

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
ATTN: BID/PROPOSAL CUSTODIAN
TWO MONTGOMREY STREET, 3rd FLOOR
JERSEY CITY, NEW JERSEY 07302**

REQUEST FOR PRE-QUALIFICATIONS (RFPQ) May 24, 2013

**TITLE: REQUEST FOR PRE-QUALIFICATIONS FOR ACCESS
CONTROL AND VIDEO MANAGEMENT APPLICATIONS
SUPPORT SERVICES – STAGE 1**

RFPQ NO.: 33621

SUBMIT QUALIFICATIONS BY DUE DATE AND TIME TO THE ABOVE ADDRESS

QUALIFICATIONS DUE DATE: June 27, 2013 TIME: 2:00 PM

QUESTIONS DUE BY: June 13, 2013 TIME: 2:00 PM

**BUYER NAME: Jeanette Anderson
PHONE NO.: (201)-395-3430
FAX NO.: (201)-395-3425
EMAIL: jeanette.anderson@panynj.gov**

TABLE OF CONTENTS

1) GENERAL INFORMATION: THE PORT AUTHORITY OF NY & NJ..... 3

2) PROJECT DESCRIPTION..... 3

3) PRE-QUALIFICATION ACCEPTANCE OR REJECTION..... 8

4) PREREQUISITES..... 8

5) SUBMISSION INSTRUCTIONS..... 11

6) SUBMISSION REQUIREMENTS..... 12

7) Waiver of Defects-Rejection of Submittals..... 14

8) Personal Non-Liability..... 14

ATTACHMENT A: AGREEMENT ON TERMS OF DISCUSSION..... 15

ATTACHMENT B1 – QUALIFICATION REQUIREMENTS..... 16

ATTACHMENT B2 - QUALIFICATION REQUIREMENTS..... 17

ATTACHMENT B3 - QUALIFICATION REQUIREMENTS..... 18

ATTACHMENT B4 - QUALIFICATION REQUIREMENTS..... 19

ATTACHMENT B5 - QUALIFICATION REQUIREMENTS..... 21

ATTACHMENT C – CONTRACTORS INTEGRITY PROVISIONS..... 22

EXHIBIT A..... 39

 ACKNOWLEDGMENT BY RELATED PARTY ENTITY..... 39

 ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL..... 40

1) GENERAL INFORMATION: THE PORT AUTHORITY OF NY & NJ

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.

2) PROJECT DESCRIPTION

a. BACKGROUND

The Port Authority has used Lenel OnGuard and Verint Nextiva and Loronix software since 1997 to manage access control, alarm monitoring, credentialing and digital video management functions for the Authority and its subsidiaries. Subsequent to the initial Lenel and Verint implementations, these systems have been upgraded numerous times, and currently multiple software versions are in use on a number of configurations e.g., stand-alone, enterprise, and centralized system solutions. It is the Agency’s intent to consolidate to an enterprise approach for all Lenel and Verint systems resulting in a single Agency-wide Enterprise Security System solution using current software versions for each application. Going forward when referencing Verint Nextiva, it is also meant to include all Loronix systems.

The Port Authority's Lenel's OnGuard and Verint's Nextiva system consists of the following modules, at a minimum:

- i. Lenel OnGuard access control, alarm monitoring, credentialing application software which includes mobile badging stations, biometrics and smart card technology and all associated components
- ii. Verint Nextiva Digital Video Recording System, which includes video recorders, encoders, decoders, IP cameras, web/smart/thick clients, media gateways, multisite servers, and video analytic servers
- iii. Verint Loronix Digital Video Recording System, which include digital video recorders and varying levels of integration to analog matrix switchers (depending on facility)

Only firm(s) prequalified according to the prerequisites specified herein will be eligible to respond to a currently anticipated Request for Proposal ("RFP") for the services summarized herein. Qualification includes signing the necessary Non-Disclosure Agreements (NDA), undergoing background checks, and completing the Port Authority Confidential Information Practices and Procedures (CIPP) training for Confidential and Privileged documents. All Confidential and Privileged information must be handled and secured as outlined in the Port Authority Information Security Guidelines, attached herein as Exhibit B.

b. DURATION

It is anticipated that any Contract to be awarded as a result of a subsequent Request for Proposals (RFP) issued to prequalified firms will be for three (3) year period. The Authority shall have the sole right to extend the Contract for up to two (2) additional two-year option periods ("Option Periods"). In addition, the Authority will also have the sole right to extend the Contract for a 120-day period either at the end of the base period or at any option period.

c. BRIEF SCOPE OF WORK

The Port Authority uses electronic physical Access Control and digital Video Management Systems as a key component of securing our facilities. The Authority is seeking a contractor to be the Application Administrator that will administer and maintain the day-to-day application specific operations for the Port Authority Agency-wide Enterprise Security System including Access Control Systems (ACS) and Video Management Systems (VMS).

