

THE PORT AUTHORITY OF NY & NJ

REQUEST FOR QUALIFICATION (RFQ)

FOR

**THE DESIGN, FABRICATION, AND DELIVERY OF
THE WORLD TRADE CENTER TRANSPORTATION
HUB OCULUS MAINTENANCE SYSTEM**

MAY 1, 2014

RFQ# 37708

**THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY
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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.”

The Port Authority is currently undertaking construction of The World Trade Center Transportation HUB (“The WTC HUB”). Designed by internationally acclaimed architect Santiago Calatrava, the WTC HUB project is a project of unprecedented size and complexity. It includes a world-class transportation Hub with retail establishments and wide-open corridors. The WTC HUB transit facility will serve approximately 250,000 pedestrians daily, including both commuters and visitors to Lower Manhattan, the WTC Site and the NS11MM. The entrance to the WTC HUB, also known as the Oculus will rise above street level when viewed from the exterior and descend below grade when viewed from the interior of the structure.

The WTC HUB Oculus occupies the entire block bounded by Fulton Street to the north, Church Street to the east, Dey Street to the south, and Greenwich Street to the west. The structure is elliptical in plan, with its long axis running generally in an East – West direction, and will include a multi-story central transit hall designed on the

scale of Grand Central Terminal, incorporating a lower concourse, an upper concourse (balcony), and first-class retail amenities. The structure of the building encloses the main entrance hall, located at street level. The WTC Transportation Hub's innovative design features a 160-foot-high curved skylight (Oculus). The structure consists of painted steel "ribs" of varying heights, uniformly spaced glass-and-steel "wings" that will include functional skylights allowing natural light to permeate the terminal's interior. The wings project beyond the structure to the north and south over the remainder of the HUB footprint and, in some cases, over a substantial portion of the adjacent streets.

Featuring direct access to New Jersey via PATH Trains, the HUB will also provide access to several New York City Subway lines (1, 2, 3, 4, 5, A, C, E, N, R, J, M, Z) and interior connections to the Fulton Street Transit Center and World Financial Center's Winter Garden.

The Oculus will reach over 160 feet in height from the finished floor at its apex and will measure approximately 350 feet in length. Due to the nature of the WTC HUB Oculus design, a maintenance system is required that accommodates the unique geometry of the structure. The maintenance system must be able to reach the uppermost interior building areas as well as the building's systems and architectural features.

The Port Authority seeks to retain a Contractor to Design, Fabricate and Deliver the World Trade Center Transportation HUB Oculus Maintenance System, as these tasks are more fully described herein.

II. PROJECT DESCRIPTION:

A. Scope of Work

The Port Authority (PA) is preparing to operate and maintain the Transportation HUB on the World Trade Center site and is seeking to pre-qualify prospective firms who will submit proposals for the Design, Fabrication and Delivery of a maintenance system to service the unique geometry of the Transportation HUB Oculus. Delivery of the system shall include shipping, staging and use and maintenance manuals.

The PA seeks Requests for Qualifications (RFQ) that will enable the PA to identify a pool of qualified firms that will have the opportunity to respond to a Request for Proposal (RFP) (when issued) for the above described maintenance system project. The RFP will require proposals to follow a technical approach, inclusive of a concept of design, for a system to access the uppermost interior building areas of the Transportation HUB Oculus structure. The system shall allow personnel to perform inspections and maintenance on building systems and architectural features. The primary responsibilities include, but are not limited to: developing technical specifications; performing expert professional design;

fabrication; delivery and/or installation; training Port Authority staff; and commissioning of the system.

Responses to this RFQ are due on the Response Due Date set forth below in Paragraph VII entitled "Submission Instructions". Responses received after that date and time may not be accepted. The Authority will evaluate all submittals and develop a short list of firms that will receive a Request for Proposal (RFP).

Only pre-qualified firms that have received written approval from the Authority will be asked to respond to the RFP for the specific project(s) 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 via e-mail no later than 4:00 P.M., May 09, 2014 to the individual(s) named below. This individual is your sole point of contact throughout the entire pre-qualification process.

Name: Inaldo Chavarria, Senior Contract Specialist
Phone: (212) 435-5383
Email: Ichavarria@panynj.gov

III. SUBMISSION OF QUALIFICATION INFORMATION:

In order to expedite the evaluation of the qualification information furnished, the respondent must complete and submit the attached documents, which are considered part of this RFQ. Responses that fail to adhere to this stipulation may be excluded from consideration:

1. [Attachment A: Nondisclosure and Confidentiality Agreement \(NDA\)](#)
2. Attachment B-1: Proposer Prerequisite A
3. Attachment B-2: Proposer Prerequisite B
4. Attachment C: Oculus Renderings

IV. 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 Authority will be the sole judge of whether a Respondent meets the prerequisites requirements.

