



THE PORT AUTHORITY OF NY & NJ

**PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FL.
NEW YORK, NY 10010**

REQUEST FOR PREQUALIFICATION INFORMATION (RFPQI)

**TITLE: MULTI-FACILITY SECURITY SYSTEM(S) DESIGN, PURCHASE,
CONSTRUCTION, INSTALLATION, INTEGRATION AND
ON-SITE MAINTENANCE FOR LARGE PROJECTS**

NUMBER: 9575

**SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE
ADDRESS**

PREQUALIFICATION INFORMATION DUE DATE: OPEN

BUYER NAME: Jeanette Santos

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THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

REQUEST FOR QUALIFICATION INFORMATION

FOR MULTI-FACILITY SECURITY SYSTEM(S) DESIGN, PURCHASE, CONSTRUCTION, INSTALLATION, INTEGRATION, AND ON SITE MAINTENANCE FOR LARGE PROJECTS

I. General Information

The Port Authority of New York and New Jersey (“the Port Authority” or “the Authority”) is 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. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including, but not limited to, four major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the PATH rapid transit system, the Hoboken-lower Manhattan ferry service, the World Trade Center site, and certain New York-New Jersey port facilities.

The Port Authority of New York and New Jersey (hereinafter referred to as “the Authority”) seeks to pre-qualify prospective proposers to submit proposals for MultiFacility Security Systems Design, Purchase, Construction, Installation, Integration, and On-Site Maintenance For Large Projects hereinafter referred to as “the Contracts” at various Port Authority facilities.

Projects may receive funding in part from federal grants from Federal Aviation Administration’s Airport Improvement Program (AIP), Transportation Security Administration, Federal Transportation Administration, Office of Domestic Preparedness, Department of Homeland Security and other federal agencies and will follow appropriate federal guidelines. This RFPQI shall remain open and in effect for the duration of its use. Proposers must submit and be approved 30 days prior to project RFP or Low Bid Solicitation being released.

A. PROJECT INFORMATION

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:

1. Design, purchase, site mobilization, infrastructure construction, system installation and integration (software and hardware), commissioning, testing, training, warranty maintenance and extended maintenance for open system, 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, intrusion detection, Closed-Circuit Television (CCTV) control and

display of live and recorded surveillance and assessment video, intercom and public address, and network/communications infrastructure.

The Prospective Systems Integrator(s) is invited to propose to qualify to deliver large sized (approximately \$30M) security technology projects and systems, as described herein. The Port Authority will, as a result of this Request for Qualifications, maintain three lists for product sets:

Product Sets

- i. 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. Proof of experience, licensing, and staff certifications with the manufacturers described above must be provided on manufacturer's letterhead.
- ii. Digital Video View, Control, and Recording Technologies - The Port Authority routinely utilizes Verint/Loronix Closed Circuit Camera View, Control, and Video Recording systems, and all qualifiers must demonstrate experience in such delivery or integration/interface with such products. Proof of experience, licensing, and staff certifications with the manufacturers described above must be provided on the manufacturer's letterhead.
- iii. In addition, there are a number of other specific technologies currently under consideration by the Port Authority, that may be deployed and interfaced with existing security systems. These technologies include biometric and contact-less smart card access control readers and contact-less smart cards (for identity verification and badging), and related communications equipment for which qualification is also sought. Proof of experience, licensing, and staff certifications for additional specific technologies must be provided where applicable on the manufacturer's letterhead.

Contract Amount

- iv. The Authority requires that prospective contractors qualify with yearly revenue of \$45M.

The Contract will 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, system administration, and maintenance; to prepare and deliver 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 and pedestal installation.

B. Estimated Total Contract Cost

The Authority currently estimates that the Work required by the Contracts will be between \$250K and \$30 million per project.

C. Contract Schedule

It is presently anticipated but it is not guaranteed that RFP Documents or bid documents for these Contracts will be available to pre-qualified proposers by February 2006 through December 2008.

