

THE PORT AUTHORITY OF NY & NJ

REQUEST FOR QUALIFICATION STATEMENTS ("RFQS")

FOR

MASTER AGREEMENTS FOR GENERAL CONSTRUCTION SERVICES AT THE WORLD TRADE CENTER SITE ON A WORK ORDER BASIS

MARCH 18, 2013

RFQS #32756

RESPONSES DUE NO LATER THAN:

2:00 PM ET ON APRIL 08, 2013

RFQS FOR MASTER AGREEMENTS FOR GENERAL CONSTRUCTION SERVICES AT THE WTC SITE ON A WORK ORDER BASIS

INTRODUCTION

The Port Authority of New York & New Jersey (“Port Authority” or “Authority”) seeks to award multiple Master Agreements for General Construction Services at the World Trade Center Site (“WTC Site”) on a Work Order Basis (see below). The Authority anticipates awarding Master Agreements to multiple firms, who will compete for Work Orders. Only firms that have an executed Master Agreement will receive a Notice of Proposed Work Order (“NPWO”) requesting bids for Work Orders. An NPWO will include, at a minimum: the specific scope of work to be performed under the Work Order, any specific terms and conditions, notice of the application of any requirements as per any federal funding, bid bonds, if required, and a bid form. Award of each Work Order will be made to the responsible firm submitting the lowest responsive bid pursuant to the Authority’s standard bidding process.

A firm that executes a Master Agreement will have the opportunity to compete for Work Orders, but execution of a Master Agreement does not guarantee that a firm will be awarded a Work Order.

I. BACKGROUND

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. The Authority 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, Stewart International, Teterboro and LaGuardia Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers); and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital “Gateways to the Nation.”

In addition, the Port Authority operates the Port Authority Bus Terminal in Manhattan, the largest facility of its kind in the world, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Port Authority also operates the Port Authority Trans-Hudson Corporation (PATH), a rapid rail transit system linking Newark, and the Jersey City and Hoboken waterfronts, with midtown and downtown Manhattan.

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A number of other key properties are managed by the agency including but not limited to a large satellite communications facility (the Teleport) in Staten Island, and a resource recovery co-generation plant in Newark. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

II. PROJECT DESCRIPTION

The Port Authority construction projects at the WTC Site include but are not limited to: the Transportation Hub ("Hub"), the Vehicle Security Center ("VSC"), Streets and Related Infrastructure ("Streets"), and Retail and Parking ("R&P"), among others (each, a "Port Authority Project Site"). In an effort to expedite the completion of the WTC Site construction, the Port Authority intends to maintain a roster of pre-qualified firms under contract to perform ad hoc construction services for work that is required but is not explicitly covered under any existing construction contract. Such work may be required at one or more Port Authority Project Sites.

To that end, the Port Authority intends to execute Master Agreements with multiple firms that prequalify to perform the following General Construction services, as described below. A Work Order will be issued to the firm that responds to a Notice of Proposed Work Order with the lowest responsive bid.

A. General Construction Services may include, but may not necessarily limited to, the following:

- General Site Work
- Demolition
- Structural Steel and Concrete
- Architectural and Building Finishes
- Plumbing
- HVAC
- Electrical
- Fireproofing
- Hoists, Elevators, Escalators
- Fire Protection
- Building Management System (BMS)
- Masonry

B. Estimated Value Range for Work Orders

For information purposes only, the Authority estimates that individual Work Orders to be issued may be in the range of \$25,000 to \$5 million. The total

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amount of all Work to be awarded under all Work Orders shall not exceed \$100,000,000.

C. Contract Schedule

The anticipated duration for each Master Agreement is five (5) years, with two (2), one (1) year extension options.

D. Inquiries/Point of Contact

Please direct all inquiries regarding this Master Agreement RFQS to the individual(s) named below, only. This individual is your sole point of contact throughout the entire Master Agreement RFQS process until award. Neither this individual nor any other employee of the Authority is authorized to interpret the Master Agreement RFQS or give additional information as to its requirements. Such interpretation or additional information will be given only by written addendum to this Master Agreement RFQS.

