Verint Nextiva Video Systems Inc. (Closed Circuit Camera Control, Display, Video Analytics, and Digital Video Recording System)

CATEGORIES	PROOF OF AGREEMENT	PROOF OF EXPERIENCE, LICENSING AND STAFF CERTIFICATIONS FOR MANUFACTURERS PRODUCT (MUST BE PROVIDED IN MANUFACTURER LETTERHEAD	QUALIFYING FOR: A. UPTO 1 MILLION RANGE B. UPTO 3 MILLION RANGE C. UPTO 9 MILLION RANGE PROVIDE DOCUMENTATION	CERTIFIED IN NY AND NJ
Lenel Systems International (Access Control, Alarm Monitoring System, ID Credentialing				
Verint Nextiva Video Systems Inc. (Closed Circuit Camera Control, Display, Video				

d. The Respondent shall demonstrate that it has an established local working office to support the necessary labor and materials needed to meet or exceed a four-hour maintenance response time at ny of the Agency facilities.

Company Name	Address	Telephone Number

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT C – CONTRACTOR’S INTEGRITY PROVISIONS

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

By bidding on this Contract, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Proposer and each parent and/or affiliate of the Proposer has not, to the best of its knowledge and belief, unless otherwise noted:

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

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

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

- The prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- The prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Proposer prior to the official opening of such bid to any other Proposer or to any competitor;
- No attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- This organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled “Proposer’s Questions”), nor does this organization have any knowledge of any act on the part of an Authority

employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and

- No person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business has been employed or retained by the Proposer to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency.
- The Proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Proposer cannot make the foregoing certifications, the Proposer shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Proposer is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

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

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

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

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

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

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

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

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

opportunity. Such term shall not include compensation contemplated by this Contract or any other Port Authority contract. Where used herein, the term "Port Authority" shall be deemed to include all subsidiaries of the Port Authority.

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

In addition, during the term of this contract, the Proposer shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

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

E. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

CCTV – Close Circuit Television

MS – Microsoft

PISM Situation Awareness Platform Software Solution

SAN – Storage Network Technology

SQL – Microsoft Structured Query Language

F. Conflict Of Interest

During the term of this Agreement, you shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for your own services to the Authority) to which it is contemplated the Authority may become a party or participate in any way in the review or resolution of a claim in connection with such a contract, if you have substantial financial interest in the contractor or potential contractor of the Authority or if you have an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall you at any time take any other action which might be viewed as or give the appearance of a conflict of interest on your part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion or if you have reason to believe such an arrangement may be the subject of future discussion, or if you have any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and your participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if you have reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest you shall immediately inform the Director in writing of such situation giving the full details thereof. Unless you receive the specific written approval of the Director, you shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by you of a portion of your services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of your said service is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of your services not be performed by you, reserving the right, however, to have the services performed by others and reserving the right to reduce the lump sum compensation as he/she may deem reasonable in his/her sole discretion. Your execution of this Agreement shall constitute a representation by you that at the time of such execution you know of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on your part.

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN

(_____)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2012, by and between THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____ (address) (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with _____ (insert description of project/work) (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

WHEREAS, the Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has existing and significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project site and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected information and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the “**Parties**”) acknowledge that in order for Recipient to undertake its duties and/or obligations with regard to its involvement in the Project, the Port Authority may provide Recipient or certain of its Related Parties (as defined below) certain information in the possession of the Port Authority, which may contain or include confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, relating to the Project or its occupants or other matters, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, Recipient recognizes and acknowledges that providing unauthorized access to, or disclosing such information to third parties in violation of the terms of this Agreement could compromise or undermine the existing or future guidelines, techniques and procedures implemented for the protection against terrorist acts or for law enforcement, investigation and prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential, privileged, classified,

commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such information to Recipient and certain Related Parties, the Recipient has agreed to enter into this Agreement with respect to the handling and use of such information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the provision by Port Authority of Information for Project Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Recipient and each Related Party that receives such Information, the Recipient and each such Related Party agrees, as follows:

1. **Defined Terms.** In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below:

(a) **“Authorized Disclosure”** means the disclosure of Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential Information strictly for Project Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing a form of Acknowledgment as set forth in Exhibit A; and (ii) as to Confidential Privileged Information, only to the extent expressly approved in writing and in advance by the Port Authority, and then only the particular Confidential Privileged Information that is required to accomplish an essential element of the Project.

(b) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged Information, and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such Information is confidential, privileged, sensitive or proprietary in nature. The term Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others. The following Information shall not constitute Confidential Information for the purpose of this Agreement:

(i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Confidential Information.

(ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.

(c) **“Confidential Privileged Information”** means and includes collectively, (i) any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **“Confidential Proprietary Information”** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

(e) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of Confidential Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

(f) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002 (42 U.S.C. §5195c(e)) and any rules or regulations enacted pursuant thereto, including, without limitation, the Office of the Secretary, Department of Homeland Security Rules and Regulations, 6 C.F.R. Part 29 (6 U.S.C. §131-134). CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations.