D. General Requirements:

1. The Authority will accept proposals on the Contracts only from pre-qualified proposer. Notwithstanding pre-qualification to propose, qualified proposers will be required to submit certain additional information with their proposals and, if so required, shall submit further information after the submission of proposals, all as will be stated in the Requests for Proposals. The Authority reserves the right at any time to modify, waive or vary the terms and conditions of this Request for Qualification Information.

2. Each Contractor will be required to furnish a Performance and Payment Bond for each awarded Contract in a penal sum equal to the full amount of the proposal.

3.. The Authority will entertain requests for pre-qualification from joint ventures. If a joint venture is pre-qualified to submit proposals, or if two or more entities separately pre-qualified to bid elect to submit a proposal as a joint venture, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the proposal and awarded contract.

4. The prospective proposer is obligated to comply with all relevant clauses and provisions incorporated into the Contract and with the security policies and procedures set forth in the “Port Authority of NY & NJ’s Security Handbook” and federal guidelines and requirements where applicable. Security requirements are a material condition of each Contract. Each Contract shall be subject to immediate termination for default when it has been determined that a failure to comply with the security requirements of the Contract resulted from willful misconduct or lack of good faith.

5. Each Contractor shall be obligated to deliver and install Security Systems in accordance with all applicable requirements of established codes, standards, and local, state, and federal laws. The Security Systems shall meet the most stringent of the National Electrical Code, the New York City Building Code, the New York City Electrical Code, and the BOCA National Building Code.

E. SUBMISSION INSTRUCTIONS

1. Notification: Following receipt of the required information, prequalification will be made by the Director, Purchasing Services Division, of the Port Authority of New York and New Jersey (hereinafter, the “Assistant Director”). The Director will indicate in writing if the firm has been prequalified to submit a proposal in response to the RFP’s.

2. Required Pre-Qualifications.

To be considered, Proposers shall submit a complete response to this RFPQI, using the format provided in PART II. The signatures shall be by an official authorized to bind the Proposer.

3 Initial Deadline for Receipt of Pre-Qualification.

The initial due date specified on the cover page is the Pre-Qualification Information Due Date. Closing of due date is 2:00 P.M., Eastern Daylight Savings Time (EDT).

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

4 Submission of Pre-Qualification Information.

One reproducible original, clearly designated as such, and fifteen (15) copies and one electronic copy shall be submitted in an envelope or other packaging all of which shall be conspicuously marked with the Firm's name and address along with the Title of the Pre-Qualification Request, the Collective Number and the Pre-Qualification Due Date. If more than one envelope or package is submitted, each envelope or package shall be likewise marked.

5. Communications Regarding this Pre-Qualification.

All contact with the Authority regarding this RFPQI shall be directed to the Principal Contracts Specialist listed on the cover page. The Principal Contracts Specialist is authorized only to direct the attention of Proposers to various portions of the Pre-Qualification Request so that they may read and interpret such portions themselves. Neither the Principal Contracts Specialist nor any employee or representative of the Port Authority is authorized to give an interpretation of any portion of the RFPQI or give information as to the requirements of the RFPQI in addition to that contained in the RFPQI. Interpretation of the RFPQI or additional information as to its requirements, where necessary, shall be communicated to Proposers only by written addendum issued over the name of the Manager, Purchasing Services Division, which addendum shall be considered part of the RFPQI.

6. Prequalification.

Prequalification shall be only by mailing to or delivering at the office designated by the Proposer in its qualifications submittal a notice in writing specifically signed by an authorized representative on behalf of the Authority. No other act of the Authority, its Commissioners, officers, agents or employees shall constitute prequalifications.

THIS DOCUMENT PROVIDES PRE-QUALIFICATION INFORMATION AND PRE-QUALIFICATION INSTRUCTIONS ONLY. THIS IS NOT A REQUEST FOR PROPOSALS (RFP).

END OF PART I

II. PREQUALIFICATION REQUIREMENTS (PREREQUISITES)

A. Prospective Security System Integration Companies must comply with the following prequalification requirements (not their subcontractors). Supporting documentation must be submitted in a clear and concise manner to the Port Authority at the time the pre-qualification document is submitted, for Port Authority review and approval.

