

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST FL.
NEW YORK, NY 10007**

12/11/2018

ADDENDUM # 1

To prospective Respondent(s) on RFP#55599 - Request for Proposals to Provide, Install, and Maintain an Under-Vehicle Surveillance System at the World Trade Center HUB

The following change/modification is hereby made in the solicitation documents:

- 1) All references to “Attachment J – Pilot Agreement” or “Exhibit J – Pilot Agreement” shall be amended and replaced by the appropriate reference, “Attachment D – Pilot Agreement”.
- 2) The Pilot Agreement (Attachment D) which was erroneously omitted from the Solicitation document, is now made available as part of this Addendum.

The due date for this RFP remains unchanged.

This communication should be initialed by you and annexed to your response upon submission.

In case any Respondent fails to conform to these instructions, its Proposal will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

Luke Bassis, Deputy Director
PROCUREMENT DEPARTMENT

FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO Donald Thompson, WHO CAN BE REACHED AT (212) 435 - 4659 or at DThompson@panynj.gov.

December 11, 2018

Port Authority Pilot Agreement – (Attachment D)
UVSS RFP

Pursuant to RFP #55599 the Port Authority of New York and New Jersey (the “Port Authority” or “Authority”) has selected the Under Vehicle Security Screening (UVSS) solution (“Product”) proposed by your firm (“Proposer”) for an on-site pilot demonstration (the “Test”) at the Port Authority Vehicle Security Center. It is anticipated that the Test will last approximately two-weeks. The Test shall be a controlled demonstration, isolated from the general public where the Port Authority will conduct an assessment of the Product’s capabilities.

Number of Units of the Product Provided for Testing: One Unit

Test Location:

Location: Port Authority Vehicle Security Center (VSC) located at the World Trade Center Hub

Project Manager: Corwin Kong

Estimated Commencement Date: Q1 2019

Duration: Approximately 2 weeks and not to exceed 30 calendar days

Provided that Proposer has obtained the insurance policies as set forth herein, or can otherwise demonstrate insurance coverage satisfactory to the Authority, it hereby agrees to allow the Port Authority to perform the Test at the time and location set forth above, subject to the following terms (the “Test Agreement”):

1. **Compliance with Laws and Port Authority Requirements**

The Proposer shall (and shall compel the Proposer’s officers, employees, agents, contractors, guests, invitees and those doing business with the Proposer hereunder to) observe and comply with any and all present and future: (a) governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to the Proposer’s activities hereunder; (b) Port Authority facility rules and regulations; (c) Port Authority security procedures; and (d) all applicable Port Authority insurance requirements, attached hereto as set forth in Section [11], and as any of the foregoing may be amended from time to time.

2. **Setup.** Proposer shall deliver and set up all hardware and software necessary for it to perform the Test. Setup of the hardware and software shall take place at an agreed upon date as communicated by the Authority Project Manager identified above to enable the Tests to occur on or around the dates specified above. Facility operating hours are between the hours of 9:00 a.m., Eastern Time and 5:00 p.m., Eastern Time, Monday through Friday, excluding Port Authority holidays.

3. **Term.** The term (“Term”) for the Test of the Product shall be for a period of no more than

thirty (30) calendar days and shall commence on the date of Product set-up and acceptance and shall expire upon conclusion of the Test. The Proposer shall pick up and remove its Product upon completion of the Test in accordance with Section 6 below.

4. Termination

The Port Authority may immediately terminate this Test Agreement without cause. Termination shall not relieve the Proposer of any obligations which have accrued on or prior to termination.

5. Costs and Expenses. Unless otherwise provided in this Test Agreement, the Product shall be delivered to the Customer F.O.B. destination. Transportation costs, insurance coverage and all other expenses applicable to shipment to the Authority shall be the responsibility of the Proposer. The Proposer shall bear all costs arising out of or relating to the Test including, but not limited to travel costs, shipping costs, and set up or take down costs. If the Proposer transports its own Products, such transportation and any insurance or other expenses therefor shall be the Proposer's responsibility.

6. Product Removal. The Proposer shall remove all its hardware, software, and other materials used to perform the Test from the Test location within seven (7) days of the Port Authority's notification that the Test is complete. The Proposer shall be responsible for the break down, transportation and removal of the Product. Proposer shall ensure that the Test location is left in the same condition as it was prior to the Test. Proposer assumes all responsibility for any damage to the Test location caused by it and/or its Product during setup of the Product, or during removal of the Product.

