

THE PORT AUTHORITY OF NY & NJ

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

**PERFORMANCE OF EXPERT PROFESSIONAL
ARCHITECTURAL, ENGINEERING, TECHNOLOGY
DESIGN AND CONSTRUCTION SUPPORT SERVICES
FOR THE WORLD TRADE CENTER SITUATIONAL
AWARENESS COMMUNICATIONS CENTER (SACC)
AND PA-WIDE BACKUP EMERGENCY OPERATIONS
CENTER (EOC)**

SEPTEMBER 6, 2013

RFQ #31673 – A

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

REQUEST FOR QUALIFICATIONS (“RFQ”)

FOR

**THE PERFORMANCE OF EXPERT PROFESSIONAL ARCHITECTURAL,
ENGINEERING, TECHNOLOGY DESIGN
AND CONSTRUCTION SUPPORT SERVICES
FOR THE WORLD TRADE CENTER SITUATIONAL AWARENESS
COMMUNICATIONS CENTER (SACC) AND PA-WIDE BACKUP EMERGENCY
OPERATIONS CENTER (EOC)**

RFQ #31673 – A

SEPTEMBER 6, 2013

PLEASE NOTE: THIS RFQ SOLICITATION IS BEING REISSUED TO INCLUDE THE PA-WIDE BACKUP EMERGENCY OPERATIONS CENTER (EOC). ALL FIRMS WHO PREVIOUSLY QUALIFIED TO RECEIVE AN RFP WILL NOT BE REQUIRED TO SUBMIT QUALIFICATIONS UNDER THIS SOLICITATION.

I. INTRODUCTION:

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, 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 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. The Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark and a key link in interstate commuter travel, and the Jersey City and Hoboken

waterfronts. Other properties managed by the agency include but are 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.

II. PROJECT DESCRIPTION:

A. Scope of Work

The Authority has identified a need to establish a joint facility housing the World Trade Center ("WTC") Situational Awareness Communication Center ("SACC") for the WTC Site and a Port Authority-wide back-up Emergency Operations Center ("EOC"). The WTC SACC and back-up EOC are going to be co-located to take advantage of cost efficiencies resulting from sharing facilities, systems, services and staff. The new facility may be located on Port Authority-owned property in Manhattan. The facility may require renovation of existing space, and a portion of the facility may require new construction to accommodate the functions of the SACC and back-up EOC.

The SACC will provide real time situational awareness and communications for daily site activities, coordinate WTC stakeholder and law enforcement actions during incidents, support first responder activities and coordinate with the stakeholders in the areas surrounding WTC campus when necessary. The SACC will help to provide a safe, efficient and sustainable environment by integrating site-wide business operations with security operations and communications. The SACC will monitor and record day-to-day activities at the WTC Site to enhance situational awareness of the World Trade Center complex as a single complex.

The SACC will be a security facility managed under the Office of the Chief Security Officer (CSO) of the Port Authority through his representative the WTC Security Director. The SACC will communicate and coordinate with the Transportation Hub Operations Control Center (Hub OCC) for operational aspects (Hub OCC's primary function is Hub operations). One of the SACC's primary roles will be to aggregate and interpret data collected from multiple stakeholders' Security Control Centers (SCCs) on and around the WTC Site and disseminate timely and actionable information to the site stakeholders, law enforcement and first responders. The SACC will not replace or oversee these SCCs. Each stakeholder will be responsible for directing and maintaining business and security operations within its building/facility. The SACC is not a Fire Command Station (FCS) for the WTC complex and is not a replacement for FCSs.

The back-up EOC is an emergency operations center activated during emergency events only. It will supplement the existing Port Authority Emergency Operations Center located at Port Authority Technical Center (PATC) in Jersey City, New Jersey.

The PA seeks Requests for Qualifications (RFQ) that will enable it to identify a pool of qualified firms that will have the opportunity to respond to a Request for Proposals

(RFP) for the above described SACC project. The RFP will request a proposal for professional services throughout the following design stages:

- Stage I Design – Conceptual Design Package
- Stage II Design – Preliminary Design Development Phase
- Stage III Design – Final Design and Contract Documents; and,
- Stage IV – Construction Phase – Construction Support Services as an option

Responses to this RFQ are due on the Response Due Date set forth below in Paragraph IX entitled “Submission Instructions.” Responses received after that date and time may not be accepted. The PA will evaluate all submittals and develop a short list of firms that will receive an RFP.

Only pre-qualified firms that have received written approval from the PA will be asked to respond to the RFP for the specific project described above. Upon completion of the RFP process, the Authority may elect to enter into an Agreement with one or more firms.

B. Inquiries

Please direct all inquiries regarding this RFQ to the individual(s) named below, only. This individual is your sole point of contact for the duration of the RFQ and RFP processes.