1. The prospective proposer must have satisfactorily completed as a prime or part of a joint venture or subcontractor, a minimum of two (2) contracts of size, type, scope, and complexity (as described in Section I A and B) security integration contracts within the last five (5) years. Both of these contracts shall be for security system(s) installed in the Continental United States. At least one (1) of these contracts shall show the prospective proposers' ability to manage two (2) or more simultaneous security system installations at different facilities. One of the 1.A. and B. installations shall be in satisfactory operation for the last twelve (12) consecutive months, minimum. The prospective proposer shall indicate if the work involved installing a new security system(s), or an upgrading or replacement of an existing security system(s). The contracts must reflect work that was performed directly by the prospective proposer or by a sub-contractor under direct supervision of the prospective proposer. The Prospective Systems Integrator(s) may fulfill this prerequisite by submitting documentation, which demonstrates that the persons owning and controlling the Prospective Systems Integrator(s) have a cumulative total of at least the same number of years and type of direct continuous experience.

2. The prospective proposer is invited to propose to qualify in any one of, or all three categories by providing proof of experience, licensing, and staff certification with the manufacturers with which they are associated. The categories are A.) Lenel Systems International (Access Control and Alarm Monitoring System), B.) Verint (Loronix Video Systems) Inc. (Closed Circuit Camera Control, Display, and Digital Video Management and Recording System), and C.) Other Manufacturers include biometric access control readers and contact-less smart cards and readers (for identity verification and badging), related communications equipment. Other manufacturers do not include access control, alarm monitoring, closed circuit camera display, control, and digital video recording systems.

3. The prospective proposer must be able to obtain a U.S. Treasury Department listed Performance and Payment Bond for the amount of \$30 million. Submit a letter from your surety.

4. The prospective proposer must have a minimum of ten (10) years continuous business operations experience with security systems, immediately prior to the submission date for this RFPQI in the design, purchase, site mobilization, construction, installation, system integration (software and hardware), commissioning, testing, training, warranty maintenance and extended maintenance of Security Systems. The experience can include integration of these systems and other open security systems for the purpose of detecting, assessing, tracking, notifying and aiding in the response to detected threats, in accordance with the scope of work outlined in Attachment A.

5. The prospective proposer or its proposed sub-contractor must have access to and shall provide when required principal(s) that are able to deliver Professional Engineer(s) stamped drawings by Professional Engineer(s) licensed to practice in both New York and New Jersey. Submit information to demonstrate a minimum of five (5) years experience (including technical, production and implementation experience), within its or its engineering organization, in multi-discipline engineering design services which included computer hardware components and communication networks, electrical, electronic, mechanical, structural, civil and traffic design services consisting of design, calculations, drawing and technical specifications.

5. The prospective proposer shall demonstrate that it has earned gross revenues of at least \$45 Million for the last calendar year or fiscal year from the type of services described herein.

6. The prospective proposer shall demonstrate satisfactory performance of at least one (1) contract for similar security system maintenance services of similar scope and complexity having a contract amount of at least \$6 Million. The base security system shall be in operation and under maintenance for at least one year.

7. The prospective proposer shall demonstrate that it has an established 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.

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

- a. With respect to Part II, Paragraph A, Subparagraphs (1), (2) (3), (4), (6), (7) :If the joint venture is legal entity, the entity must meet the requirements; if a common law joint venture, one member must meet them.
- b. . With respect to Part II, Paragraph A, Subparagraph (5): Either the legal entity's earnings or the cumulative earnings of a common law joint venture members may meet the requirement
- c. 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 thereunder. On the Contract Signature Sheet and wherever else the Proposer'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".

B. The prospective proposer must also submit the information requested on the attached Schedule A.

C. Good Faith Effort

The Proposer shall use every good-faith effort to provide for meaningful participation by certified Minority Business Enterprises (MBEs) and certified Women-owned Business Enterprises (WBEs), in all purchasing, subcontracting and ancillary service opportunities associated with this Contract, including purchase of equipment, supplies and labor services.