7. Risk of Loss. Proposer attests that it is aware of the working conditions that can be expected during the Test and is willing and able to provide the Product for this Test with no compensation or other expectation from the Authority or any other individuals present during the Test. Notwithstanding the foregoing and Section 7 below, the Authority is solely responsible for any damage, physical or otherwise to, or loss of the Product, normal wear and tear excepted during the Test. However, the Authority shall not be responsible for any loss or damage to the Product arising out of the acts or omissions of Proposer during the set-up, break down or transportation of the Product. During the Test, the Authority shall be responsible for storing and safeguarding the Product. The Authority's total liability for any loss or damage to the Product shall be capped at the value of the Product provided for testing, which is approximately _____ per unit (Dollar Amount in Words) (\$_____ USD/unit).

8. Indemnification.

To the extent permitted by law, the Proposer shall indemnify and hold harmless the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives and employees from and against all claims and demands, just or unjust, of third persons (including Proposer's agents, servants, officers, representatives and employees) arising out of or in any way connected to or alleged to arise out of or alleged to be in any way connected with the Contract and all other services and activities of the Proposer under this

Contract and for all expenses incurred by it and by them in the defense, settlement or satisfaction thereof, including without limitation thereto, claims and demands for death, for personal injury or for property damage, direct or consequential, whether they arise out of or are in any way connected to the Proposer's operations or to its performance of work under this Contract, or arise out of the acts, omissions or negligence of the Proposer, the Port Authority, its Commissioners, Directors, agents, servants, officers, representatives or employees, third persons (including Proposer's agents, servants, officers, representatives and employees), or from the acts of God or the public enemy, or otherwise, including claims and demands of any local jurisdiction against the Port Authority in connection with this Contract.

The Proposer assumes the following risks, whether such risks arise out of or are in any way connected to the Proposer's operations or to its performance of work under this Contract, or arise out of acts or omissions (negligent or not) of the Proposer, the Port Authority or third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Proposer) or from any other cause, excepting only risks occasioned solely by affirmative willful acts of the Port Authority done subsequent to the opening of proposals on this Contract, and shall to the extent permitted by law indemnify the Port Authority for all loss or damage incurred in connection with such risks:

- a. The risk of any and all loss or damage to Port Authority property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions, on or off the premises, the loss or damage of which shall arise out of the Proposer's operations hereunder. The Proposer shall if so directed by the Port Authority, repair, replace or rebuild to the satisfaction of the Port Authority, any and all parts of the premises or the Facility which may be damaged or destroyed by the acts or omissions (negligent or not) of the Proposer, its officers, agents, or employees and if the Proposer shall fail so to repair, replace, or rebuild with due diligence the Port Authority may, at its option, perform any of the foregoing work and the Proposer shall pay to the Port Authority the cost thereof.
- b. The risk of any and all loss or damage of the Proposer's property, equipment (including but not limited to automotive and/or mobile equipment) materials and possessions on the Facility.
- c. The risk of claims, whether made against the Proposer or the Port Authority, for any and all loss or damages occurring to any property, equipment (including but not limited to automotive and/or mobile equipment), materials and possessions of the Proposer's agents, employees, materialmen and others performing work hereunder.
- d. The risk of claims for injuries, damage or loss of any kind whether just or unjust of third persons (including agents, servants, officers, representatives, Commissioners, Directors and employees of the Port Authority and the Proposer) arising or alleged to arise out of or in connection with the Proposer's operations or its performance of work hereunder, whether such claims are made against the Proposer or the Port Authority.