The Contractor's responsibilities shall be referred to as "Application Management Services" (AMS) for the Agency's Enterprise Security Systems. AMS is defined as the performance of any tasks that are required to keep both the ACS and VMS operational and in good working condition as per manufacturer recommendations and best practices. This includes but is not limited to patches, updates, upgrades, health checks, testing, implementation of new features, license administration, naming conventions, device programming, card layout management,

badge formats, camera groups, recording profiles, recording schedules, creating and maintaining complete system configuration documentation, report template generation and creation, project planning participation, user log-in structure and maintenance, permission groups, access levels, replication administration, cluster health monitoring, training, technical support as needed, and change control management as it relates to the security system applications. Hardware associated with physical devices such as servers, network switches, field panels, card readers, cameras, encoders, decoders, recording servers and associated storage, workstations, monitors, keyboards, and all associated power supplies as well as uninterruptable power supplies (UPS) are maintained under separate contracts by third party vendors and are not included as part of AMS responsibilities; however tasks associated with ensuring proper interaction and operation of the software with the hardware is included under AMS. With the exception of the Operating System software and Database Engine software, all other applications concerning the ACS and VMS are included as part of AMS.

Enterprise Security Systems are defined as security solutions that include electronic access control and Closed Circuit Television (CCTV) systems which use multiple servers in multiple geographically diverse locations.

Geographically diverse server locations means the system servers are installed in different rooms and/or different buildings at a particular facility campus or other facilities.

Enterprise Security Systems have multiple facility campuses spread over a large area that are often several miles apart with each facility campus having its own set of security servers and equipment. Enterprise Security Systems have their databases synchronized across the multiple servers allowing for central control and management over the entire integrated security system, while allowing regional offices to maintain independent and autonomous operations of their respective individual systems and campus environments.

The Authority will manage and oversee the day-to-day enterprise level operations of these security systems including the hardware, application administration, migration work, enhancement work, and maintenance processes. Contractor services shall be performed and lead by manufacturer and/or Contractor's manufacturer certified staff located at a Port Authority facility. This approach consists of an Authority management and oversight role and a Contractor hands-on role.

- i. The Authority will be responsible for the following:
 1. AMS Contractor management and oversight
 2. Overall management of ACS / VMS and other service providers
 3. Computer operations and related activities such as scheduling of software updates, upgrades, patches, and new projects
 4. Security policy at the application, database, and operating system

5. Oversee all application support levels and end user support
 6. Oversight of migrations, upgrades, and any consolidations
 7. Participating in testing, repairs, enhancements, new releases
 8. Strategic direction setting
 9. Database Administration support
 10. System Operating System Support
 11. Oversight of all application back-ups leveraging the agency centralized backup strategy
 12. Field Device Support including but not limited to analog matrix switches and related devices, video distribution devices, encoders, decoders, cameras, camera power supplies, pan/tilt/zoom units, camera housing or heaters, network devices and switches, fiber optic devices, fiber optic cable, coax, or twisted pairs used for camera power, signal or communications
- ii. The Contractor's services shall consist of maintaining the Authority's ACS and VMS application software, interfaces, and monitoring of other third party interfaces, which shall include but not be limited to the following:
1. Monitoring, troubleshooting, and problem resolution to ensure system and application availability
 2. Enhancements
 3. Upgrades, patches, and fixes
 4. Version control
 5. Expanded functionality
 6. Disaster Recovery support
 7. Ensuring Industry Best Practices are utilized
 8. Application Administration
 9. Security Authorization Administration