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

1. Dividing the services and materials to be procured into small portions, where feasible.
2. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBEs/WBEs as may be appropriate.
3. Soliciting services and materials, to be procured, from the Directory of MBEs/WBEs, a copy of which can be obtained by contacting the Economic Development Department's Business and Job Opportunity unit at (212) 435-7819, or seeking MBE/WBEs from other sources.
4. Insuring that provision is made to provide progress payments to MBEs/WBEs on a timely basis.

In addition, The Proposer shall make every good-faith effort to include 12 percent participation by Minority Business Enterprises and 5 percent participation by Women-Owned Business Enterprises in all procurement and subcontracting opportunities associated with each Contract, including purchase of equipment, supplies and labor services. On contracts and procurement receiving Department of Transportation federal funds the Proposer shall comply with all the requirements of the federally mandated Disadvantage Business Enterprise (DBE) program 49CFRPart26. The Proposer shall make every good faith effort to include The Port Authority's overall goal for FY 2006 of 16.4% of all AIP assisted procurements.

D. Pre-Qualification Submission Requirements.

In order to expedite the evaluation of pre-qualifications, the Proposer's response to this RFPQI must follow the format and order of items, using the same paragraph identifiers, as set forth below. Proposers and, if applicable, each common law Joint Venture participant shall submit the following:

1. Letter of Transmittal

Each qualification package shall contain a Letter of Transmittal identifying the Proposer, including any Joint Venture. Only Prime(s) contractor's qualifications will be evaluated in determining pre-qualification except for Professional Engineer requirement, which may be met by a subcontractor. a. Name and address of the Proposer; Signature on behalf of the Proposer; Identify all team members if subcontractors will be used.

If a corporation or corporations: (1) a statement of the names and residences of its officers; and (2) a copy of 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 the Qualification is submitted.

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

If an individual: a statement of his/her residence.

If a joint venture: information on each of the parties or the legal entity consistent with the information requested above.

- b. Name, title and telephone number of the individuals authorized to negotiate and execute a Contract; along with information on the subcontractors and Prime
- c. Name and address of proposed subcontractors, if any.

2. Agreement on Terms of Discussion

A copy of the “Agreement on Terms of Discussion”, signed by an officer of the firm. The agreement format is included as Appendix A herein and shall be submitted by the Proposer without any alterations or deviations.

3. Pre-Qualification Questionnaire and Prerequisite Documentation

The Proposer shall prepare and submit a pre-qualification questionnaire response following the exact outline shown in Part II of this RFPQI. The Proposer shall submit questionnaire documentation to support compliance with all prerequisites, if any, included herein. Submission of company brochures, annual reports, and other company qualification material alone are not sufficient.

4. Ability to Make Certifications in the Contractor’s Integrity Clauses

The Proposer including its primes and subcontractors shall submit a statement as to whether it can make the certifications in the “Contractor’s Integrity Provisions”, Part III of the Standard Contract Terms and Conditions, provided in Appendix B, of this RFPQI. If it cannot make the certifications, include the reasons why.

5. Acknowledgment of Addenda

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

6. Contractors Qualification Statement

The prospective Proposer must submit the information requested on the attached Contractor’s Qualification Statement.

E. Conditions For The Submission Of Pre-Qualifications.

In addition to all other requirements of this RFPQI, the Proposer agrees to the following conditions for the submission of its qualifications.

1. Changes to this RFPQI

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFPQI. If an addendum is issued prior to the date qualifications are due, it will be provided to all parties to whom RFPQI's were mailed. If an addendum is issued after qualification information has been received, the addendum will be provided only to those whose qualifications remain under consideration at such time.

2. Qualifications Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its qualifications, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

3. Disclosure of Qualification Contents / Use of Ideas and Materials

Qualification information is not generally considered confidential or proprietary. All information contained in qualifications is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

4. Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFPQI shall become the property of the Port Authority. Selection or rejection of Qualifications shall not affect this right.

5. Prime and Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its qualifications the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

6. Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its qualifications a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

7. Authorized Signature

Qualifications must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its qualifications and this RFPQI.

8. References

The Port Authority may consult any reference familiar with the Proposer regarding its current or prior operations and projects, financial resources, reputation, performance, or other matters. Submission of qualification information shall constitute permission by the Proposer for the Port Authority to make such inquiries and authorization to third parties to respond thereto.

