

**THE PORT AUTHORITY OF NEW YORK & NEW JERSEY  
PROCUREMENT DEPARTMENT  
ONE MADISON AVENUE, 7<sup>TH</sup> FLOOR  
NEW YORK, NY 10010**

**ADDENDUM #2  
December 18, 2009**

**The following changes are hereby made to the RFQI# 14840 for Construction Services for the Immediate Repairs Call-In Contracts during January 1, 2008 to December 31, 2009 at Various Facilities in New York and New Jersey:**

**Item 1**

The title has been changed to the following:  
RFQI# 14840 for Construction Services for the Immediate Repairs Call-In Contracts during January 1, 2008 to December 31, 2010 at Various Facilities in New York and New Jersey

**Item 2**

This prequalification shall remain open until closed.

**Item 3**

Please complete the annexed Attachment B and return with above-mentioned RFQI submission.

**THE PORT AUTHORITY OF NY & NJ  
MITCHELL YONKLER, MANAGER  
CONSTRUCTION PROCUREMENTS  
AND INTEGRITY PROGRAMS**

QUALIFICATION ENTITY'S NAME:

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO  
**IRANISS MOREL** WHO CAN BE REACHED AT [imorel@panynj.gov](mailto:imorel@panynj.gov)

**ATTACHMENT B**

**RFQI# 14840 IMMEDIATE REPAIR CALL-IN CONTRACTORS**

**AGREEMENT ON TERMS OF DISCUSSION**

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

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

\_\_\_\_\_  
**(Company)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Date)**

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