Name: Marios Socrates
Email: msocrates@panynj.gov

III. PROJECT ORGANIZATION

The PANYNJ World Trade Center Construction Department (WTCC) is responsible for Program Management of the SACC – EOC design and construction activities. The WTCC program management team works in close collaboration with other Port Authority departments including, the Office of the Chief Security Officer (CSO) of the Port Authority and WTC Security Director, the Real Estate Services Department, the WTC Redevelopment Department (WTCRD), Engineering Department (EADD), Office of Emergency Management (OEM) and Technology Services Department (TSD) to provide direction and guidance to the consultant team. The CSO will be the manager of the SACC – EOC facility. WTC Security Director will be in charge of the SACC operations. The Office of Emergency Management (OEM), also under the CSO Office will be the operator of the EOC.

IV. SUBMISSION OF QUALIFICATION INFORMATION:

In order to expedite the evaluation of the qualification information furnished, the respondent must complete and submit the attached documents. Responses that fail to

adhere to this stipulation may be excluded from consideration. The following attachments are incorporated herein and must be submitted:

1. Attachment A: Nondisclosure and Confidentiality Agreement (NDA)
2. Attachment B-1: Proposer Prerequisite #1
3. Attachment B-2: Proposer Prerequisite #2
4. Attachment B-3: Proposer Prerequisite #3
5. Attachment B-4: Proposer Prerequisite #4

V. RESPONDENT PREREQUISITES:

Only Respondents that can demonstrate compliance with each of the following prerequisites should submit their Qualifications, as only Qualifications from such Respondents will be considered. The PA shall be the sole judge of whether a Respondent meets these prerequisite requirements.

1. Respondents shall demonstrate that it have a minimum of five (5) years cumulative relevant experience accumulated in the ten (10) years prior to the date of submission of its Qualifications in performing similar work.
2. During the time period stated in Prerequisite #1 above, the Respondent shall demonstrate that it have the capability to provide the architectural, engineering, technology design and construction support services for projects similar in scope to the project outlined herein. The Respondent must also demonstrate that, during the last ten (10) years it has successfully completed as a lead designer and a professional of record at least two (2) contracts of complexity similar to this work, each in excess of \$5 million in construction value. The work must have been completed in a satisfactory manner, on schedule and within planned budget.

Satisfaction of this Prerequisite #2 requires that Respondents demonstrate that it has experience providing design services for projects with a multi-facility security monitoring including physical asset protection, situational awareness, perimeter security, access control, fire and security alarm monitoring, intrusion detection/notification and command/security control and communication centers. Within these projects, the Respondent shall demonstrate that its team has deep experience in designing engineered, state of art common use solutions for a wide variety of public safety and security threats. The Prospective Proposer may fulfill this prerequisite by submitting documentation of a cumulative total of at least the same number of years and type of direct continuous project experience.

3. The Respondent's shall propose at least one (1) named person to be Project Manager for this SACC project if the Respondent is successful. Each Project Manager proposed must have a minimum of ten (10) years of experience managing design projects of similar size, type and complexity as stated in Prerequisite #2 for similar work.

4. Respondents shall provide at least two (2) references, including affiliation, name, position and contact information. These references shall illustrate successful completion, on schedule and within budget and in the capacity of Project Manager the construction of at least three (3) projects of scope and nature similar to this project within the past five (5) years in a major U.S. City. This submission shall also demonstrate the respondent's success with on-time and within-budget project delivery.

For the purposes of this RFQ, references to "similar work" or "similar project" are defined as performing contract design services as a professional of record for the design, construction, systems integration, testing and commissioning of operations command centers (OCC), security control centers (SCC), rail transit or transportation control and/or security centers or similar projects for either:

- a. Multi-building campus military or government facility;
- b. Commercial office/ retail security complexes;
- c. Major transit or transportation agencies;
- d. Major utility OCC or SCC; or
- e. Other similar projects in size and scale, with a construction value at or in excess of \$5 million, within the past ten (10) years.

In the event Qualifications are submitted by a joint venture the foregoing prerequisites will be considered with respect to such Proposal as follows:

With respect to subparagraphs 1 and 2 above, the prerequisites will be considered satisfied if the sum of the experience and qualifications of the individual joint venture members together satisfies all the requirements. If the Proposal 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 and perform all acts required by this Proposal. Documents signed by a common law joint venture, in connection with this Proposal, shall include the names of all participants of the joint venture followed by the words "acting jointly and severally". All joint venture Proposers must provide documentation of its legal status.

All Respondents shall include documentation to demonstrate compliance with the above prerequisites. By providing this solicitation document to a prospective proposer, the Authority has not made a predetermination that such entity the Respondents have met the prerequisites or have otherwise been deemed qualified to perform the services. In addition, a determination that a Respondent has met the prerequisites is no assurance that it will be deemed qualified in connection with other requirements included herein.

VI. WTC SITE REQUIREMENTS:

- A. Background Qualification Questionnaire Package

The Respondent shall submit a completed Background Qualifications Questionnaire (BQQ), required for all consultants, subconsultants, contractors and vendors providing services at the World Trade Center Site. 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_BQQP.zip

- B. A BQQ is also to be submitted for any subcontractor, subconsultant or vendor known to the Respondent at the time of RFQ submission.
- C. If your firm is selected for performance of the subject services, the Agreement the Consultant will be asked to sign will include the Consultant's Integrity Provisions included in sections of the Standard Agreement. By submitting a Proposal, the Consultant shall be deemed to have made the certifications contained therein unless said Consultant submits a statement with its Proposal explaining the inability to make such certification(s). Such statement shall be submitted in a separate envelope along with your Proposal, clearly marked "CERTIFICATION STATEMENT".