- A. Candidate firms must have at least seven (7) continuous years of designing and fabricating equipment used for maintaining large scale structures of size and magnitude similar to that of the Oculus. Such experience must demonstrate the firm's successes in indoor facilities with atypical building geometries, various operational and handling constraints and off-location storage requirements.

B. Candidate firms must be able to provide at least three (3) written references, including affiliation, name, position and contact information, who can confirm that the candidate has successfully designed, fabricated and delivered at least three (3) large scale facility maintenance systems similar in size and nature to the Oculus (equal to or greater than 160 feet in height above the finished floor) within the past five (5) years, each valued at over \$500,000. Each written reference must include a description of the maintenance equipment as well as the facility for which it was designed.

A Respondent which is a Joint Venture (JV), or other business form consisting of several entities, must demonstrate that the entities collectively or individually satisfy the foregoing requirements. Satisfaction of the foregoing requirements does not ensure that the Respondent will be selected for performance of the subject services. Consultants/Firms that do not meet these requirements will not be considered further for performance of the subject services.

In the event the Qualifications are submitted by a Joint Venture, the foregoing prerequisites will be considered with respect to such Qualifications as follows:

With respect to subparagraphs (A), and (B) within each Group above, the prerequisites will be considered satisfied if the Joint Venture itself, or any of its participants individually, meet the requirements.

If a Joint Venture which has not been established as a distinct legal entity submits Qualifications, it and all participants in the Joint Venture shall be bound jointly and severally and each participant in the Joint Venture shall execute the Qualifications and do each act and thing required by this RFQ. If the Proposer is a Common Law Joint Venture, the names of all participants shall be listed followed by the words “acting jointly and severally”.

If the Joint Venture is a distinct legal entity the name of the Joint Venture Respondent shall appear on the original statement of Qualifications and wherever else the Respondent’s name would appear.

All Joint Venture Respondents must provide documentation of their legal status.

All Respondents must include documentation demonstrating that they meet the above prerequisites. Attachment B-1 Respondents Prerequisites Item A and Attachment B-2 Respondents Prerequisites Item B should be completed and submitted as part of the statement of Qualifications to document the required experience for which the Firm is submitting a Qualification.

By furnishing this RFQ document to Respondents, the Port Authority has not made a determination that 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.

Upon creation of a pool of qualified firms selected according to their responses to this RFQ, separate Requests for Proposals will be sent to each qualified firm(s), which will be required to submit a cost proposal. Cost proposals will be evaluated based on the criteria outlined in the RFPs. Contract awards will be made to the pre-qualified firm whose Proposal has been determined to be the most advantageous to the Authority. The Authority reserves the right to negotiate with one or more firms as part of the proposal evaluation process.

V. WTC SITE REQUIREMENTS:

A. Background Qualification Questionnaire Package

The Respondent shall submit a completed Background Qualifications Questionnaire (BQQ), as 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/inspector-general/inspector-general-programs.html>

A BQQ must also be submitted for any subcontractor, subconsultant or vendor known to the Respondent at the time of RFQ submission.

B. If your firm is selected to perform the subject Services, the Agreement you will be asked to sign will include the Consultant's Integrity Provisions included in sections of the Standard Agreement. By submitting your Qualifications, you will be deemed to have made the certifications contained therein unless you also submit with your Qualifications a statement explaining your inability to make such certification(s). Such statement shall be submitted in a separate envelope along with your Qualifications, clearly marked "CERTIFICATION STATEMENT".

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

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

VII. SUBMISSION INSTRUCTIONS:

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

Submit six copies of the required qualification information or, preferably, one hard copy and six copies in CD-Rom format in sufficient time so that the Authority receives it no later than 2:00 p.m. on **May 15, 2014** to:

Inaldo Chavarria
Senior Contract Specialist
The Port Authority of New York and New Jersey
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 **Inaldo Chavarria** at ichavarria@panynj.gov. Neither Mr. Chavarria nor any 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.