If so directed, the Proposer shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

Neither the requirements of the Port Authority under this Contract, nor of the Port Authority of the methods of performance hereunder nor the failure of the Port Authority to call attention to improper or inadequate methods or to require a change in the method of performance hereunder nor the failure of the Port Authority to direct the Proposer to take any particular precaution or other action or to refrain from doing any particular thing shall relieve the Proposer of its liability for injuries to persons or damage to property or environmental impairment arising out of its operations

9. Independent Contractors. This Test Agreement does not constitute the Proposer as the agent or representative of the Authority for any purpose whatsoever. It is hereby acknowledged and agreed that Proposer, in performing its services hereunder, is, and shall at all times be, an independent contractor and the officers, agents, and employees of Proposer shall not be or be deemed to be agents, servants or employees of the Authority.
10. Personal Non-Liability. Neither the Commissioners of the Port Authority, nor any officer, agent, or employee thereof shall be charged personally by the Proposer with any liability or held liable under any term or provision of this Test Agreement, or because of its execution or attempted execution, or because of any breach hereof. No officer, director, agent, contractor, or employee of the Proposer shall be charged personally by the Authority with any liability or held liable under any term or provision of this Test Agreement.
11. Insurance Procured by the Contractor.

NOTE: These insurance requirements may be subject to change prior to the commencement of the Pilot Product Assessment.

The Contractor and its subcontractor(s) shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, for the life of the covering the obligations assumed by the Contractor under this Contract including but not limited to premise-operations, products and completed operations and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract, with insurance covering against claims for injuries to persons or damages to property which may arise form or in connection with products and materials supplied to the Agency and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

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

Automobile Liability Insurance - \$ 3 million combined single limit per accident for bodily injury and property damage liability.

Cyber and Technology Errors and Omissions - \$5 million per claim and in the annual aggregate and including cyber liability coverage for (i) liability arising from theft, dissemination and/or use of confidential information stored or transmitted in electronic form, and (ii) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon. Technology Errors & Omissions insurance. including cover for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should cover liabilities, punitive damages, and claim expenses arising from acts, errors and omissions, in rendering or failing to render all services and in the provision of all products in the performance of the Test Agreement, including the failure of products to perform the intended function or serve the intended purpose. Services insured, at a minimum, include (1) systems analysis (2) systems programming (3) data processing (4) systems integration (5) outsourcing including outsourcing development and design (6) systems design. consulting, development and modification (7) training services relating to computer software or hardware (8) management, repair and maintenance of computer products, networks and systems (9) marketing, selling, servicing, distributing, installing and maintaining computer hardware or software (10) data entry, modification. verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the Proposer. This policy shall include coverage for loss, disclosure and theft of data in any form: media and content rights infringement and liability, including but not limited to, software copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security or data breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions. If this coverage is provided on a claims-made basis, then it must be maintained for a period of five (5) years after acceptance of the deliverables and/or services provided in connection with this Test Agreement. Additionally, such policy shall cover consequential or vicarious liabilities (e.g., claims brought against the Authority or its Affiliated Companies and their respective directors, officers. and employees due to the wrongful acts and failures committed by you) and direct losses (e.g., claims made by the Authority and its Affiliated Companies and their respective directors, officers, and employees against you for financial loss due to your wrongful acts or failures). This policy shall have the "Insured v. Insured" exclusion amended to allow an "Additional Insured" to bring a claim against the Named Insured.

The insurance shall be written on an occurrence basis, as distinguished from a “claims made” basis, and shall not include any exclusions for “action over claims” (insured vs. insured) and minimally arranged to provide and encompass at least the following coverages:

- Contractual Liability to cover liability assumed under the Contract;
- Independent Contractor’s Coverage;
- Premise-Operations, Products and Completed Operations Liability Insurance for a period of 6 years;
- The insurance coverage (including primary, excess and/or umbrella) hereinafter afforded by the Contractor and all subcontractor(s) shall be primary insurance and non-contributory with respect to the additional insureds;
- Excess/umbrella policies shall “follow form” to the underlying policy;
- Excess/umbrella policies shall have a liberalization clause with drop down provision;
- To the extent any coverage the Contractor and subcontractor(s) obtains and/or maintains under this Contract contains “Other Insurance” language or provisions, such language or provisions shall not be applicable to the additional insureds or to any insurance coverage maintained by the additional insureds;
- All insurance policies shall include a waiver of subrogation, as allowed by law, in favor of the additional insureds;
- Defense costs must be outside of policy limits. Eroding limits policies are not permitted;
- In the event the Contractor and/or its subcontractors obtains and/or maintains insurance in an amount greater than the minimum limits required under this Contract, then the full limits of that insurance coverage will be available to respond to any claim asserted against the additional insureds that arises out of or is in any way connected with this Contract;
- Additional insureds coverage shall not be restricted to vicarious liability unless required by controlling law.

