REQUEST FOR QUALIFICATION (RFQ)

ISSUE DATE: AUGUST 1, 2019

TITLE: REQUEST FOR QUALIFICATION RELATED TO THE FIT-OUT AND OPERATION OF THE INTERIOR OF THE CENTRAL HALL AT LAGUARDIA AIRPORT

RFQ NO.: 58354

SEND RESPONSES TO: REFER TO THE DOCUMENT FOR RESPONSE INSTRUCTIONS

DUE DATE: AUGUST 29, 2019 TIME: 2:00 P.M.

CONTACT: JAMES SUMMERVILLE
(212) 435-4642
jsummerville@panynj.gov
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1. GENERAL INFORMATION: THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

For background with respect to The Port Authority of New York and New Jersey (the Port Authority) see www.panynj.gov. Additionally, the most recent electronic version of the Authority’s Annual Report is available at http://www.panynj.gov/corporate-information/annual-reports.html

2. OVERVIEW AND PURPOSE OF THIS REQUEST FOR QUALIFICATION

A. LaGuardia Redevelopment: An Overview

Redevelopment of LaGuardia Airport (LGA or Airport) includes construction of a new:

- Central Hall, which will be located pre-security, between Terminals B and C;
- Terminal B and associated garage;
- Terminal C (and the extension of the existing East Garage);
- Roadway approach to both new terminals;
- Integrated airport frontage uniting Terminal B, Central Hall, and Terminal C

Information concerning the redevelopment of LGA can be found at www.anewlga.com.

Concerning the proposed development of an AirTrain at LGA, the AirTrain is currently under environmental review by the Federal Aviation Administration (FAA). As the lead federal agency, the FAA is preparing an Environmental Impact Statement (EIS) which will independently evaluate the preferred alternative proposed by the Port Authority. Other alternatives to the preferred alternative may also be identified and evaluated as part of the EIS process. The FAA’s Notice of Intent to prepare an EIS for the proposed project was published in the Federal Register on May 3, 2019 and can be found at the following webpage: https://www.federalregister.gov/documents/2019/05/03/2019-08863/notice-of-intent-to-prepare-an-environmental-impact-statement-eis-and-initiate-section-106.

Additional information about the status of the FAA’s EIS can be found at the following webpage: www.lgaaccessseis.com.

B. Central Hall Vision

Serving as the central entrance and new “front door” to the $8 billion USD “Whole New LaGuardia Airport”, the Central Hall is conceived as a unique feature of the first new airport to be built in the U.S. in 25 years. The Central Hall will feature a soaring 50-foot-high ceiling, glass walls providing stunning views of the airfield, and approximately 62,500 square feet of premium interior space, significantly larger in scale than Vanderbilt Hall at Grand Central Terminal.

Wrapped in floor-to-ceiling glass curtainwall, the Central Hall commands sweeping views of active airfield and of the waterfront beyond. The Port Authority seeks a public-private partnership to provide creative vision, exceptional interior design, and innovative, world-class premium programming that will create a Central Hall that will serve as an illuminated and iconic beacon to millions of travelers at the airport, on the Grand Central Parkway and the public at large.
Visitors will enter the new Central Hall and be greeted by a unified flight information display of departures and arrivals for the entire redeveloped Airport.

The Central Hall is intended to become an iconic, compelling and architecturally significant interior space with premium dining, retail, meeting space, and other amenities of high appeal to LaGuardia’s 30 million annual passengers and 12,000 airport employees. It should also incorporate a significant, unique art or architectural or interactive installation (e.g. the clock at Grand Central Terminal; the Charging Bull near Wall Street; the World’s Fair unisphere in Queens) that can become a recognizable “meetup” place for travelers and that is unique to LGA, serving to brand the New LaGuardia as a new New York landmark.

The core and shell of the Central Hall is expected to be completed by the second quarter of 2022.

The Port Authority intends to provide conceptual architectural drawings for the Central Hall, both in plan and elevation, in an addendum to this Request for Qualification

C. Purpose of this Request for Qualification (RFQ) and anticipated timeline

The Port Authority is seeking to prequalify firms (e.g. developers and/or operators) to receive a future Request for Proposals (RFP) for the design, fit-out, and programing/management/operation of the Central Hall (the Project). The Port Authority anticipates making a prequalification determination, conducting Collaborative Discussion Meetings with prequalified firms, and issuing the RFP in the fall of 2019.