10. Monitoring and maintaining third party system interfaces to ensure proper operation
 11. Performance of query and report writing
 12. Work in harmony with the Port Authority Database Administrator (DBA) as needed to support the security databases
 13. Oversight for primary and secondary server disk mirroring
 14. Work in harmony with the Port Authority Operating System Administrators (OSA) as needed.
 15. Work in harmony with the Facility Operators and their third Party maintenance providers on requests for system changes as well as coordination of patch installation, upgrades, enhancements, etc.
- iii. End Users will use the application to manage their facility operational needs:
1. Add and modify cardholders and users to the system using predefined access levels, time zones, permission templates;
 2. Monitor, acknowledge, and closeout all alarms in their region or segment on the system, which they are responsible for;
 3. Produce credentials for card-holders;
 4. Run canned or ad-hoc reports based on operational needs;
 5. Report any application issues or trouble to the AMS and Port Authority Help Desk;
- iv. Third Party Field Maintenance Provider / Integrator will maintain and expand field hardware as contracted or when requested:
1. Maintain field equipment and replace when necessary;
 2. Provide additional equipment along with install, turn-on, and test when required;
 3. Use the application software to monitor field equipment, configure new equipment, test, and run reports when necessary for new device on-boarding and maintenance support;

Furthermore, this document represents the first of a two-Stage Request. The first “Stage” (Stage I) is this Request for Pre-Qualification (RFPQ). The second “Stage” (Stage II) will be more inclusive of the specific Scope of Work, Evaluation Criteria and Terms and Conditions, as it relates to the Services to be provided by the Contractor.

Important: The Stage I – Request for Pre-Qualification (RFPQ) defined herein, will be the only publicly advertised solicitation for the work required hereunder. Firms that do not submit an RFPQ and are not part of the Stage I evaluation will be prohibited from entering the process.

3) 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.

4) PREREQUISITES

The Port Authority of New York and New Jersey (The Authority) is hereby seeking to pre-qualify firms to administer and maintain the day-to-day application specific operations for the Port Authority Agency-wide Enterprise Security System as outlined in the Project Description and Scope of Work sections of this RFPQ.

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 with the Stage I submissions using the forms provided in 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 the prerequisites is no assurance that the Respondent will be deemed qualified in connection with other proposal requirements. At a minimum, Respondents must meet all the following prequalification requirements and provide documented proof demonstrating that it meets the following:

- a. The Respondent shall have had at least five (5) year(s) (January 1, 2008 – April 30, 2013) of continuous experience immediately prior to the date of submission of its bid in the management and operation of Enterprise Security Systems specifically used for the purposes of physical access control and forensic investigations; and

- b. During the time period stated in section (4a) 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 two (2) separate contract(s), as follows: One (1) contract shall be for the installation of Lenel OnGuard Enterprise System that consists of at least three (3) or more geographically diverse Lenel Regional Servers with a Lenel Enterprise Master Server. One (1) contract shall be for Verint Nextiva Enterprise that included the installation of at least (2) or more geographically diverse Verint Nextiva Master Servers and Video Recording Servers.
- c. During the time frame January 1, 2008 – April 30, 2013, the Respondent or persons or entities owning or controlling the Respondent shall have satisfactorily performed at least one (1) contract for maintenance of a Lenel Access Control security system(s) and either another separate or combined contract for maintenance of a Verint Nextiva CCTV system. Each of these systems must have been installed in the continental United States and have been in operation and under maintenance by the Respondent for at least one (1) year.
- d. The Respondent must be a Lenel OnGuard Value Added Reseller (VAR) in good standing and have at least one employee that is Lenel OnGuard Master Level certified. Proof of VAR status and certifications are required as part of this prerequisite.
- e. The Respondent must be a Verint Nextiva Value Added Reseller (VAR) in good standing and must have at least one employee that is Verint Nextiva Enterprise Level certified. Proof of VAR status and certifications are required as part of this prerequisite.
- f. The Respondent shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its RFPQ, a minimum of \$1,500,000 annual gross income from the type of services required under this Contract.

Contracts that combine services described above are acceptable but will be credited to this prerequisite only to the extent that one or more components of the submitted contract apply. For example, a contract submitted by the Respondent that includes installation and maintenance of

both Lenel OnGuard Access Control and Verint Nextiva CCTV combined and that has been installed in Continental U.S. may meet the prerequisite for contracts in the prerequisites of 4b and 4c.