In addition, the liability policy (ies) shall be written on a form at least as broad as ISO Form CG 20 10 10 01 (for ongoing operations work) together with ISO Form CG 20 37 10 01 (for completed operations work) and endorsed to and name “The Port Authority of New York and New Jersey and its related entities, their Commissioners, Directors, Superintendents, officers, partners, employees, agents, their affiliates, successors or assigns, and all entities listed under schedule 1 below” as Insured (as defined in the policy or in an additional insured endorsement amending the policy’s “Who is An Insured” language as the particular policy may provide). The “Insured” shall be afforded coverage and defense as broad as if they are the first named insured and regardless of whether they are otherwise identified as additional insureds under the liability policies, including but not limited to premise-operations, products-completed operations on the Commercial General Liability Policy. Such additional insureds status shall be provided regardless of privity of contract between the parties. The liability policy (ies) and certificates of insurance shall contain separation of insured and severability of interests clauses for all policies so that coverage will respond as if separate policies were in force for each insured. An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. The Contractor is responsible for all

deductibles or losses not covered by insurance. Furthermore, any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim.

If any of the Work is to be done on or at Port Authority facilities by subcontractors and, if the Contractor requires its subcontractors to procure and maintain such insurance in the name of the Contractor, then such insurance as is required herein shall include and cover the additional insureds and it must have insurance limits not lower than those set forth by the Port Authority herein, along with all the insurance requirements in this section known as “Insurance Procured by the Contractor”.

All insurance coverage shall be provided by the Contractor and/or by or for any of its subcontractors at no additional expense to the Port Authority and its related entities. A copy of this section titled “Insurance Procured by the Contractor” shall be given to your insurance agent and subcontractors and shall form a part of the covered contract or subcontract for insurance purposes in furtherance of the insurance requirements under this Contract.

Further, it is the Contractor’s responsibility to maintain, enforce and ensure that the type of coverages and all limits maintained by it and any of all subcontractors are accurate, adequate and in compliance with the Port Authority requirements; and the Contractor is to retain a copy of its subcontractors’ certificates of insurance. All certificates of insurance shall be turned over to the Port Authority prior to the start of work, including subcontractors’ work, and upon completion of the Contract.

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

The Contractor and its subcontractor(s) shall also take out, maintain, and pay premiums on Workers’ Compensation Insurance in accordance with the requirements of law in the state(s) where work will take place, and Employer’s Liability Insurance with limits of not less than \$1 million per each accident. Such a policy shall include a waiver of subrogation in the benefit of the Port Authority and all Additional Insureds.

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

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

Within five (5) days after the award of this Contract and prior to the start of work, the Contractor must submit an original certificate of insurance to the Port Authority Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), including, but not limited to, the cancellation notice endorsement and stating the contract number prior to the start of work. The Contractor is also responsible for maintaining and conforming to all insurance requirements from the additional insureds and their successors or assigns. The General Manager, Risk Finance must approve the certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Finance, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then the Contractor and all subcontractors shall suspend performance of the Contract at the premises until a satisfactory insurance policy (ies) and certificate of insurance is provided to and approved by Risk Finance, unless the Facility or Project Manager directs the Contractor, in writing, to continue to performing work under the Contract. If the Contract is so suspended, no extension of time shall be due on account thereof.

Any self-insured retention shall cover any liability imposed upon the Contractor and any and all subsidiaries with respect to all operations and obligations assumed by the Contractor and any and all subsidiaries. The Contractor represents that such program provides the Insureds (as defined in the insurance policy) with all rights, immunities and protections that would be provided by traditional independent insurance required under the Test Agreement, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies pursuant to the terms of the Test Agreement.

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

Failure by the Contractor to meet any of the insurance requirements, including the requirement that the Port Authority be afforded the full extent of the insurance obtained under this Contract without limitation, shall be deemed a material breach of contract and may be a basis for termination of this Contract by the Port Authority.

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

against the obligations imposed on it by law or by this or any other contract *[CITS #5801N]*.

**Schedule 1
Indemnitees and Additional Insureds:**

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

oo*Metropolitan Transportation Authority
pp*New WTC Retail JV LLC
qq*PA Retail Newco LLC
rr*New WTC Retail Member LLC
ss*New WTC Retail Owner LLC
tt*Capital Properties NY LLC
uu*Capital Properties Services LLC
vv*Cushman & Wakefield, Inc.