Currently, the Port Authority assumes that:

A. The firm selected through the RFP process will be responsible for the design, fit-out, and programming/management/operation of the Central Hall under a long-term sub-sublease with the Port Authority. (The Port Authority’s lease with the City of New York expires in 2050.) All conveyances and other financing will be subordinated to the Port Authority’s interest under the lease.

B. The selected firm will have the sole responsibility for obtaining all equity and debt necessary for the Project.

C. The selected firm may be requested to assume special event operation of certain portions of LGA’s historically significant Marine Air Terminal (MAT). This service will be elaborated in the future RFP.

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2 Collaborative Discussion Meetings, or CDMs, are individual meetings between the Port Authority and select prequalified firms. At the CDMs, both parties will discuss topics related to the Project. These topics could include ideas for the use of space at the Central Hall; the ideal duration of an agreement term; the type of coordination between the selected proposer and the Port Authority contractor responsible for constructing the Central Hall; the type of information necessary to formalize a committed proposal; ideas to foster a commitment to sustainable growth that supports the Port Authority’s goal to minimize, offset and/or eliminate carbon contributions from new development at the airports, and to maximize participation from MBES and WBES. The information obtained in the CDMs may inform the development of the RFP.
D. In designing and constructing the fit-out of the Central Hall, the selected firm will be expected to comply with, at minimum, the guidelines and requirements conveyed in the following Port Authority documents, at minimum: the Tenant Construction and Alteration Process Manual; the Port Authority Sustainable Building Guidelines; the Port Authority Customer Care Airport Standards Manual; and the November 24, 2004 Amended and Restated Agreement of Lease of the Municipal Air Terminals (the Airport Lease).²

Furthermore, The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The RFP resulting from this prequalification will have M/WBE goals included. The Port Authority currently sets goals at 20% MBE and 10% WBE participation.

The RFP may require the prequalified firms to submit the following information, at minimum:

1. Additional information concerning their experience, qualifications, and financial capacity to perform the Project.
2. A financial offer to the Port Authority, providing an estimated value of the Project and including how the proposer will construct and finance the Project (including the certainty of commitments of funding sources).
3. A Marketing Plan for the Central Hall.
4. The Technical and Management approach for the development and operation of the Central Hall; and
5. The proposed design solution, including how the Central Hall will, according to the prequalified proposers, will become a focal point of LGA and a place that unquestionably reflects the energy and dynamic nature of Queens and New York.

3. QUALIFICATIONS

Only firms (Respondents) that can demonstrate compliance with the following qualifications and experience should submit a response to this RFQ, along with supporting documentation, as only responses from such Respondents will be considered.

² The Port Authority does not anticipate that Respondents need to become familiar with these documents in order to prepare a response to this RFQ. However, prequalified firms that respond to the future RFP should become familiar with the requirements and guidelines set forth in these documents.
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| Respondents’ groups shall have had at least five (5) years of experience immediately prior to the date of submission of its response as a business engaged in financing, designing, fit out, and managing spaces of a similar scale and for similar functionality (as described in Section 2 hereof: premium dining, retail, meeting space and other amenities of high appeal). For the purpose of this qualification, spaces of a similar size shall mean, either individually or collectively, spaces that are no less than 10,000 sq. ft. | 1. The Respondent shall describe the structure of its proposed team, including any subcontractors, that will be used to satisfy the Respondent Qualification.  
2. The Respondent shall describe projects that demonstrate its qualifications. For illustrative purposes only, if the Respondent has experience in designing, developing, owning or managing spaces (of similar size, individually or collectively) used for dining, retail, conference rooms or event spaces, the Respondent should:  
A. Describe each project;  
B. Identify the time period of the project;  
C. Identify the cost of each project;  
D. Describe its individual responsibility (i.e. was the Respondent responsible for all or some of the following activities: financing, designing, fit out, owning, managing the space);  
E. Identify each principal team member (prime and subcontractors) and summarize their roles in the projects that demonstrate compliance with the Respondent Qualification.  
F. Provide the client contact information (firm name, contact name, contact email address and phone number) for each of the referenced projects. |
| Respondents may use subcontractors to demonstrate compliance with the foregoing experience qualifications. | |

**Notice Regarding Prequalification Submitted as Joint Ventures:**

1. In the event a response is submitted by a joint venture, the foregoing qualifications will be considered satisfied if the joint venture itself, or any of its participants individually, can meet the requirements.

