

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
4 WORLD TRADE CENTER
150 GREENWICH STREET, 21ST Floor
NEW YORK, NY 10007**

REQUEST FOR PREQUALIFICATION

ISSUE DATE: November 20, 2015

TITLE: Multi-Facility Security Systems Design, Purchase, Installation, and Hardware Maintenance.

RFP NO.: 44516

SUBMIT PROPOSALS NO LATER THAN THE DUE DATE AND TIME TO THE ABOVE ADDRESS

QUESTIONS DUE BY: December 14, 2015

TIME: 2:00 P.M.

PROPOSAL DUE DATE: January 5, 2016

TIME: 2:00 P.M.

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1. INFORMATION FOR PROPOSERS ON THIS REQUEST FOR PRE-QUALIFICATION

A. General Information: The Port Authority of New York and New Jersey

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

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

The Port Authority will, as a result of this Request for Pre-qualifications, maintain two separate lists of qualifying Contractors for each product set (Lenel or Verint).

B. Project Description

The Authority seeks to prequalify firms (hereinafter, “Respondent” or “Respondents”) for Multi-Facility Security Systems Design, Purchase, Installation, and Hardware Maintenance.

Only firm(s) prequalified according to the prerequisites specified herein will be eligible to respond to upcoming solicitations for the services summarized herein. Qualification includes signing the necessary Port Authority Non-Disclosure and Confidentiality Agreement (NDA) attached to this RFPQ as Attachment D.

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

- Design, purchase, infrastructure construction, system installation, commissioning, testing, training, hardware warranty maintenance, and extended hardware maintenance for open architecture, fully-integrated Security Systems at any of the Port Authority's facilities. Security Systems (Access Control/CCTV) and its associated components will include but will not be limited to physical computerized security systems such as access control and alarm monitoring; indoor and outdoor intrusion detection; credential and document management systems; Closed-Circuit Television (CCTV) control and display of live and recorded surveillance and assessment video; video analytics; intercom and public address display systems; data mining; and network/communications infrastructure. Additionally, database knowledge that includes but is not limited to Microsoft Office Suite, Microsoft Structured Query Language (SQL), VMware ESX server virtualization, and Storage Area Network (SAN) technology is anticipated.
- Solicitations may also include requirements 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; to prepare and deliver sealed as-built drawings and all other record documentation for Security Systems designed and built for the Authority in accordance with the requirements of the Contract; and to perform or arrange for logistics support of the installed security system. These projects may require extensive new infrastructure necessary to implement the security systems and may include the installation of conduit, field distribution cabinets, drainage and erosion control, grading, trenching, power and signal cabling, signed and sealed drawings, and pedestal installation.

C. Product Sets

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

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

D. Contract Schedule

It is presently anticipated but it is not guaranteed that solicitation documents will be available to pre-qualified Contractors starting January 2016 through December, 2020 (5 years).

E. Pre-Qualification Acceptance or Rejection

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

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

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

F. Deadline for Receipt of Pre-Qualification Responses

The due date specified on the cover page is the Pre-Qualification Response Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

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

The Port Authority assumes no responsibility for delays caused by any delivery service. Post marking by the due date will not substitute for actual pre-qualification response receipt.

G. Vendor Profile

To ensure maximum opportunities, it is vitally important that Proposers keep their vendor profiles up to date with an appropriate e-mail address, as this will enable their firm to receive timely notice of advertisements, reminders, solicitations and addenda. Proposers may update their vendor profile or register as a Port Authority Vendor by accessing the online registration system at <https://paprocure.com/VenLogon.asp>.

H. Contractor Staff Background Screening

The Contractor awarded this Contract will be required to have its staff, and any subcontractor's staff working under this Contract, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Contractor (and subcontractor) may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks for staff that pass and are granted a credential shall be reimbursable to the Contractor (and its subcontractors) as an out-of-pocket expense as provided herein. Staff that are rejected for a credential for any reason are not reimbursable..

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening, except as otherwise required by federal law and/or regulation. Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877)522-7922.