12. End User License Agreement.

- (a) The Authority has not agreed to an End User License Agreement (“EULA”) for the Test. The Authority reserves the right to negotiate a EULA should it purchase the product after the evaluation period.
- (b) Subject to the terms and conditions of this Test Agreement, Proposer grants to the Port Authority a non-exclusive, non-transferable license to use all the software required, if any, for the Test. The Port Authority may make one copy of the software for archival purposes only, but shall not otherwise copy, resell, distribute or sublicense the software. The original and any copies of the software shall at all times remain the property of Proposer. The Port Authority shall not modify, reverse engineer, disassemble, decrypt, decompile or make derivative works of the software. Upon expiration or termination of this Test Agreement, the Port Authority shall cease any and all use of the software provided by the Proposer hereunder and shall remove all installations of the software from its systems and/or devices.

13. Third Party and Open Source Software; Intellectual Property Rights

- (a) If there is any third-party or open source software contained within any Proposer software being provided hereunder, the right to use all patented materials, appliances, processes of manufacture or types of construction, trade and service marks, copyrights and trade secrets, collectively hereinafter referred to as “Intellectual Property Rights”, in the performance of the work, shall be obtained by the Proposer without separate or additional compensation. Where the services under this Test Agreement require the Proposer to provide materials, equipment or software for the use of the Port Authority or its employees or agents, the Port Authority shall be provided with the Intellectual Property Rights required for such use without further compensation than is provided for under this Test Agreement.
- (b) All preexisting information or documentation including computer programs or code including source code, of the Proposer, utilized by the Proposer hereunder in the performance of his services hereunder shall be deemed licensed to the Authority for the duration and purposes of this Test Agreement, but shall remain the property of the Contractor.
- (c) When in the performance of the Test, the Proposer utilizes passwords or codes for any purpose, at any time during or after the performance of such Test, upon written request by the Authority, the Proposer shall make available to the designated Authority representative all such passwords and codes.
- (d) Third Party software not specially prepared for the purpose of this Test Agreement but utilized by the Proposer hereunder in the performance of the Test shall be licensed to the

Proposer and the Authority for the duration and purposes of this Test Agreement but shall remain the property of said third party.

- (e) All above described software in this Section 14 shall be furnished by the Proposer without any compensation.

14. No Assignment

The Proposer shall not assign this Test Agreement or any of its rights or obligations hereunder without the prior written consent of the Port Authority. This Test Agreement shall be binding upon, and/or inure to the benefit of, all Proposer's partners, partnerships, subsidiaries, parent corporations and affiliates, and all of its and their respective predecessors, successors, assigns, heirs, legal representatives, officers, directors, shareholders, agents and employees.

15. Governing Law; Jurisdiction

This Test Agreement shall be construed in accordance with the laws of the State of New York. You agree that any action at law or equity arising out of this Test Agreement, including to enforce of the terms of this Test Agreement or to seek a remedy for breach thereof, shall be brought in a court of competent jurisdiction located in the County of New York of the State of New York.

In addition to the foregoing, the Proposer further acknowledges and agrees that it is performing the Test with no expectations of compensation, contract, advertisement, endorsement, favor or further business. Nothing herein shall prevent the Authority from taking any actions or exercising any procurement options that it would otherwise have the right to do and the Proposer is aware that they may not be the only provider of UVSS solutions under evaluation. In a manner consistent with its policies and procedures, the Authority may, at its sole discretion, elect to seek to evaluate and or procure other mass personnel screening solutions or may further elect to select no solution at all.

Proposer's shall not issue nor permit to be issued any press release, advertisement, or literature of any kind, which refers to the Port Authority or to the fact that goods have been, are being or will be provided to it and/or that services have been, are being or will be performed for it in connection with this Test Agreement, unless the Proposer first obtains the written approval of the Port Authority. Such approval may be withheld if for any reason the Port Authority believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

This Test Agreement contains the entire understanding of the parties relating to the Test and, except for the terms and conditions set forth in the RFP, supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations and warranties, both written and oral, regarding the Test.

By submitting a proposal, you agree to these terms if you are invited to conduct an on-site pilot demonstration. Please include this attachment with your proposal submission as directed in the RFP.