VIII. 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 DOCUMENT * * ***

Port Authority Non-Disclosure and Confidentiality Agreement (NDA)
Instructions:

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

| Field Form Number | Description of Data to be Entered |
|--------------------------|--|
| [1] | Insert Name of Your Company (All caps) |
| [2] | Insert Calendar Date |
| [3] | Insert Month |
| [4] | Insert Year |
| [5] | Insert Name of Your Company (All caps) |
| [6] | Insert Company's full street address (no P.O. boxes) – city, state, and zip code |
| [7] | Insert Agreement No. or Awarded Contract, Duration of Agreement or Contract, and Official Title of Agreement or Project. |
| [8a], [8b] & [8c] | Insert Name and address of Port Authority contact |
| [9] | Print Your Name (Signatory must be a Principal of the Company) |
| [10] | Print Your Title – (Signatory must be a Principal of the Company) |
| [11] | Insert Date Signed (Should match date on Page 1) |

The NDA signor must also sign an Exhibit A Related Party Individual Acknowledgment. All Prime employees that will come in contact with information must sign an Exhibit A Related Party Individual Acknowledgment.

EXHIBIT A

Port Authority Acknowledgment by Related Party Individual Instructions:

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

| Field Form Number | Description of Data to be Entered |
|--------------------------|--|
| [1] | Insert Your Name |
| [2] | Insert Your Working Title (i.e. Project Manager, Field Inspector, Civil Engineer, etc.) |
| [3] | Insert Name of Your Company |
| [4] | Insert Name of Your Company OR if employed by for Sub-consultant/Sub-contractor insert the Prime Company's Name . (All caps) |
| [5a], [5b] & [5c] | Insert Month, Date, and Year of the Prime's Company NDA (page1) , |
| [6] | Insert "Port Authority" OR if you are an employee of Sub-Consultant/Sub-Contractor, insert the Prime's Company Name . |
| [7] | Print Your Name |
| [8] | Insert Date Signed |

EXHIBIT B

Port Authority Acknowledgment by Related Party Entity Instructions
(For use by Sub-Consultants or Sub-Contractors ONLY)

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

| Field Form Number | Description of Data to be Entered |
|--------------------------|---|
| [1] | Insert Your Name – (Signatory must be a Principal of the Company) |
| [2] | Insert Your Title |
| [3] | Insert Name of Entity (Company Name) |
| [4] | Insert Type of Entity (Corp., LLC, etc.) and Jurisdiction of Formation (State) |
| [5] | Insert Full Address of Entity (Company Address) |
| [6] | Describe Scope of Work of Related Party (Work performing for Prime) |
| [7] | Describe Project (include Prime's Agreement Number or Awarded Contract Number and Official Title) |
| [8a], [8b] & [8c] | Enter Month, Date and Year of the <u>Prime's Company NDA</u> (page 1). |
| [9] | Insert Name of <u>Prime Company</u> |
| [10] | Print Your Name – (Signatory must be a Principal of the Company) |
| [11] | Insert Date Signed |

Sub-Consultant or Sub-contractor that signs Exhibit B must also sign an Exhibit A Acknowledgment. All Sub-Consultant or Sub-contractor employees must sign Exhibit A Acknowledgment.

**NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT
BETWEEN**

[1]

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this “**Agreement**”) is made as of this [2] day of [3], [4], by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the “**Port Authority**”) a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and [5] having an office and place of business at [6] (“**Recipient**”).

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Protected Information (as defined below) in connection with [7] (collectively, the “**Project(s)**”, or “**Proposed Project(s)**”); and

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

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

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

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

prosecutorial purposes, and accordingly could result in significant irreparable harm and injury; and

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

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

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

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

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

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

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

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

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

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

(f) **“Confidentiality Control Procedures”** means procedures, safeguards and requirements for the identification, processing, protection, handling, care, tracking and storage of

Protected Information that are required under applicable federal or state law, the Port Authority Handbook, or by the terms of this Agreement.

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

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

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

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

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

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

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

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

applicable legal requirements. Protected Information may be disclosed, only if and to the extent that such disclosure is an Authorized Disclosure.

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

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

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

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

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

(g) The Recipient and each Related Party agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties, in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of

competent legal counsel, or with the Port Authority's prior written consent, neither the Recipient, nor any of the Related Parties shall disclose to any third party, person or entity: (i) any Protected Information under circumstances where the Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any "Acknowledgement" of its terms or (ii) the fact that Protected Information has been made available to the Recipient or such Related Parties, or the content or import of such Protected Information. The Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

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

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

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

continues to abide by the requirements of this Agreement with respect to the protection of such Protected Information.