9. Rights of the Port Authority

The Port Authority reserves all its rights at law and equity including the unqualified right, at any time and at its sole and absolute discretion, to reject any and all qualification information, to waive defects or irregularities in qualification information received, to seek clarification of qualifications, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions with one or more Proposers. The Authority may, but shall not be obliged to, consider incomplete responses or request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute pre-qualifications. No respondent shall have any rights against the Authority arising from the contents of this RFPQI, the receipt of responses, or the incorporation in or rejection of information contained in any pre-qualifications or in any other procurement documents.

At any time after the opening of the Qualifications, the Manager, Purchasing Services Division, may give oral or written notice to one or more Proposers to furnish the Authority with information relating to its qualifications to perform the services contained in the RFPQI. The giving of such notice shall not be construed as an acceptance of a Proposer's qualifications. Information shall be submitted within three (3) calendar days, or the next business day following a Saturday, Sunday or Federal Holiday after the Authority's request.

The Authority does not assume any liability for any pre-contract activity and/or costs incurred by Proposers responding to this RFPQI. No Proposer is entitled to any compensation except under an agreement for performance of services signed on behalf of the Authority.

The Authority may consult references familiar with the Proposer and its performance on prior projects, financial resources, and reputation or otherwise. Submission of qualifications in response to this RFPQI shall constitute permission for the Authority to make such inquiries and authorization to third parties to respond thereto.

The Authority makes no representations, warranties, or guarantees that the information contained herein is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered at the site(s) of work now or in the future. The furnishing of such information by the Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its qualifications, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Authority liable or responsible therefore in any manner whatsoever.

Neither the Commissioners of the Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability or held liable to it under any term or provision of this RFPQI or any statements made herein or because of the submission or attempted submission of a response hereto or otherwise.

10. Security Requirements

RFP's or bid documents issued as a result of this qualification will contain security requirements in order to protect sensitive Authority information released to such Proposer or such information as may be created by the Proposer in response to any subsequent work. Security system integration contractors will be required to adhere to and comply with the procedures and regulations as outlined within the Port Authority of NY & NJ Security Program Handbook (SEE ATTACHED). The handbook establishes uniform procedures for: identification, receipt care and storage of PANYNJ sensitive information; provides the basis for classifying information and material involving planning, design, development, construction and /or maintenance and training contracts; a contractual security program nondisclosure and confidentiality agreement; personnel questionnaires providing information concerning identity, address, employment history, citizenship and police record; background investigation; Prospective Proposers handling of all documents; security training and education of all personnel. Additional security requirements will be published with each RFP or bid document. **Cont. PART II – INFORMATION REQUIRED FROM CONTRACTORS**

Proposer qualification information should be submitted in the questionnaire format outlined below. To be considered, Proposer shall respond to all questionnaire requirements. Any other information thought to be relevant, but not applicable to the questionnaire, should not be provided, as it will not be reviewed. Do not send generic company information or brochures as an attempt to qualify.

PRE-QUALIFICATION QUESTIONNAIRE

1. Firm Name, Business Address, and Business Type

Provide the complete registered business name of your firm, and your firm's street address, including zip code.

Please indicate if your organization is a corporation, partnership, sole proprietorship, or common law joint venture, or joint venture legal entity.

If your organization is a joint venture, please provide complete separate information for all firms within the joint venture.

If firm is a corporation, the name indicated should be exactly as it appears on your firm's "Certificate of Incorporation" on file in the state in which your firm is incorporated.

2. Firm Web Page Address

Provide your firm's Internet web page address if available.

3. Federal Employer Identification Number

Provide your firm's Federal Employer Identification Number. This is the tax identification number assigned to firms by the Federal Government for tax purposes.

4. Name, address and EIN affiliates or subsidiaries

If your firm is the parent of, affiliated with, or subsidiary of another firm(s), provide the name, address and EIN of all such firms.

5. Names and Contact Information of Person(s) to Receive Future Correspondence.

Provide the name and title of the person you would like us to contact if we have any questions pertaining to the information indicated by you in the questionnaire. This should be the same person we contact when requesting information. A telephone number must be indicated included fax and email address.