2. If the response is submitted by a common law joint venture, a joint venture that has not been established as a distinct legal entity, each participant of the joint venture shall be held jointly and severally liable and must individually execute this response. Documents signed by a common law joint venture, in connection with this response, shall include the names of all participants of the joint venture followed by the words “acting jointly and severally”. All joint venture Respondents must provide documentation of their legal status.

3. If deemed prequalified, the Port Authority expects Respondents will utilize the same Joint Venture partners proposed for satisfying the RFQ requirements for the subsequent solicitation.

4. If a request is made to the Port Authority by a prequalified firm to add or substitute a joint venture partner, the Proposer shall submit, with its request for approval, the information required by the RFQ for the new partner. For any proposed change to a Proposer’s organization, the Proposer
shall submit all information the Port Authority may require, including updated versions of information submitted in its response to the RFQ, to demonstrate that the Proposer team, once changed, would continue to satisfy the requirements set forth in the RFQ, as determined in the sole discretion of the Port Authority.

Notice Regarding Prequalification Submitted Including Subcontractors to Meet Qualifications:

5. If deemed prequalified, the Port Authority expects Respondents will utilize the same subcontractor proposed for satisfying the RFQ requirements for the subsequent solicitation in a similar capacity on the RFP.

6. If a request is made to the Port Authority by a prequalified firm to substitute a subcontractor whose experience was submitted to meet a prerequisite, the Proposer shall submit, with its request for approval, the information required by the RFQ for the new subcontractor. For any proposed change that may affect the determination that the Respondent was prequalified, the Proposer shall submit all information the Port Authority may require, including updated versions of information submitted in its response to the RFQ, to demonstrate that the Proposer’s reliance on subcontractor’s experience to meet the prerequisites, once that subcontractor has changed, would continue to satisfy the requirements set forth in the RFQ, as determined in the sole discretion of the Port Authority.

All Respondents must include documentation that they meet the above qualification(s).

By furnishing this RFQ to Respondents, the Port Authority has not made a determination that the Respondents have met any of the prerequisites contained in this RFQ or have otherwise been deemed qualified to perform any services for or on behalf of the Port Authority. In addition, a determination that a Respondent has met the prerequisites contained in this RFQ is no assurance that they will be deemed qualified in connection with other response requirements as may be detailed in any subsequent solicitation.

4. SUBMISSION OF INFORMATION

In order to expedite the evaluation of responses, the Respondent’s response to this RFQ 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 RFQ. This letter shall include a statement on whether the Respondent is submitting a response as a single entity, a joint venture, or is partnering with firms 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:

(a) Name and address of the Respondent and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Respondent;
(b) Names, titles, emails and telephone number of two contact persons (primary and backup) to which the Port Authority can address questions or issues related to this RFQ;
(c) Name and address of any proposed subcontractors used to meet prerequisites, if any.

B. Executive Summary; Statement of Qualification

The Respondent shall submit a summary of no more than five (5) pages in length, single spaced, presenting its general experience and qualifications and stating how the Respondent can assist the Port Authority in meeting the stated objectives. This statement shall include details as to how the response satisfies the qualifications contained in this RFQ.

C. Agreement on Terms of Discussion

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

D. Documentation of Response Qualifications

The Respondent shall submit documentation to substantiate demonstration of the Respondent Qualification set forth in Section 3, above. Specifically, respondents shall provide documentation to address “Information Required” in Section 3.

E. Non-Disclosure and Confidentiality Agreement and Acknowledgments

Information provided at the aforementioned CDMs might be confidential. Therefore, as a condition to participating in the CDMs, all prequalified Respondents must have executed a Non-Disclosure and Confidentiality Agreement and Acknowledgments, which is attached hereto as Attachment B.

With its response, the Respondent shall submit a copy of the Non-Disclosure and Confidentiality Agreement, signed by an authorized representative of the Respondent, as well as the required Acknowledgments. The Agreement and Acknowledgments shall be submitted by the Respondent without any alterations or deviations.