2. RESPONDENT PREREQUISITES

Only Respondents who can demonstrate that they comply with the following prerequisites should submit responses, as only responses from such Respondents will be considered. Proof of meeting the following prerequisites must be submitted using the forms provided as Attachment B hereof; supporting documentation must be submitted in a clear and concise manner as part of the Respondent's Prequalification response.

It should be noted that a determination that a Respondent meets prerequisites is no assurance that the Respondent will be deemed qualified in connection with other RFPQ requirements. At a minimum, Respondents must meet all the following prerequisites and provide documented proof demonstrating that it meets the following:

- a. The Respondent shall have had at least five (5) years (November 1, 2010 – October 31, 2015) of continuous experience immediately prior to the date of submission of its response in the design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance of security systems. A firm may also qualify if, during the time period as stated above, the persons or entities owning and controlling the prospective bidding firm shall have satisfactorily performed, as owning and controlling another firm, services of similar scope to those required under this RFPQ. The work must have been completed to the satisfaction of the customer and on time.

b. During the time frame period stated in Section 2(a) above, the Respondent, or persons or entities owning and controlling the Respondent, shall have performed or be performing services similar to those required hereunder under at least three (3) separate contracts, as follows: One (1) contract shall be for design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance of Lenel OnGuard Enterprise System. One (1) contract shall be for the design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance for Verint Nextiva. One (1) contract of size, type, and complexity comparable to that indicated in **Project Description, Section 1(B)** shall have satisfactorily completed installation (successfully operational for at least 1 year). as a prime or general contractor **Two (2) of the contracts must demonstrate** of three thousand (3,000) cameras and four hundred (400) access points.

c. The Respondent must be a Lenel OnGuard Value Added Reseller (VAR) in good standing and have a least one employee that is Lenel OnGuard Master Level certified. Proof of VAR status and certifications are required as part of this prerequisite.

d. The Respondent must be Verint Nextiva Value Added Reseller (VAR) in good standing and must have a least one employee that is Verint Nextiva Enterprise Level certified. Proof of VAR status and certification are required as part of this prerequisite.

e. The Respondent shall prequalify in **one or both categories (Lenel and/or Verint)** by providing proof of agreement with the product manufacturer that the Respondent(s) is a qualified agent (supporting documentation required at the Authority's request).

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

g. The Respondent shall demonstrate that it has earned gross revenues of \$3 million for the last two (2) fiscal years from the type of Product Sets services described herein. Provide a statement on letterhead signed by your Chief Financial Officer or a Certified Public Accountant certifying that your company meets the gross revenues specified above. Respondents may be required to provide its Annual Report at the Authority's request.

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

- With respect to Section 2, Respondent Prerequisites, Paragraphs (a) through (g): If the joint venture is considered legal by the software and hardware manufacturers, the entity must meet the requirements; if a common law joint venture, one member must meet them.

- With respect to Section 2, Respondent Prerequisites, Paragraph (g): Either the legal entity's earnings or the cumulative earnings of a common law joint venture members may meet the requirement.
 - If a common law joint venture submits a Proposal, it and all participants in the joint venture shall be bound jointly and severally to each such participant of the joint venture.

3. PRE-QUALIFICATION ACCEPTANCE or REJECTION

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

4. SUBMISSION INSTRUCTIONS

A. Deadline for Receipt of Pre-Qualifications

The due date specified on the cover page is the Pre-qualification Response Due Date. Closing of due date is 2:00 P.M., Eastern Standard Time (EST).

PLEASE READ THE FOLLOWING DELIVERY REQUIREMENTS CAREFULLY. Proposers assume all responsibility for delays or problems in delivery.

Response submissions will be received at:

The Port Authority of NY & NJ
Attention: Proposal Custodian
Procurement Department
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

Clearly mark the solicitation number on the outermost package.

At this address, proposals will be accepted via (1) regular mail, (2) express delivery service (e.g. UPS), or (3) hand delivery.

Express carrier deliveries by commercial vehicles can be made via vendors approved by Silverstein Properties, the 4 World Trade Center (4 WTC) Property Manager, through the Vehicle Security Center (VSC). Presently, UPS is the only delivery vendor with approved recurring delivery times.