If the Respondent intends to utilize a subcontractor's experience to meet the prerequisites set forth herein, the Authority will consider the relevant experience of the proposed subcontractor only if that subcontractor acted as the Prime Contractor for the work experience submitted. Any decision that a Respondent has met the prerequisites that is based on the experience of a subcontractor will be reconsidered if the proposed subcontractor arrangement is withdrawn by the Respondent.

If the Respondent is a joint venture, the Authority will consider the experience of each of the joint venture partners in determining whether the Respondent has met the prerequisites set forth herein.

Note: In the event a joint venture submits prequalification information, the foregoing standards should be met as follows:

- a) If the joint venture is a legal entity, the entity itself should meet the experience standards; if it is a common law joint venture, at least one member should meet them.
- b) Either the legal entity's earnings or the cumulative earnings of common law joint venture members may be considered to meet the gross revenues standard.

If the Submission is made 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 and perform all acts required by this solicitation. Documents signed by a common law joint venture, in connection with this Submission, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture submissions must provide documentation of their legal status.

5) SUBMISSION INSTRUCTIONS

a. 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.

b. Submission of Pre-Qualifications

The Respondent shall submit:

- i. One reproducible original (containing original signatures and clearly designated as such);
- ii. Seven (7) double sided copies; and
- iii. Two (2) CD's 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 Proposer'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 Buyer listed on the cover page. All questions regarding this RFPQ should be submitted in writing to the Buyer at the email address or facsimile number listed on the cover page on or before the date and time listed on the cover page.

Neither the Buyer nor any employee of the Port Authority is authorized to interpret the provision of this RFPQ, or give additional information as to its requirements; such interpretation or additional information, if any, will be given by written addendum to this RFPQ.

6) SUBMISSION REQUIREMENTS

In order to expedite the evaluation of prequalification submissions, the Respondent's response to this RFPQ shall follow the format and order of items, using the same paragraph identifiers as set forth below.

The Respondent shall submit the following:

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 response 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:

2. Name, Physical address and the URL of the Respondent and an original signature on the Letter of Transmittal by an authorized representative on behalf of the Proposer;
3. Name(s), title(s) and telephone number(s) of the individual(s) who are authorized to respond to the questions from the Authority;
4. Name(s), title(s), email addresses and telephone number(s) of two contact person (primary and backup) to which the Port Authority can address questions or issues related to this RFPQ;
5. Name and address of proposed subcontractors, if any;
6. 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 Pre-qualification Responses;

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 Response and how the Response 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. Such summary shall not exceed two (2) 8.5 x 11 pages.

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 Proposer without any alterations or deviations. Any Respondent 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. Certifications With Respect to the Contractor’s Integrity Provisions

The Respondent, by signing the Letter of Transmittal, makes the certifications in the “Contractor’s Integrity Provisions,” included as **Attachment C** of this RFPQ. If the Respondent cannot make any such certifications, it shall enclose an explanation of that inability. All Respondents must meet the Authority’s standards for integrity and responsibility and will undergo Authority integrity review during the prequalification process. The inability to make such certifications will not in and of itself disqualify a Respondent and in each instance the Authority will evaluate the reasons therefore provided by the Respondent.

e. Background Qualifications Questionnaire

The Respondent shall submit a completed Background Qualifications Questionnaire (BQQ), required for itself and all consultants, contractors, subcontractors, sub-consultants and vendors that will provide services under any contract awarded to Respondent for the services that are the subject of the RFPQ and who are known to the Respondent at the time of RFPQ and/or proposal submission. This document and instructions for submitting the completed BQQ to the Authority’s Office of Inspector

General can be obtained at the Authority's website through the following link: http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQOP.zip

f. Documentation of Qualifications

Using **Attachment B** hereof, the Respondent shall submit documentation to demonstrate that it meets the Prerequisites included in Section 4 (Prerequisites), above.

g. Non-Disclosure and Confidentiality Agreements and Acknowledgements

Respondents should complete and sign the Non-Disclosure and Confidentiality Agreements and Acknowledgements attached as the Appendix I and Exhibit A hereto and submit with this response.

h. Additional Information

At any time after the opening of the responses, the Authority may request additional information regarding qualifications.