(g) **“Information”** means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(h) **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities, systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **“Port Authority Handbook”** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **“Project Purposes”** means the use of Confidential Information strictly and only for purposes related to Recipient’s and its Related Parties’ participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(k) **“Related Party”** and **“Related Parties”** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **“Sensitive Security Information”** has the definition and requirements set forth in the Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

2. **Use of Confidential Information.** All Confidential Information shall be used by the Recipient in accordance with the following requirements:

(a) All Confidential Information shall be held in confidence and shall be processed, treated, disclosed and used by the Recipient and its Related Parties only for Project Purposes and in accordance with the Confidentiality Control Procedures established pursuant to Paragraph 2(c), below, including, without limitation, the Port Authority Handbook, receipt of which is acknowledged by Recipient and shall be acknowledged in writing by each Related Party by signing the Acknowledgment attached hereto as Exhibit A, and applicable legal requirements. Confidential Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this Agreement relating to Confidential Information may result in penalties and other enforcement or corrective action as set forth in such statutes and regulations, including, without limitation, the issuance of orders requiring retrieval of Sensitive Security Information and Critical Infrastructure Information to remedy unauthorized disclosure and to cease future unauthorized disclosure and (ii) pursuant to the aforementioned Federal Regulations, including, without limitation, 49 C.F.R. §§ 15.17 and 1520.17, any such violation thereof or mishandling of information therein defined may constitute grounds for a civil penalty and other enforcement or corrective action by the United States Department of Transportation and the United States Department of Homeland Security, and appropriate personnel actions for Federal employees.

(c) Recipient and each Related Party covenants to the Port Authority that it has established, promulgated and implemented Confidentiality Control Procedures for identification, handling, receipt, care, and storage of Confidential Information to control and safeguard against any violation of the requirements of this Agreement and against any unauthorized access, disclosure, modification, loss or misuse of Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential Information shall be disclosed only to those persons and entities authorized to receive such Information as an Authorized Disclosure under this Agreement and applicable Confidentiality Control Procedures. The Confidentiality Control Procedures shall, at a minimum, adhere to, and shall not be inconsistent with, the procedures and practices established in the Port Authority Handbook.

(d) The Port Authority may request in writing that the Recipient or any Related Parties apply different or more stringent controls on the handling, care, storage and disclosure of particular items of Confidential Information as a precondition for its disclosure. The Port Authority may decline any request by the Recipient or any of its Related Parties to provide such item of Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

(e) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Confidential Information to the Recipient or its Related Parties, whether or not the requirements of this Agreement are otherwise satisfied. However, if such Confidential Information is provided and accepted, the Recipient and its Related Parties shall abide by the terms, conditions and requirements of this Agreement.

(f) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Confidential Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(g) As to all Confidential Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests.** If a subpoena, discovery request, Court Order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Confidential Information as is legally required to be disclosed. If at any time Confidential Information is disclosed in violation of this Agreement, the Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the Port Authority at Recipient's expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the Recipient and all Related Parties. The Recipient may request in writing that the Port Authority consent to destruction of Confidential Information, writings and materials in lieu of delivery thereof to the Port Authority. The Port Authority shall not unreasonably withhold its consent to such request. If the Port Authority consents to such destruction, the Recipient and each Related Party shall deliver to the Port Authority a written certification by Recipient and such Related Party that such Confidential Information, writings and materials have been so destroyed within such period as may be imposed by the Port Authority. Notwithstanding the foregoing, to the extent required for legal or compliance purposes, the Recipient may retain a copy of Confidential Information, provided that (a) the Port Authority is notified in writing of such retention, and (b) Recipient continues to abide by the requirements of this Agreement with respect to the protection of such Confidential Information.

5. **Duration and Survival of Confidentiality Obligations.** The obligations under this Agreement shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the Port Authority.

6. **Severability.** Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

7. **Injunctive and Other Relief.** Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Confidential Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall

have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. “**Port Authority Legislation**” shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

9. **Notices.** Any notice, demand or other communication (each, a “**notice**”) that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Paragraph 9.

If to the Port

Authority: The Port Authority of New York and New Jersey
225 Park Avenue South, __th Floor
New York, NY 10003

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003
Attn: General Counsel

If to the Recipient:

with a copy to: _____

10. **Entire Agreement.** This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

12. **Parties Bound.** This Agreement shall be binding upon the Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver an Acknowledgement hereof.

13. **Authority.** The undersigned individual(s) executing this Agreement on behalf of the Recipient below represent(s) that they are authorized to execute this Agreement on behalf of the Recipient and to legally bind such party.

14. **Disclosure of Ownership Rights or License.** Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

15. **No Liability.** Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by the Recipient with any liability, or held liable to the Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

16. **Construction.** This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such Sections.

[No further text on this page; signatures appear on next page]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Dated: New York, New York
_____, _____

RECIPIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____ (Title) of _____ (name of entity), a _____ (type of entity and jurisdiction of formation) (“**Related Party**”), located at _____ (address of entity), and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of _____ (describe scope of work of Related Party) in connection with _____ (describe Project) for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated _____, _____, between _____ (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signed: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) (“**Related Party**”), am employed as a(n) _____(job title) by _____ (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated _____, _____ (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, marked information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for Confidential Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signed: _____
Print Name: _____
Title: _____
Date: _____