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

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

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

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

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

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

Original to the Port Authority: [8a]
The Port Authority of New York and New Jersey
[8b]
[8c]

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

If to the Recipient: _____

with a copy to: _____

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

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

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

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

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

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

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

RECIPIENT:

Signature: _____

Print Name: [9]

Title: [10]

Date: [11]

EXHIBIT A

ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

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

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

Signature: _____

Print Name: [7]

Date: [8]

EXHIBIT B

ACKNOWLEDGMENT BY RELATED PARTY ENTITY

The undersigned, [1], is the [2] of [3], a [4] (“**Related Party**”), located at [5], and is duly authorized to execute this Acknowledgment on behalf of the above Related Party. The above Related Party is involved with the functions of [6] in connection with [7] for The Port Authority of New York and New Jersey (the “**Port Authority**”). I acknowledge and confirm that the above named Related Party has been provided with a copy of and shall be bound and shall abide by all of the terms, requirements and conditions set forth in the Non Disclosure and Confidentiality Agreement dated [8a] [8b], [8c], between [9] (the “**Recipient**”) and the Port Authority (hereinafter the “**Agreement**”), and by the Port Authority Handbook described in the Agreement. Appropriate and responsible officers and employees of the Related Party have carefully read and understand the terms and conditions of the Agreement. The Related Party has notice and acknowledges that any breach or violation of such terms, requirements and conditions may result in the imposition of remedies or sanctions as set forth or otherwise described therein against such Related Party.

Signature: _____

Print Name: [10]

Date: [11]

Attachment B-1

Respondent Prerequisite A.

* Note - Duplicate form as necessary *

Reference RFQ Section IV – Respondent Prerequisites

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

| | |
|--|--|
| Client Name | |
| Property/Building Name | |
| Property/Building Address | |
| Brief Description of Property | |
| Management Term (Start Date to End Date) | |
| Total Square Footage of “Class A” Commercial Property | |
| Client Contact Name / Title | |
| Client Contact Email Address | |
| Client Contact Phone Number | |
| Managing Entity | |

| | |
|--|--|
| Client Name | |
| Property/Building Name | |
| Property/Building Address | |
| Brief Description of Property | |
| Management Term (Start Date to End Date) | |
| Total Square Footage of “Class A” Commercial Property | |
| Client Contact Name / Title | |
| Client Contact Email Address | |
| Client Contact Phone Number | |
| Managing Entity | |

Note – Client Contact must be Company employee

Attachment B-2

Respondent Prerequisite B.

* Note - Duplicate form as necessary *

Reference RFQ Section IV – Respondent Prerequisites

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

PROJECT #1

| | |
|--|--|
| Client Name | |
| Property/Building Name | |
| Property/Building Address | |
| Brief Description of Property | |
| Years Managed | |
| Management Term (Start Date to End Date) | |
| Total Square Footage of Property/Building and Classifications of Square Footage | |
| Year Built/Renovated | |
| Annual Operating Costs (excluding R.E. Taxes and Rents) | |
| Client Contact Name / Title | |
| Client Contact Email Address | |
| Client Contact Phone Number | |
| Managing Entity | |

Note – Client Contact must be Company employee

Attachment B-2

Continued

Respondent Prerequisite B.

* Note - Duplicate form as necessary *

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

PROJECT #2

| | |
|--|--|
| Client Name | |
| Property/Building Name | |
| Property/Building Address | |
| Brief Description of Property | |
| Years Managed | |
| Management Term (Start Date to End Date) | |
| Total Square Footage of Property/Building and Classifications of Square Footage | |
| Year Built/Renovated | |
| Annual Operating Costs (excluding R.E. Taxes and Rents) | |
| Client Contact Name / Title | |
| Client Contact Email Address | |
| Client Contact Phone Number | |
| Managing Entity | |

Note – Client Contact must be Company employee

Respondent Prerequisite B.

* Note - Duplicate form as necessary *

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

PROJECT #3

| | |
|--|--|
| Client Name | |
| Property/Building Name | |
| Property/Building Address | |
| Brief Description of Property | |
| Years Managed | |
| Management Term (Start Date to End Date) | |
| Total Square Footage of Property/Building and Classifications of Square Footage | |
| Year Built/Renovated | |
| Annual Operating Costs (excluding R.E. Taxes and Rents) | |
| Client Contact Name / Title | |
| Client Contact Email Address | |
| Client Contact Phone Number | |
| Managing Entity | |

Note – Client Contact must be Company employee