7) Waiver of Defects-Rejection of Submittals

The Authority in its sole and absolute discretion reserves the right to waive defects in any submission in response to this RFPQ. Furthermore, the Authority reserves the right, in its sole and absolute discretion, to reject all Responses, to undertake discussions and modifications with one or more Respondents, and to waive defects in Responses, which in its judgment will, under all of the circumstances, best serve the public interest.

8) Personal Non-Liability

Neither the Commissioners of the Port Authority nor any of them, nor any officer, agent or employee thereof, shall be charged personally by any Respondent with any liability, or held personally liable to any Respondent under any term or provision of this RFPQ, or because of any decision to qualify or not qualify any Respondent.

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

Notwithstanding the above, and without assuming any legal obligation, the Port Authority will employ reasonable efforts, subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority’s Board of Commissioners on March 29, 2012, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>, not to disclose to any competitor of the undersigned, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, as more fully set forth in the FOI Code, which may be disclosed by the undersigned to the Port Authority as part of or in connection with the submission of a proposal.

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT B1 – QUALIFICATION REQUIREMENTS

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

4a) The Respondent shall have had at least five (5) year(s) (January 1, 2008 – April 30, 2013 of continuous experience immediately prior to the date of submission of its bid in the management and operation of Enterprise Security Systems specifically used for the purposes of physical access control and forensic investigations; and during that time shall have actually engaged in providing said or such services to commercial or industrial accounts under contract. The Respondent may fulfill this prerequisite if the Respondent can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Respondent have had a continuous total of at least five (5) year(s) of experience immediately prior to the date of the submission of its RFPQ in the management and operation of a business actually engaged in providing these services to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in providing the above described services during that time period.

Customer Company Name	Brief description of Scope of Work, Contract Amount	Period Start (MM/YYYY)	Period End (MM/YYYY)

CONTACTS FOR CUSTOMERS LISTED ABOVE

	Contact - Name	Contact - Email	Contact - Phone
Prime			
Alt			
Prime			
Alt			
Prime			
Alt			
Prime			
Alt			
Prime			
Alt			

ATTACH ADDITIONAL SHEETS AS NEEDED AND DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT B2 - QUALIFICATION REQUIREMENTS

Note: Duplicate form as necessary

4b) During the time period stated in section (4a) 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 two (2) separate contract(s), as follows: One (1) contract shall be for the installation of Lenel OnGuard Enterprise System that consists of at least three (3) or more geographically diverse Lenel Regional Servers with a Lenel Enterprise Master Server. One (1) contract shall be for Verint Nextiva Enterprise that included the installation of at least (2) or more geographically diverse Verint Nextiva Master Servers and Video Recording Servers.

Client Name:	
Contract Start Date:	
Contract End Date:	
List Geographical Locations of Lenel Regional Servers 1, 2, 3:	
Lenel Application Version:	
List Geographical Locations of Verint Servers 1, 2:	
Verint Application Version:	
Contract Amount:	
Brief description of Scope of work	
Client Contact Name / Title / Email Address	
Client Backup Contact / Title / Email Address	
Client Contact Phone Number	

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT B3 - QUALIFICATION REQUIREMENTS

Note: Duplicate form as necessary

4c) During the time frame January 1, 2008 – April 30, 2013, the Respondent or persons or entities owning or controlling the Respondent shall have satisfactorily performed at least one (1) contract for maintenance of a Lenel Access Control security system(s) and either another separate or combined contract for maintenance of a Verint Nextiva CCTV system. Each of these systems must have been installed in the continental United States and have been in operation and under maintenance by the Respondent for at least one (1) year.

Client Name:	
Contract Start Date:	
Contract End Date:	
Version:	
Application Running:	
Contract Amount:	
Brief description of Scope of work	
Client Contact Name / Title / Email Address	
Client Backup Contact / Title / Email Address	
Client Contact Phone Number	

DUPLICATE FORM AS NECESSARY

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT B4 - QUALIFICATION REQUIREMENTS

4d) The Respondent must be a Lenel OnGuard Value Added Reseller (VAR) in good standing and have at least one employee that is Lenel OnGuard Master Level certified. Proof of VAR status and certifications are required as part of this prerequisite.

Attach Proof of VAR status for both Lenel and Verint, as well as Lenel and Verint Certifications.

4e) The Respondent must be a Verint Nextiva Value Added Reseller (VAR) in good standing and must have at least one employee that is Verint Nextiva Enterprise Level certified. Proof of VAR status and certifications are required as part of this prerequisite.