F. Vendor Profile

To ensure maximum opportunities, it is vitally important that Respondents keep their vendor profiles up to date with an appropriate e-mail address, as this will enable firms to receive timely notice of advertisements, reminders, solicitations and addenda. Respondents may update their vendor profiles or register as Port Authority Vendors by accessing the online registration system at https://www.paprocure.com/irj/portal.
G. Submission of RFQ Response

Each Respondent shall email a .pdf copy of its response to James Summerville (jsummerville@panvni.gov) no later than the Response Due Date and time conveyed on the cover page of this RFQ. The subject line should clearly indicate the transmission is in response to this RFQ, Request for Qualification Related to the Fit-Out and Operation of the Interior of the Central Hall at LaGuardia Airport, and include the RFQ number 58354 listed on the cover page. Exclude any images in your response that could complicate the easy dissemination of your response. In addition, do not include marketing material.

H. Communication Regarding this Prequalification

All communications concerning this RFQ, including questions, shall be directed to the Contract Specialist listed on the cover page.

The Contract Specialist is authorized only to direct the attention of prospective Respondents to various portions of this RFQ so that they may read and interpret such portions themselves. Neither the Contacts nor any other employee of the Port Authority is authorized to interpret the provisions of this RFQ or give additional information as to its requirements. If interpretation or other information is required, it will be communicated to prospective Respondents by written addenda and such writing shall form a part of this RFQ.

I. Prequalification

Determination of prequalification shall be made in writing to the person designated by the Respondent in its response, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the Respondent is deemed prequalified and eligible to receive the RFP solicitation. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute determination of prequalification. Firms that are not deemed prequalified shall be informed by a notice in writing signed by an authorized representative on behalf of the Port Authority.

5. CONDITIONS FOR THE SUBMISSION OF A RESPONSE

In addition to all other requirements of this RFQ, the Respondent agrees to the following conditions for the submission of its response.

A. Changes to this RFQ

At any time, in its sole discretion, the Port Authority may by written addenda, modify, correct, amend, cancel and/or reissue this RFQ. If an addendum is issued prior to the date responses are due, it will be provided to all parties in the medium in which the parties obtained the RFQ. If an addendum is issued after responses have been received, the addendum will be provided only to those whose responses remain under consideration at such time.
B. Prequalification 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 response, or in any other aspect of the Respondent’s activity relating to its response. 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 Respondent.

C. Disclosure of Prequalification Contents / Use of Ideas and Materials

Response information is not generally considered confidential or proprietary. All information contained in the response 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 RFQ shall become the property of the Port Authority. A determination that a Respondent has (or has not) been prequalified shall not affect this right.

E. Subcontractors

If a Respondent intends to use subcontractor(s) to meet any of the RFQ prerequisites, the Respondent must identify in its response the names of the subcontractor(s) and the applicable prerequisite the Respondent is using the subcontractor(s) experience to meet.

F. Authorized Signature

Responses 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 Response and this RFQ.

G. References

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

H. Rights of the Port Authority

(a) The Port Authority reserves all its rights at law and equity with respect to this RFQ including, but not limited to, the unqualified right, at any time and in its sole discretion, to change or modify this RFQ, to reject any and all responses, to waive defects or irregularities in responses received, to seek clarification of responses, 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 third person who, at any time, subsequent to the deadline for submissions to this RFQ, may express an interest in the subject matter hereof, to terminate further participation
in the response process by a Respondent or to proceed with any response or modified response, 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 responses or to request or accept additional material or information. The holding of any discussions with any Respondent shall not constitute acceptance of a Response, and a Response may be accepted with or without discussions.

(b) No Respondent shall have any rights against the Port Authority arising from the contents of this RFQ, the receipt of responses, or the incorporation in or rejection of information contained in any response 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 any subsequent 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 response, 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 RFQ and the Respondent agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

(c) At any time and from time to time after the opening of the responses, the Port Authority may give oral or written notice to one or more Respondents to furnish additional information relating to its response and/or qualifications to perform the services contained in this RFQ, or to meet with designated representatives of the Port Authority. The giving of such notice shall not be construed as an acceptance of a response. Information shall be submitted within three (3) calendar days after the Port Authority’s request unless a shorter or longer time is specified therein.

I. 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 RFQ or any statements made herein or because of the submission or attempted submission of a Response 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 Public Records Access Policy adopted by the Port Authority’s Board of Commissioners, which may be found on the Port Authority website at: http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/. The foregoing applies to any information, whether or not given at the invitation of the Authority.