There is extensive security at the World Trade Center (WTC) Site. Individuals must present a valid government-issued photo ID to enter 4 WTC. Individuals without valid identification shall be turned away and their packages not accepted. Individuals without packages or carrying small packages or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All envelopes, packages and boxes may be subject to additional security screening.

There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited.

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

B. Submission of Pre-Qualifications

The Respondent shall submit:

- One reproducible original (containing original signatures and clearly designated as such);
- Seven (7) double-sided copies; and
- Two (2) CDs containing electronic copies.

Submissions shall be on or before the due date and time in accordance with the information on the cover page of this RFPQ and sent or delivered to the address specified on the cover page.

Each copy of the response as well as the parcel(s) used for shipping must be conspicuously marked with the Respondent's name and address along with the title of this RFPQ, this RFPQ Number and the Response Due Date. Failure to properly label proposal submissions may cause a delay in the identification, misdirection or disqualification of proposal submissions.

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

C. Communications Regarding this RFPQ

All communications concerning this RFPQ should be directed to the Contracts Specialist listed on the cover page. All questions regarding this RFPQ should be

submitted in writing to the Contracts Specialist at the email address listed on the cover page or before the question due date and time listed on the cover page.

Questions should be submitted in an MS Word attachment to the email, and in the following format:

RFPQ Section	RFPQ Page	Topic	Question
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The Contracts Specialist is authorized only to direct the attention of prospective Respondents to various portions of this RFPQ so that they may read and interpret such portions themselves.

Neither the Contracts Specialist nor any other employee of the Port Authority is authorized to interpret the provisions of this RFPQ, or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to Respondents by written addenda and such writing shall form a part of this RFPQ.

5. SUBMISSION REQUIREMENTS

In order to expedite the evaluation of pre-qualification, the respondent's response to this RFPQ shall follow the format and order of items, using the same paragraph identifiers, as set forth below.

A. Letter of Transmittal

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

The Letter of Transmittal shall contain:

- (1) Name and address of the respondent and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
- (2) Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to negotiate and execute the Contract;
- (3) Name, title and telephone number of a contact person to which the Port Authority can address questions or issues related to this RFPQ;

- (4) Name and address of proposed subcontractors, if any;
- (5) If a corporation: (a) a statement of the names and residences of its officers, and (b) a copy of its Certificate of Incorporation, with a written declaration signed by the secretary of the corporation, with the corporate seal affixed thereto, that the copy furnished is a true copy of the Certificate of Incorporation as of the date of the opening of the Proposals;

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

If an individual: a statement of residence.

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

B. Executive Summary

The respondent shall submit a summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFPQ, as well as the special competencies and expertise of the respondent to meet the requirements of this RFPQ.

C. Agreement on Terms of Discussion

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

D. Documentation of Proposer Prerequisites

The Proposer shall submit documentation to demonstrate that it meets all prerequisites, if any, included herein.

E. Acknowledgment of Addenda

If any Addenda are posted or sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any

Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

If the Proposer downloaded this RFP document, it is the responsibility of the Proposer to periodically check the Port Authority website at <http://www.panynj.gov/business-opportunities/bid-proposal-advertisements.html> and download any addenda that might have been issued in connection with this solicitation.

6. CONDITIONS FOR THE SUBMISSION OF A REQUEST FOR PRE-QUALIFICATION

In addition to all other requirements of this RFPQ, the respondent agrees to the following conditions for its submission.

A. Changes to this RFPQ

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFPQ. If an addendum is issued prior to the date proposals are due, it will be provided to all parties in the medium in which the parties obtained the RFPQ. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

B. Pre-qualification Preparation Costs

The Port Authority shall not be liable for any costs incurred by the respondent in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the respondent's pre-contract activity. No respondent 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.

C. Disclosure of Pre-qualification Contents / Use of Ideas and Materials

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

D. Ownership of Submitted Materials

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

E. Subcontractors

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

F. Conflict of Interest

If the respondent or any employee, agent or subcontractor of the respondent may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the respondent shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the respondent 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.

G. Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g., President or Vice President), General Partner, or such other individual authorized to bind the Respondent to the provisions of its proposal and this RFPQ.

