

October 4, 2017

**SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL CYBERSECURITY SERVICES FOR THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY AS REQUESTED ON A “CALL-IN” BASIS FROM 2018 THROUGH 2021 (RFP #51050) – ADDENDUM #2**

Dear Sir or Madam:

The Port Authority of New York and New Jersey (the “Authority”) hereby amends the subject Request for Proposals (RFP), dated September 29, 2017, as follows:

RFP Letter:

On page 1, paragraph 3, delete “, in the Port Authority of New York and New Jersey's capacity as a subrecipient of grants that are administered by the New York State Department of Homeland Security and Emergency Services (NYS DHSES)”.

Agreement:

On Page 1, paragraph 1, delete “, in the Port Authority of New York and New Jersey's capacity as a subrecipient of grants that are administered by the New York State Department of Homeland Security and Emergency Services (NYS DHSES)”.

Exhibit A:

On pages 11 of 32 and 12 of 32 of the FEDERAL EMERGENCY MANAGEMENT AGENCY REQUIREMENTS delete the text of Section 8. “Access to Records and Reports” in its entirety and replace it with the following:

“Pursuant to 44 CFR 13.42 and 2 CFR 215.53, the Contractor agrees to provide the Authority, the U.S. Department of Homeland Security, the FEMA Administrator, any applicable New York or New Jersey FEMA State Administrative Agency, and the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcripts. The Contractor also agrees to provide the FEMA Administrator or his authorized representatives access to the Contractor's records and construction sites pertaining to the project.

The Contractor shall make available records related to the contract to the Authority, the U.S. Department of Homeland Security, the FEMA Administrator, any applicable New York or New Jersey FEMA State Administrative Agency, and the Comptroller General of the United States, or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after final payment is made by the Authority and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the Authority, the FEMA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

This requirement is independent of the Authority's requirements for record retention contained elsewhere in the contract documents."

If you have any questions, please contact Mr. James Summerville, Senior Project Contract Specialist, at [JSummerville@panynj.gov](mailto:JSummerville@panynj.gov).

Sincerely,

David Gutiérrez, CPPO  
Assistant Director  
Procurement Department