________________________________________
(Company)

________________________________________
(Signature)

________________________________________
(Title)

________________________________________
(Date)

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DO NOT RETYPE.

Rev. 01/27/17
ATTACHMENT B: NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT AND ACKNOWLEDGMENTS

See following pages
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN

[1]

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this
"Agreement") is made as of this [2] day of [3], [4], 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 4 World Trade Center,
150 Greenwich Street, New York, New York, 10007, and [5] 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 [7]
(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 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), (Protected) Critical Infrastructure Information (PCII/CII) or Health Insurance Portability and Accountability Act (HIPAA), Personal Identifiable (Identifying) Information (PII) 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 Port Authority or a third party, 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, including Law Enforcement Confidential Information, documents and materials that are considered sensitive and restrictive access in nature so as to not be revealed to or shared with the public or published in the public domain nor revealed to or shared with third party individuals or entities who do not have a need to know. It also includes information that HIPAA or PII or which 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 Records Policy. It also includes sensitive financial, commercial and other business information received from third parties under Memorandum of Understanding/Agreement (MOU/MOA) or Non-Disclosure and Confidential Agreements.

(e) "Confidential Privileged Information" means and includes collectively Information that sets forth security initiatives, to include those related to the implementation of physical, staffing, information and cyber protocols or that reveal security risks, threats, vulnerabilities. Law Enforcement Privileged Information 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.

(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.


(i) “Health Insurance Portability and Accountability Act” 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 (“HIPAAA” 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) “Personal Identifying (Identifiable) Information” (PII) is information which may be used to distinguish or trace an individual’s identity, such as their name, social security number, driver’s license, fingerprints, biometric records, etc. which alone, or when combined with other personal or identifying information may be used to link or is linkable to a specific individual (such as date and place of birth, mother’s maiden name, etc.).

(k) “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.

(l) “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.

(m) “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
gounds 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: The Port Authority of New York and New Jersey

with a copy to: The Port Authority of New York and New Jersey
4 World Trade Center
150 Greenwich Street, 24th Floor
New York, NY 10007
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.

This Agreement may be transmitted to the Port Authority by e-mail or other electronic transmission, which will be deemed an original. Electronic signatures shall have the same legal force and effect as original signatures.

**RECIPIENT:**

Signature: ____________________________

Print Name: [9]

Title: [10]

Date: [11]
EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("Related Party"), am employed as a(n) [2] by [3]. 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] [5b], [5c] (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]

Date: [8]
EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1], is the [2] of [3], a [4] ("Related Party"), located at [5], 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] in connection with [7] 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] [8b], [8c], between [9] (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]  

Date: [11]
EXHIBIT A - SUB

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, [1] ("Related Party"), am employed as a(n) [2] by [3]. 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] [5b], [5c] (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]

Date: [8]
Port Authority Non-Disclosure and Confidentiality Agreement (NDA)

Instructions – Prime Company:

Please fill in the NDA as described below. All original NDA's and Exhibit A’s must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department (as described on Page 8 of the NDA).

<table>
<thead>
<tr>
<th>Field Form Number</th>
<th>Description of Data to be Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>Insert Name of Your Company (All caps)</td>
</tr>
<tr>
<td>[2]</td>
<td>Insert Calendar Date</td>
</tr>
<tr>
<td>[3]</td>
<td>Insert Month</td>
</tr>
<tr>
<td>[4]</td>
<td>Insert Year</td>
</tr>
<tr>
<td>[5]</td>
<td>Insert Name of Your Company</td>
</tr>
<tr>
<td>[6]</td>
<td>Insert Company's full street address (no P.O. boxes) – city, state, and zip code</td>
</tr>
<tr>
<td>[7]</td>
<td>Insert title of Agreement or Project and Agreement Number</td>
</tr>
<tr>
<td>[8a], [8b] &amp; [8c]</td>
<td>Insert Name and address of Port Authority contact</td>
</tr>
<tr>
<td>[9]</td>
<td>Print Your Name (Signatory must be a Principal of the Company)</td>
</tr>
<tr>
<td>[10]</td>
<td>Print Your Title – (Signatory must be a Principal of the Company)</td>
</tr>
<tr>
<td>[11]</td>
<td>Insert Date Signed (Must match date on Page 1)</td>
</tr>
</tbody>
</table>

The NDA signor must be an authorized signatory of the Company. If the NDA signor will have access to Protected Information, this individual must also execute an Exhibit A Related Party Individual Acknowledgment.