6. Officer or Principal of Firm

An officer, partner or principal of the firm must sign the questionnaire. Indicate the signatory's name, title and date of submission. The signature shall be the same as the signature as required on Appendix A.

7. Year Firm was Established

Provide the year the firm was established under the present name (as indicated in response to question 1). If known by a prior name, indicate former name, date of name change and reason therefore.

8. Summary of Firm's Total Gross Income Received

Provide your firm's total Gross Income Received, as well as income collected by the "Metro Area" offices during the last five years, as well as total gross income from the services outlined in this RFPQI for 2005 or most recent year.

For the purposes of this questionnaire "Metro Area" shall mean within a 100 mile-radius of Liberty Island. "Total" is defined as your firm's estimated total gross income collected nationally and internationally, including metro-area offices.

9. Project Experience Summary

Projects identified in this section should only be projects that your firm has worked on, similar to the size and scope described in Part II, Section A: Summary Scope of Work during the ten years prior to completion of the questionnaire.

“Project Name & Location”:

List projects that have been performed by your firm during the last five years. Include location of project.

Indicate those projects types that reflect your firm’s strengths and would therefore afford your firm the greatest opportunity for selection.

“Project & Maintenance Reference”

For each Project Listed provide a Customer Project Reference Point of Contact. Point of Contact information shall include: Organization for which project was performed for; Reference Name; Title of Reference; Mailing Address; Physical Address (if different than mailing address); Phone Number; Fax Number; and Email Address. Please note if the provided referenced name is currently active with the organization provided.

“Project & Maintenance Period of Performance”

For each Project listed provide the project start and finish dates and indicate if the job was completed on time or not and within budget or not and why?. Work on hand

10. Company Organization Chart

Company organizational chart showing each partner as well as for any joint venture showing division of responsibility within its organization, and listing titles, duties and job descriptions for key personnel (management, technical, quality control and safety).

11. Project Manager

The name and qualifications of the individual who will function as Project Manager for the duration of the work of the Contract. The prospective bidder’s Project Manager must have a minimum of Ten (10) years construction experience on contracts comparable in size, type and complexity to the subject Contract. This includes simultaneous management at occupied/operational facilities throughout the metropolitan area.

12. Information Security System Manager

The name and qualifications of the individual who will function as Information Security System Manager (ISSM), for the duration of the work of the contract, having ultimate responsibility for the entire information security system technology program. The prospective bidder’s ISSM must be a Certified Information Security System Professional or equivalent experience. The prospective bidder’s ISSM must have a minimum of Seven (7) years technology experience on contracts comparable in size, type and complexity to the contracts referenced in the Prerequisites. This includes information security system experience on all aspects of software, hardware, network, and telecommunications equipment in order to comply with Agency requirements.

END OF PART II

APPENDIX 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) is not to impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefore (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 letter, 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 letter 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 Port Authority.

(Company)

(Signature)

(Title)

(Date)

END OF APPENDIX A

APPENDIX B – PART III “CONTRACTOR’S INTEGRITY PROVISIONS”

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

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

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

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

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

- a. the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Bidder prior to the official opening of such bid to any other bidder or to any competitor;
- c. no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- d. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Bidder's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- e. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Bidder for the purpose of securing business, has been employed or retained by the Bidder to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- f. the bidder has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

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

Notwithstanding that the Bidder may be able to make the foregoing certifications at the time the bid is submitted, the Bidder shall immediately notify the Authority in writing during the period of irrevocability of bids on this Contract of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Bidder with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Bidder has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Bidder is not a responsible Bidder with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Bidders are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Bidders are also advised that the inability to make such certification will not in and of itself disqualify a Bidder, and that in each instance the Authority will evaluate the reasons therefor provided by the Bidder.

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

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

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

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

No Gifts, Gratuities, Offers of Employment, Etc.

During the term of this Contract, the Contractor shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port

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

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

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

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

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

Conflict of Interest

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

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.