Attach Proof of VAR status for both Lenel and Verint, as well as Lenel and Verint Certifications.

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT B5 - QUALIFICATION REQUIREMENTS

4f. The Respondent shall have had in its last fiscal year, or the last complete calendar year immediately preceding the opening of its RFPQ, a minimum of \$1,500,000 annual gross income from the type of service required under this Contract. (Provide Financial Statement or Letter from CPA)

ATTACH DOCUMENTATION CERTIFYING AND SUPPORTING THIS PREREQUISITE

ATTACHMENT C – CONTRACTORS INTEGRITY PROVISIONS

A. Certification of No Investigation (criminal or civil anti-trust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information.

By submitting a Response to this RFPQ, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response each party thereto certifies as to its own organization, that the Respondent and each parent and/or affiliate of the Respondent has not, to the best of its knowledge and belief, unless otherwise noted:

- been indicted or convicted in any jurisdiction;
- been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Respondent;
- had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the RFPQ Response;
- had any business or professional license suspended or revoked or, within the five years prior to RFPQ Due Date, had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

B. Non-Collusive Responses, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees.

By submitting a Response to this RFPQ each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint response , each party thereto certifies as to its own organization, that

- Any prices in its Response have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- Any prices quoted in its Response have not been and will not be knowingly disclosed directly or indirectly by the Respondent prior to the official opening of such Response to any other Respondent or to any competitor;

- No attempt has been made and none will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition;
- This organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and
- No person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Respondent for the purpose of securing business has been employed or retained by the Respondent to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency.
- The Respondent has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.
- No person or organization has been retained, employed or designated on behalf of the Respondent to impact any Port Authority determination, where the solicitation is a Request for Proposals, with respect to (i) the solicitation, evaluation or award of this Contract, or (ii) the preparation of specifications or requests for submissions in connection with this Contract.

The foregoing certifications shall be deemed to be made by the Respondent as follows:

- If the Respondent is a corporation, such certification shall be deemed to have been made not only with respect to the Respondent itself, but also with respect to each parent, affiliate, director, and officer of the Respondent, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Respondent with an ownership interest in excess of 10%;
- If the Respondent is a partnership, such certification shall be deemed to have been made not only with respect to the Respondent itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Respondent, shall be deemed to have been authorized by the Board of Directors of the Respondent, and such authorization shall be deemed to include the signing and submission of the response and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Respondent cannot make the foregoing certifications, the Respondent shall so state and shall furnish with the signed response a signed statement which sets forth in detail the reasons therefor. If the Respondent is uncertain as to whether it can make the

foregoing certifications, it shall so indicate in a signed statement furnished with its response , setting forth in such statement the reasons for its uncertainty. (“Certification Statement”). With respect to the foregoing certification in paragraph “2g”, if the Bidder cannot make the certification, it shall provide, in writing, with the signed bid: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a “financial interest” in any Contract resulting from this solicitation process, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of any Contract resulting from this solicitation process. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Respondent may be able to make the foregoing certifications at the time the RFPQ Response is submitted, the Respondent shall immediately notify the Authority in writing during the period in which its Response is under consideration and the duration of the solicitation process, including a subsequent Request for Proposals and the term of any Contract awarded as a result of this solicitation, of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Respondent with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in all actions associated with awarding and continuing any resulting Contract. In the event that the Authority should determine at any time prior or subsequent to the award of any Contract resulting from this solicitation that the Respondent has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required; to be disclosed, the Authority may determine that the Respondent is not a responsible Respondent with respect to its response on the Contract or with respect to future responses on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Respondents are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Respondents are also advised that the inability to make such certification will not in and of itself disqualify a Respondent, and that in each instance the Authority will evaluate the reasons therefor provided by the Respondent. Under certain circumstances the Respondent may be required as a condition of Contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including

compensating an independent Monitor to be selected by the Port Authority, said Monitor to be charged with, among other things, auditing the actions of the Respondent to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

C. Respondent Eligibility for Award of Contracts - Determination by an Agency of State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Respondents are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Respondent is not eligible to respond on or be awarded public contracts because the Respondent has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Respondent whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a response on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has response because (i) the state agency determination relied upon does not apply to the Respondent, or (ii) the state agency determination relied upon was made without affording the Respondent the notice and hearing to which the Respondent was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