H. References

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

I. Evaluation Procedures and Negotiation

Only respondents which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFPQ. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more respondents including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFPQ. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

J. Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). All costs associated with the Contract must reflect this exemption and be stated in U.S currency.

K. Most Advantageous Pre-qualification / No Obligation to Award

The Port Authority reserves the right to award the Contract to an entity other than the Respondent proposing the lowest price. The Contract will be awarded to the Respondent whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFPQ nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Respondent until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFPQ entitled "Proposal Acceptance or Rejection."

L. Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFPQ and Respondents are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

M. Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Respondent.

N. Rights of the Port Authority

- (1) The Port Authority reserves all its rights at law and equity with respect to this RFPQ including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFPQ, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Respondents to make a presentation, to undertake discussions and modifications with one or more Respondents, or to negotiate an agreement with any Respondent or third person who, at any time, subsequent to the deadline for submissions to this RFPQ, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Respondent or to proceed with any proposal or modified proposal, which in

its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Respondent shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

- (2) No Respondent shall have any rights against the Port Authority arising from the contents of this RFPQ, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Respondent, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Respondent required by this RFPQ or Contract and the Respondent agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.
- (3) At any time and from time to time after the opening of the proposals, the Port Authority may give oral or written notice to one or more Respondents to furnish additional information relating to its proposal and/or qualifications to perform the services contained in this RFPQ, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a proposal. Information shall be submitted within three (3) calendar days after the Port Authority's request unless a shorter or longer time is specified therein.

O. No Personal Liability

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

ATTACHMENT A

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority’s receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), 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.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on October 22, 2014, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Company)

(Signature)

(Title)

(Date)

**ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.**

ATTACHMENT B – QUALIFICATION REQUIREMENTS

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

- a. The Respondent shall have had at least five (5) years (November 1, 2010 – October 31, 2015) of continuous experience immediately prior to the date of submission of its response in the design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance of security systems. A firm may also qualify if, during the time period as stated above, the persons or entities owning and controlling the prospective bidding firm shall have satisfactorily performed, as owning and controlling another firm, services of similar scope to those required under this RFPQ. The work must have been completed to the satisfaction of the customer and on time. Please list at least five (5) references in the following format and send with your submission.

#	Customer Company Name	Description of Services Provided		Start Date (MM/YYYY)	End Date (MM/YYYY)
1					
		Contact Name	Contact Email	Contact Phone	
	Primary Contact				
	Alternate Contact				

b. During the time frame period stated in section 2a above, the Respondent, or persons or entities owning and controlling the Respondent, shall have performed or be performing services similar to those required hereunder under at least three (3) separate contracts, as follows: One (1) contract shall be for design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance of Lenel OnGuard Enterprise System. One (1) contract shall be for the design, purchase, installation, commissioning, testing, training, warranty, and hardware maintenance for Verint Nextiva. One (1) contract of size, type, and complexity comparable to that indicated in **Project Description, Section 1B** shall have satisfactorily completed installation (successfully operational for at least 1 year). as a prime or general contractor **Two of the contracts must demonstrate** of three thousand (3,000) cameras and four hundred (400) access points.

Based on these requirements, fill out the table below (pages 19 and 20). Space is provided to add a second contract, if desired.

Requirement	Contract 1	Contract 2
Customer Company Name		
Contract Start Date		
Contract End Date		
If hardware maintenance is included in the contract, enter the number of maintenance years.		
Contract within the last 5 years? (Y/N)		
Security system installed in the Continental United States? (Y/N)		
Contract Value (enter amount)		
Contract value includes hardware maintenance (Y/N)		
Contract involves Lenel Systems International (Access Control, Alarm Monitoring, ID Credentialing) (Y/N)		
Contract involves Verint Nextiva Video Systems Inc. (CCTV, video analytics, digital recording system) (Y/N)		
Contract involves both Lenel Systems International and Verint Nextiva Video Systems (Y/N)		