VII. NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT(S):

All Respondents are required to Sign and Submit along with their RFQ, the Non-Disclosure and Confidentiality Agreement(s) (NDAs), as attached as Attachment A, or an Acknowledgment of an existing NDA, provided by the Authority.

VIII. Not Used.

IX. SUBMISSION INSTRUCTIONS:

Respondents must clearly indicate "RFQ #31673 – A" and the Title on the outside of any package or on any document submitted in connection with this RFQ.

Submit one (1) original and three (3) paper copies of the required qualification information, and one (1) copy in CD-ROM format in sufficient time so that the Authority receives it **no later than 10:00 a.m. September 13, 2013** to:

The Port Authority of New York and New Jersey
Attn: Bid/Proposal Custodian, Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

Late submittals may be rejected.

Any questions concerning this RFQ should be directed to Marios Socrates via email at msocrates@panynj.gov. No employee of the Authority is authorized to interpret the RFQ or give additional information as to its requirements. Such interpretation or additional information will be given only by written addendum to this RFQ.

X. NOTIFICATION:

Notification as to whether a Respondent has been pre-qualified will be made only by a notice in writing, signed by the Director of Procurement or her designated representative on behalf of the Authority and mailed or delivered to the office designated by the Respondent in its response to this RFQ.

END RFQ

**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 _____, _____, 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 _____ (“**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 _____ (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 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) **“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 Port Authority or others. The following Information shall not constitute Confidential 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 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.
- (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.

(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) certain Critical Infrastructure Information, (iii) certain 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, 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.

(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, 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, attorneys, 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 or Exhibit B, as applicable, 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 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 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.

(f) 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.

(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 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.

(h) 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, 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 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 similar form, such Confidential Information shall be deleted and completely removed so that such Confidential 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 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 copies of Confidential 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 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).

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
225 Park Avenue South - 14th Floor
New York, NY 10003
Attn: General Counsel's Office c/o Caroline Ioannou, Law
DISO

If to the Recipient: _____

with a copy to: _____

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

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

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

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

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

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

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

RECIPIENT:

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

I, _____ (“**Related Party**”), am employed as a(n) _____ by _____. 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 _____, 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: _____

Date: _____

Attachment B-1

Proposer Prerequisite #1

“Respondents shall demonstrate that it have a minimum of five (5) years cumulative relevant experience accumulated in the ten (10) years prior to the date of submission of its Qualifications in performing similar work.”

* Note - Duplicate form as necessary *

Reference RFQ Section V – Respondent Prerequisites
If Proposer is a common law joint venture, specify which entity’s experience is being cited below to satisfy Prerequisite #1.

Client Name	
Contract Start Date	
Contract End Date	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Note – Client Contact must be employee of Company

Attachment B-2

Proposer Prerequisite #2

“During the time period stated in Prerequisite #1..., the Respondent shall demonstrate that it have the capability to provide the architectural, engineering, technology design and construction support services for projects similar in scope to the project outlined herein. The Respondent must also demonstrate that, during the last ten (10) years it has successfully completed as a lead designer and a professional of record at least two (2) contracts of complexity similar to this work, each in excess of \$5 million in construction. The work must have been completed in a satisfactory manner, on schedule and within planned budget.”

* Note - Duplicate form as necessary *

Reference RFQ Section V – Respondent Prerequisites

If Proposer is a common law joint venture, specify which entity’s experience is being cited below to satisfy Prerequisite #2.

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Note – Client Contact must be employee of Company

Attachment B-3

Proposer Prerequisite #3

“The Respondent’s shall propose at least one (1) named person to be Project Manager for this SACC project if the Respondent is successful. Each Project Manager proposed must have a minimum of ten (10) years of experience managing design projects of similar size, type and complexity as stated in Prerequisite #2 for similar work.”

Reference RFQ Section V – Respondent Prerequisites
Complete information below and attach resume.

Name of Proposed Project Manager	
---	--

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Client Name	
Contract Start Date	
Contract End Date	
Construction Value	
Brief description of Scope of work	
Client contact Name / Title	
Client Contact Email Address	
Client Contact Phone Number	
Contracting Entity	

Note – Client Contact must be employee of Company

Attachment B-4

Proposer Prerequisite #4

“Respondents shall provide at least two (2) references, including affiliation, name, position and contact information. These references shall illustrate successful completion, on schedule and within budget and in the capacity of Project Manager the construction of at least three (3) projects of scope and nature similar to this project within the past five (5) years in a major U.S. City. This submission shall also demonstrate the respondent’s success with on-time and within-budget project delivery.”

Reference RFQ Section V – Respondent Prerequisites

If Proposer is a common law joint venture, specify below which entity’s reference is being cited to satisfy Prerequisite #4.