Notification of Security Requirements

The Port Authority operates facilities and systems, at which terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the performance of the Contract work, including on the Contractor, its staff and subcontractors and their staffs depending upon the level of security required, as determined by the Authority. The Contractor shall and shall instruct its

subcontractors to cooperate with Authority staff in adopting security requirements. These security requirements may include but may not be limited to the following:

i. Identity Checks and Background Screening

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

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

ii. Issuance of Photo Identification cards:

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

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

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

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

END OF APPENDIX B

ATTACHMENT A

SCOPE OF WORK:

State of the Art Integrated technologies deployed may include but will not necessarily be limited to: Access Control, Alarm Monitoring, and Intrusion Detection, Circuit Television (CCTV) display, control and recording, Scope of work will include:

- Site Surveys
- In developing the design the Consultant shall consider availability of materials, equipment and labor, construction sequencing and schedule, economic analysis of construction and operations, maintenance requirements and energy conservation. The Consultants requirements shall comply with all Authority requirements. In the case of a conflict the more stringent requirement shall apply.
- Production of Concept Designs, Design Development and Construction Drawing Design Packages, including design drawing and specification reviews, construction cost estimates and preparation of construction schedules. All drawings shall be prepared and shall be sufficiently detailed to explain all decisions that have been made for the project.
- Project Package Development, including security system(s) and site infrastructure design requirements, list of materials, installation specifications, installation instructions, system-based communications and integration details, and subsystem hardware and software configuration and integration details.
- Support the development of operational plans.
- Preparation of documentation, application filing, obtaining and maintaining licenses and permits and other inspection requirements. One line diagrams and communication riser diagrams. All contract drawings shall be “D” size drawings prepared and plotted in accordance with the Port Authority CAD Standards and plotted in the latest version of AutoCAD.
- Specify/finalize/install/upgrade infrastructure required to support complete security system(s) operation (e.g., camera towers, conduit, duct banks, field distribution cabinets, grading, trenching, power and signal cabling and pedestal installation).
- Development of Installation Shop Drawings and the preparation, submission and processing of Submissions, Transmittals, Samples and Requests for Information.
- Procure material, equipment and ancillary services.
- Install and integrate access control, alarm monitoring, closed circuit camera display, control and recording systems. This will include and not be limited to the installation and mounting of all related equipment and the site or preparation work required for such installations.
- Prepare and deliver as-built drawings and all other required Record Documentation to support the delivered and accepted system including signed and sealed Professional Engineering drawings and documentation for the State of New York and New Jersey as required.
- Specify/finalize/install/upgrade infrastructure required to support complete security system(s) operation (e.g., camera towers, conduit, duct banks, field distribution cabinets, grading, trenching, communications, power, and signal cabling and pedestal installation).
- Development of Installation Shop Drawings and the preparation, submission and processing of Submissions, Transmittals, Samples and Requests for Information.

- Procure material, equipment and ancillary services.
- Test and validate the installed security system(s) to ensure that it meets performance requirements.
- Train user in system(s) operations and maintenance.
- Support or arrange for contractor logistics support of the installed security system(s).

SCHEDULE A

Multi-Facility Security System(s) design, purchase, construction, installation, integration, and maintenance

PROSPECTIVE BIDDER: _____

Project Name, Location and Description	Owner *	Design Engineer *	Date Completed	Contract Price **	MBE and WBE achievement	Percent of Work Performed By Own Forces

Notes: * Include Name, Address and Phone No. of Reference Contact

**Indicate amount of prospective bidder's contract and if work was done as a prime or general contractor

SCHEDULE B

Security System(s) design, purchase, construction, installation, integration, and maintenance

WORK ON HAND / RFPS SUBMITTED

PROSPECTIVE BIDDER:

WORK ON HAND:

Project Name, Location and Description	Owner *	Design Engineer *	Contract Price **	Scheduled Completion Date

RFPS SUBMITTED:

Project Name, Location and Description	Owner *	Design Engineer *	RFP Price **	Low Bidder (Yes or No)	Anticipated Award Date/ Contract Duration

Notes: * Include Name, Address and Phone No. of Reference Contact

**Indicate amount of prospective bidder's contract and if work was done as a prime or general contractor