Requirement	Contract 1	Contract 2
Contract includes purchase of equipment (Y/N)		
Contract includes installation (Y/N)		
Contract includes testing (Y/N)		
Contract includes training (Y/N)		
Contract includes maintaining equipment (Y/N)		
System integrators are authorized resellers for Lenel Systems International (Y/N)		
System integrators are authorized resellers for Verint Nextiva Video Systems (Y/N)		
Does the contract demonstrate Lenel Access Control and/or Verint Nextiva CCTV security system hardware maintenance services <i>of similar scope and complexity</i> as this request? (Y/N)		
If you answered Yes to the question above, provide the total contract value for the hardware maintenance contract portion.		

c. The Respondent must be a Lenel OnGuard Value Added Reseller (VAR) in good standing and have a least one employee that is Lenel OnGuard Master Level certified. Proof of VAR status and certifications are required as part of this prerequisite.

	Lenel Systems International (Access Control, Alarm Monitoring System, ID Credentialing)	Verint Nextiva Video Systems Inc (Closed Circuit Camera Control, Display, Video)
Proof of Agreement (Y/N)		
Proof of Experience, Licensing, and Staff Certifications for Manufacturer's Product (must be provided in manufacturer's letterhead) (Y/N)		
Certified in NY and NJ (Y/N)		

d. The Respondent must be Verint Nextiva Value Added Reseller (VAR) in good standing and must have a least one employee that is Verint Nextiva Enterprise Level certified. Proof of VAR status and certification are required as part of this prerequisite.

Company Name	Address	Telephone Number

e. The Respondent shall prequalify in **one or both categories (Lenel and/or Verint)** by providing proof of agreement with the product manufacturer that the Respondent(s) is a qualified agent (supporting document required).

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

g. The Respondent shall demonstrate that it has earned gross revenues of \$3 million for the last two (2) fiscal years from the type of Product Sets services described herein. Provide a statement on letterhead signed by your CFO or a CPA certifying that your company meets the gross revenues specified above. Respondents may be required to provide its Annual Report

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THESE PREREQUISITES

ATTACHMENT C – NDA INSTRUCTIONS

Good Afternoon:

As per the attached instructions, please have a principal of your company complete the attached NDA form in connection with Multi-Facility Security Systems Design, Purchase, Installation and Hardware Maintenance: Request for Pre-Qualification (RFPQ) - Collective #44516.

- The individual who signs the NDA on behalf of the company must sign an Exhibit A.
- All prime employees that will come in contact with information must sign an Exhibit A.
- Any sub-contractors/sub-consultant entities that will come in contact with information must sign an Exhibit B.
- The individual who signs an Exhibit B on behalf of a sub-contractor/sub-consultant must also sign an Exhibit A.
- Any employees of an entity that signs an Exhibit B that will come in contact with information must also sign an Exhibit A.
- The NDA, Exhibit A, and Exhibit B are all contained within the same attachment.
- Below are instructions that are intended to supplement the NDA instructions included. In the event of any conflict between these instruction and the attached NDA instructions, the NDA instructions prevail. For your convenience, some of the spaces have been pre-populated.

Instructions for Prime Companies:

NDA

In [1], please insert the name of your company in “all caps.” In [2], insert the day of the month the agreement is being signed, in [3] please insert the month the agreement is being signed, [4] has been pre-populated with the year 2014. In [5] please insert the name of your company in “all caps.” This should match [1]. In [6], please insert the company’s full street address (no PO BOXES). [7] has been pre-populated with information about the project. The appropriate Port Authority contact information has been filled in for you in [8a], [8b], [8c]. Please print our name in [9], your title in [10] and the date the agreement was signed in [11]. [11] should be the same as the date filled in spaces [2], [3], and [4].

Exhibit A

After filling out and signing the NDA, the individual who signed the NDA and all other individuals who will come in contact with information must fill out and sign an Exhibit A.

All individuals who are employed by a Prime Company and will come in contact with information should follow the following steps:

In Exhibit A, please insert your name in [1], your working title (Project manager, Civil Engineer, President, etc.) in [2], and the name of your company in [3]. In [4] please insert the name of your company. [3] and [4] should be the same. In [5a], and [5b] please insert the

month and date. [5c] has been pre-populated with 2014. Please write "Port Authority" in [6]. Please print your name in [7] and insert the date Exhibit A was signed [8].