DD. Responsibility, Suspension of Work and Termination

During the term of any Contract awarded as a result of this solicitation, the awarded Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Port Authority to present evidence of its continuing legal authority to do business in the States of New Jersey or New York, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Port Authority, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Port Authority issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and an opportunity to be heard with appropriate Port Authority officials or staff, the Contract may be terminated by Port Authority at the Contractor's expense where the Contractor is determined by the Port Authority to be non-responsible. In such

event, the Port Authority or its designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

E. No Gifts, Gratuities, Offers of Employment, Etc.

At all times, the Respondent shall not offer, give or agree to give anything of value either to a Port Authority employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, consultant, construction manager or other person or firm representing the Port Authority of duties involving transactions with the Respondent on behalf of the Port Authority, whether or not such duties are related to this Contract or any other Port Authority contract or matter. Any such conduct shall be deemed a material breach of this Contract.

As used herein “anything of value” shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the services described herein or any other Port Authority contract), etc. which might tend to obligate the Port Authority employee to the Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by the services described herein or any other Port Authority contract. Where used herein, the term “Port Authority” shall be deemed to include all subsidiaries of the Port Authority.

The Respondent shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In the event that the Respondent becomes aware of the occurrence of any conduct that is prohibited by this clause, it shall report such occurrence to the Port Authority’s Office of Inspector General within three (3) business days of obtaining such knowledge. (See [“http://www.panynj.gov/inspector-general”](http://www.panynj.gov/inspector-general) for information about to report information to the Office of Inspector General). Failing to report such conduct shall be grounds for a finding of non-responsibility.

In addition, during the term of any contract awarded as a result of this solicitation, the Respondent shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Port Authority).

The Respondent shall include the provisions of this clause in each subcontract entered into under this Contract.

F. Definitions

As used in this section, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Bidder by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Bidder.

If the solicitation is a Request for Pre-Qualifications (RFPQ):

Bid - shall mean Response;

Bidder - shall mean Respondent;

Bidding - shall mean submitting a Response.

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

G. Conflict Of Interest

During the term of the solicitation process and any Contract subsequently awarded as a result of the RFPQ/RFP, inclusive of the RFPQ/RFP process, you shall not participate in any way in the preparation, negotiation or award of any contract (other than a contract for your own services to the Authority) to which it is contemplated the Authority may become a party or participate in any way in the review or resolution of a claim in connection with such a contract, if you have substantial financial interest in the contractor or potential contractor of the Authority or if you have an arrangement for future employment or for any other business relationship with said contractor or potential contractor, nor shall you at any time take any other action which might be viewed as or give the appearance of a conflict of interest on your part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion or if you have reason to believe such an arrangement may be the subject of future discussion, or if you have any financial interest, substantial or not, in a contractor or potential contractor of the Authority, and your participation in the preparation, negotiation or award of any contract with such a contractor or the review or resolution of a claim in connection with such a contract is contemplated or if you have reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest you shall immediately inform the Director of Procurement (“Director”) in writing of such situation giving the full details thereof. Unless you receive the specific written approval of the Director, you shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Director shall determine that the performance by you of a portion of your services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of your said service is determined by the Director to be no longer appropriate because of such preclusion, then the Director shall have full authority on behalf of both parties to order that such portion of your services not be performed by you, reserving the right, however, to have the services performed by others and reserving the right to reduce the lump sum compensation as he/she may deem reasonable in his/her sole discretion. Your execution of this Agreement shall constitute a representation by you that at the time of such execution you know of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on your part.

APPENDIX 1 – NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BETWEEN

(_____)

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this ____ day of _____, 2012, 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 _____ having an office and place of business at _____ (address) (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Confidential Information (as defined below) in connection with _____ (insert description of project/work) (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 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 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 Confidential Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to all Confidential Information, only to a Related Party that has a need to know such Confidential 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; 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) **“Confidential Information”** means and includes collectively, Confidential Proprietary Information, Confidential Privileged 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 Confidential Information shall also include all work product that contains or is derived from any of the forgoing, whether in whole or in part, regardless of whether prepared by the Recipient, the

- (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 Confidential 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.