EXHIBIT A

Port Authority Acknowledgment by Related Party Individual Instructions:

Please fill in the Exhibit A Related Party Individual Acknowledgment as described below. Any Prime employees who will have access to Protected Information must execute an Exhibit A Related Party Individual Acknowledgement.

<table>
<thead>
<tr>
<th>Field Form Number</th>
<th>Description of Data to be Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>Insert Your Name</td>
</tr>
<tr>
<td>[2]</td>
<td>Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil Engineer, etc.)</td>
</tr>
<tr>
<td>[3]</td>
<td>Insert Name of Your Company</td>
</tr>
<tr>
<td>[4]</td>
<td>Insert Name of Your Company</td>
</tr>
<tr>
<td>[5a], [5b] &amp; [5c]</td>
<td>Date of Your Company NDA</td>
</tr>
<tr>
<td>[6]</td>
<td>Insert “the Port Authority”</td>
</tr>
<tr>
<td>[7]</td>
<td>Print Your Name</td>
</tr>
<tr>
<td>[8]</td>
<td>Insert Date Signed</td>
</tr>
</tbody>
</table>
EXHIBIT B
Port Authority Acknowledgment by Related Party Entity Instructions
(For use by Sub-Consultants or Sub-Contractors ONLY)

Please fill in the Exhibit B Related Party Entity Acknowledgment as described below. All original Exhibit B and Exhibit A-SUB Acknowledgments must be forwarded to the Port Authority contact with a copy to the Port Authority Law Department.

<table>
<thead>
<tr>
<th>Field Form Number</th>
<th>Description of Data to be Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>Insert Your Name – (Signatory must be a Principal of the Company)</td>
</tr>
<tr>
<td>[2]</td>
<td>Insert Your Title</td>
</tr>
<tr>
<td>[3]</td>
<td>Insert Name of Entity (Company Name)</td>
</tr>
<tr>
<td>[4]</td>
<td>Insert Type of Entity (Corp., LLC, Inc., etc.) and Jurisdiction of Formation (State)</td>
</tr>
<tr>
<td>[5]</td>
<td>Insert Full Address of Entity (Company Address)</td>
</tr>
<tr>
<td>[6]</td>
<td>Insert function or task (Work performing for Prime)</td>
</tr>
<tr>
<td>[7]</td>
<td>Insert title of Prime’s Agreement or Project and Agreement Number</td>
</tr>
<tr>
<td>[8a], [8b] &amp; [8c]</td>
<td>Enter Month, Date and Year of the Prime Company’s NDA (page 1).</td>
</tr>
<tr>
<td>[9]</td>
<td>Insert Name of Prime Company’s Name</td>
</tr>
<tr>
<td>[10]</td>
<td>Print Your Name – (Signatory must be a Principal of the Company)</td>
</tr>
<tr>
<td>[11]</td>
<td>Insert Date Signed</td>
</tr>
</tbody>
</table>

The signor of the Exhibit B must be an authorized signatory. If the authorized signatory will have access to Protected Information, this individual must also execute an Exhibit A-SUB Related Party Individual Acknowledgment.

EXHIBIT A - SUB
Port Authority Acknowledgment by Related Party Sub Individual Instructions:

Please fill in the Exhibit A-SUB Related Party Sub Individual Acknowledgment as described below. Any Sub-Consultant or Sub-Contractor employees who will have access to Protected Information must execute an Exhibit A-SUB Related Party Individual Acknowledgement.

<table>
<thead>
<tr>
<th>Field Form Number</th>
<th>Description of Data to be Entered</th>
</tr>
</thead>
<tbody>
<tr>
<td>[1]</td>
<td>Insert Your Name</td>
</tr>
<tr>
<td>[2]</td>
<td>Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil</td>
</tr>
<tr>
<td>[3]</td>
<td>Insert Name of Your Company</td>
</tr>
<tr>
<td>[5a], [5b] &amp; [5c]</td>
<td>Insert Month, Date, and Year of the Prime Company’s NDA (page1).</td>
</tr>
<tr>
<td>[7]</td>
<td>Print Your Name</td>
</tr>
<tr>
<td>[8]</td>
<td>Insert Date Signed</td>
</tr>
</tbody>
</table>

Port Authority Non-Disclosure and Confidentiality Agreement Instructions 042018