Instructions for Companies Serving as Sub-Consultant/Sub-Contractors:

Exhibit B

Please fill out an Exhibit B, as follows: In [1] please insert your name. In [2] please insert your title. In [3] please insert the full name of your entity (the company name). In [4] please insert the type of entity Corp, LLC, etc.) and the Jurisdiction of Formation (state). In [5] please insert the full address of the entity. In Number [6], describe the scope of work of your entity (the work being performed for the prime). [7] has been pre-populated with the information about this project. Please enter the month of the Prime Company's NDA in [8a] and the day of the month of the Prime Company's NDA in [8b]. [8c] has been pre-populated with 2014. In [9] please write the name of the Prime Company, print your name in [10] and insert the date the Exhibit B is being signed in [11]. After filling out and signing the Exhibit B, the individual who signed the Exhibit B and all other individuals who will come in contact with information must fill out and sign an Exhibit A.

Exhibit A

All individuals who are employed by a Sub-Contractor/Sub-Consultant and will come in contact with information should follow the following steps:

In Exhibit A, please insert your name in [1], your working title (Project manager, Civil Engineer, President, etc.) in [2], and the name of your company in [3]. In [4] please insert the name of the Prime Company. In [5a] and [5b] please insert the month and date that the Prime Company's NDA was signed. [5c] has been pre-populated with the year 2014. Please insert the name of the Prime Company in [6]. Number [4] and [6] should be the same. Please print your name in [7] and insert the date Exhibit A was signed [8].

Thank you.

Jeanette Anderson
Procurement Contracts Manager
Procurement Department

[ATTACHMENT D – NDA](#)

<Please click on the above link to download the document.>

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

[1-INSERT FULL NAME OF YOUR COMPANY-ALL CAPS]

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this [2-INSERT DAY OF MONTH HERE] day of [3-INSERT MONTH HERE], [2014], by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and [5-INSERT FULL NAME OF YOUR COMPANY-ALL CAPS] having an office and place of business at [6] (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Protected Information (as defined below) in connection with Multi-Facility Security Systems Design, Purchase, Installation and Hardware Maintenance: Request for Pre-Qualification (RFPO) - Collective # _____ (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

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

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

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

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

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned information as well as to limit access to such information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such protected, confidential, privileged, classified, commercial, proprietary or sensitive information, documents and plans, that the Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree that they will be required to treat as strictly confidential and/or privileged any of such information so provided, as well as the work product and conclusions of any assessments and evaluations or any recommendations relating thereto, and to also fully comply with applicable federal rules and regulations with respect thereto; and

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

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

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

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

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

(c) **“Protected Information”** means and includes collectively, Confidential Information, Confidential Privileged Information, Sensitive Security Information (SSI), Critical Infrastructure Information (CII) or Health Insurance Portability and Accountability Act (HIPPA) Information and Information that is labeled, marked or otherwise identified by or on behalf of the Port Authority so as to reasonably connote that such information is confidential, privileged, sensitive or proprietary in nature. The term Protected Information shall also include all work product that contains or is derived from any of the foregoing, whether in whole or in part, regardless of whether prepared by the Recipient, the Port Authority or others, or when the Port Authority receives such information from others and agrees to treat such information as Protected. The following Information shall not constitute Protected Information for the purpose of this Agreement:

- (i) Particular Information, other than Confidential Privileged Information, that is provided to the Recipient by a source other than the Port Authority, provided that such source is not subject to a confidentiality agreement, or similar obligation, or understanding with or for the benefit of the Port Authority, with respect to such Information and that the identity of such source is not itself part of such Protected Information.
- (ii) Information that is or becomes generally available to the public other than as a result of a disclosure by the Recipient or a Related Party in violation of this Agreement.
- (iii) Information that is known to or was in the possession of the Recipient or a Related Party on a non-confidential basis prior to the disclosure of such Information by the Port Authority.

(d) **“Confidential Information”** means and includes collectively, any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws. It also includes information that contains sensitive financial, commercial or other proprietary business information concerning or relating to the Port Authority, its projects, operations or facilities that would be exempt from release under the Port Authority Freedom of Information Code.