(c) **“Confidential Privileged Information”** means and includes collectively, (i) 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, (ii) Critical Infrastructure Information, (iii) Sensitive Security Information, and (iv) Limited Access Safety and Security Information.

(d) **“Confidential Proprietary Information”** means and includes Information that contains financial, commercial or other proprietary, business Information concerning the Project, the Port Authority, or its facilities.

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

(f) **“Critical Infrastructure Information”** (CII) has the meaning set forth in the Homeland Security Act of 2002 (42 U.S.C. §5195c(e)) 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 (6 U.S.C. §131-134). CII may also be referred to as “Protected Critical Infrastructure Information” or “PCII”, as provided for in the referenced rules and regulations.

(g) **“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.

(h) **“Limited Access Safety and Security Information”** means and includes sensitive Information, the disclosure of which would be detrimental to the public interest and might compromise public safety and/or security as it relates to Port Authority property, facilities,

systems and operations, and which has not otherwise been submitted for classification or designation under any Federal laws or regulations.

(i) **“Port Authority Handbook”** means the Port Authority of N.Y. & N.J. Information Security Handbook, a copy of which is attached hereto as Exhibit B, as may be amended by the Port Authority, from time to time.

(j) **“Project Purposes”** means the use of Confidential 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.

(k) **“Related Party”** and **“Related Parties”** means the directors, employees, officers, partners or members of the Recipient, as applicable, and the Recipient’s outside consultants, advisors, accountants, architects, engineers or subcontractors or subconsultants (and their respective directors, employees, officers, partners or members) to whom any Confidential Information is disclosed or made available.

(l) **“Sensitive Security Information”** 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).

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

(a) All Confidential 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, and applicable legal requirements. Confidential 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 Confidential 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 Confidential 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 Confidential Information. Recipient and each Related Party shall undertake reasonable steps consistent with such Confidentiality Control Procedures to assure that disclosure of Confidential Information is compartmentalized, such that all Confidential 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 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 Confidential 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 Confidential Information if the Recipient or any of the Related Parties do not agree in writing to apply such controls.

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

(f) 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 Confidential 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 Confidential Information has been made available to the Recipient or such Related Parties, or the content or import of such Confidential 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.

(g) As to all Confidential 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 Confidential Information is received by the Recipient or any Related Party, Recipient shall notify the Port Authority thereof 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 Confidential Information as is legally required to be disclosed. If at any time Confidential 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 Confidential Information.** Upon the earlier occurrence of either the Port Authority's written request or completion of Recipient's need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential 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 Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information 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 Confidential 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 Confidential 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 a copy of Confidential Information, 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 Confidential 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 Confidential Information is no longer considered 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 Confidential 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).

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 0.

If to the Port Authority: The Port Authority of New York and New Jersey
225 Park Avenue South, ___th Floor
New York, NY 10003

with a copy to: The Port Authority of New York and New Jersey
225 Park Avenue South - 15th Floor
New York, NY 10003
Attn: General Counsel

If to the Recipient:

with a copy to: _____

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

[No further text on this page; signatures appear on next page]

IN WITNESS WHEREOF, the Recipient has executed this Agreement as of the date first above written.

Dated: New York, New York
_____, _____

RECIPIENT:

By: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, _____ (name of authorized signatory), is the _____(Title) of _____ (name of entity), a _____(type of entity and jurisdiction of formation) (“**Related Party**”), located at _____ (address of entity), 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 _____ (describe scope of work of Related Party) in connection with _____(describe Project) 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 _____, _____, between _____ (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.

Signed: _____
Print Name: _____
Title: _____
Date: _____

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (name of employee) (“Related Party”), am employed as a(n) _____(job title) by _____ (name of employer). I have been provided with and have read the Non Disclosure and Confidentiality Agreement between _____ (the “Recipient”) and The Port Authority of New York and New Jersey (the “Port Authority”) dated _____, _____ (hereinafter the “Agreement”), and the Port Authority Handbook attached to the Agreement. I understand that because of my employer’s relationship with _____ (name of Recipient, or the Port Authority if Related Party Individual is an employee of Recipient), both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential information. If it is required for me to review or receive Confidential 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 Confidential 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.

Signed: _____
Print Name: _____
Title: _____
Date: _____

THIS PAGE INTENTIONALLY LEFT BLANK