(e) **“Confidential Privileged Information”** means and includes collectively, (i) Information that reveals security risks, threats, vulnerabilities, documentation that identifies specific physical security vulnerabilities or revealing specific security vulnerabilities details related to emergency response protocols, egress plans, flow paths, egress capacities, (diagrams, codes, standards) etc., which is not publicly available.” and any and all Information, documents and materials entitled to protection as a public interest privilege under New York State law and as may be deemed to be afforded or entitled to the protection of any other privilege recognized under New York and/or New Jersey state laws or Federal laws, and (ii) certain Critical Infrastructure Information.

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

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

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

(i) **"Health Insurance Portability and Accountability Act"** (HIPAA) Information Employees, associates or other contract personnel who have access to Protected Health Information (PHI) must refer to, and comply with, the Privacy Policies and Procedures to Protect Personal Health Information. Privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "Privacy Laws") place restrictions on the Group Health Plans of the Port Authority and PATH (the "Plans") ability to use and disclose Protected Health Information ("PHI").

(j) **"Port Authority Handbook"** means The Port Authority of New York and New Jersey. Information Security Handbook, as may be amended by the Port Authority, from time to time.

(k) **"Project Purposes"** means the use of Protected Information strictly and only for purposes related to Recipient's and its Related Parties' participation and involvement in the Project, and only for such period of time during which Recipient and its Related Parties are involved in Project related activities.

(l) **"Related Party"** and **"Related Parties"** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants (and their respective directors, employees, officers, partners or members) to whom any Protected Information is disclosed or made available.

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

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

(b) Recipient and each Related Party acknowledges and agrees that (i) any violation by the Recipient or any of its Related Parties of the terms, conditions or restrictions of this

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

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

(d) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures, and those of each Related Party, as applicable, to ensure that it is in compliance with the terms of this Agreement.

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

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

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

and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

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

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

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

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

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

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

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and the Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. “**Port Authority Legislation**” shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney’s Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

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

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

Original to the Port Authority: Jeanette Anderson
The Port Authority of New York and New Jersey
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, New York 10007

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law
DISO

If to the Recipient: _____

with a copy to: _____

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

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

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

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

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

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

because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

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

RECIPIENT:

Signature: _____

Print Name: [9- PRINT INDIVIDUAL NAME]

Title: [10-INSERT TITLE]

Date: [11-INSERT DATE SIGNED]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1-INSERT INDIVIDUAL NAME HERE] (“**Related Party**”), am employed as a(n) [2-INSERT INDIVIDUAL'S WORKING TITLE] by [3-INSERT FULL NAME OF YOUR COMPANY]. I have been provided with and have read the Non Disclosure and Confidentiality Agreement between [4] (the “**Recipient**”) and The Port Authority of New York and New Jersey (the “**Port Authority**”) dated [5a-INSERT DAY OF THE MONTH NDA WAS SIGNED] [5b-INSERT MONTH NDA WAS SIGNED], [2014] (hereinafter the “**Agreement**”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with [6], both my employer and I may be provided with access to, and/or copies of, sensitive security materials, protected or confidential information. If it is required for me to review or receive Protected Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

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

Signature: _____

Print Name: [7-PRINT YOUR NAME]

Date: [8-INSERT DATE SIGNED]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1-INSERT NAME HERE], is the [2-INSERT TITLE] of [3-INSERT FULL NAME OF ENTITY], a [4-INSERT TYPE OF ENTITY AND JURISDICTION OF FORMATION] (“**Related Party**”), located at [5-INSERT COMPANY ADDRESS], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6-DESCRIBE SCOPE OF WORK OF RELATED PARTY (WORK BEING PERFORMED FOR PRIME)] in connection with [Advanced Transportation Management System (ATMS) Software Package- Stage I] for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [8a-INSERT DATE OF MONTH PRIME SIGNED NDA - [8b-INSERT MONTH PRIME SIGNED NDA], [2014], between [9-INSERT FULL NAME OF PRIME COMPANY] (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signature: _____

Print Name: [10-PRINT YOUR NAME]

Date: [11-INSERT DATE SIGNED]