Name: Mario Socrates
Assistant Manager, Procurement Department
The Port Authority of New York and New Jersey
115 Broadway, 19th Floor
New York, NY 10006
Email: msocrates@panynj.gov

III. FTA, HUD and FEMA REQUIREMENTS/REGULATIONS

The Work Orders awarded as a result of this Master Agreement RFQS may be funded in whole or in part by the Federal Transit Administration (“FTA”), the Department of Housing and Urban Development (“HUD”) and/or the Federal Emergency Management Agency (“FEMA”). All firms that are awarded Master Agreements must be able to comply with the applicable provisions set forth in Exhibits IV(A) (FTA), IV(B) (HUD) and IV(C) (FEMA) of the Master Agreement Form of Contract.

IV. SELECTION PROCESS

A. Prerequisites

To be considered for award of a Master Agreement, the proposing firm must provide documentary evidence, to the satisfaction of the Authority, that the firm meets the following minimum requirements. Company brochures shall not be submitted for the purpose of demonstrating experience and technical expertise. Submittals must be tailored to the specific requirements of this Master Agreement RFQS. If a firm cannot demonstrate that it meets all of the below mentioned prerequisites, then that firm may form a joint venture with others and request that

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the joint venture be considered as a proposing firm, as set forth in paragraph C of this section below.

1. Minimum Experience of the Firm:

- a) As a prime or general contractor, with at least seven (7) years of construction experience on projects of comparable type and complexity; and
- b) As a prime or general contractor, during the last five (5) years, it has successfully completed or substantially completed at least three (3) construction projects of comparable type and complexity, with each project valued at \$1 million or more. The firm may also qualify if, during the time period stated above, it has (or persons or entities owning and controlling it have) owned and controlled another firm that has satisfactorily and successfully performed and completed services of similar scope to those required under this Contract.

2. Minimum Qualifications of the Project Manager or Superintendent

The firm's Project Manager, Superintendent, Chief Engineer(s), Site Safety Manager(s) must each have a minimum of ten (10) years construction experience on contracts comparable in size, type and complexity.

B. Evaluation Criteria

Firms (including joint ventures) that are found to satisfy the minimum requirements of the Prerequisites of subparagraph A of this section (above) will then be evaluated by an Evaluation Committee, which will then determine which firm (or joint venture) may proceed with the award of a Master Agreement. A Selection Committee will be composed of Port Authority personnel.

The Selection Committee will base its evaluation on selection criteria, which are listed below in relative order of importance, and as more fully described in Section V below:

1. Firm Qualifications and Experience
2. Senior Staff Qualifications and Experience
3. Safety Record
4. QA/QC Procedures
5. Financial Responsibility

C. Joint Ventures

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The Authority will also accept Master Agreement RFQS responses from a joint venture. When submitting as a joint venture, all participants in the joint venture shall be bound jointly and severally and each participant shall execute the bid. If the prospective bidder cannot demonstrate that it meets all of the referenced qualifications, then the prospective bidder may with others form a joint venture and request that the joint venture be deemed to be the prospective bidder (i.e. members of the joint venture may meet the qualification requirement collectively). Documentation in support of the joint venture should be included with the RFQS responses.

V. SUBMISSION INSTRUCTIONS AND CONTENT

A. Respondents must clearly indicate “RFQS #32756 - Work Order for General Construction Services at WTC Site” on the outside of any package or document submitted in connection with this RFQS.

The respondent shall submit one (1) hard copy and six (6) copies in PDF format on CD-ROM to the Procurement staff shown below in sufficient time so that the Authority receives it no later than **2:00 pm ET** on **April 08, 2013** at the following address:

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

Late submittals may be rejected.

B. The following items must be submitted in order for your firm to be considered for qualification on this specific project:

1. Attachments

In order to expedite the evaluation of the information furnished, proposing firms must complete and submit the following attached documents. Responses that fail to include one or more of these documents may be disqualified.

The following Attachments are incorporated herein and must be completed and included in the submission:

- A. Attachment I – Contractor’s Qualification Statement
- B. Attachment II – Agreement on Terms of Discussion
- C. Attachment III - Nondisclosure and Confidentiality Agreement
- D. Attachment IV – Contractor’s Certifications
 - a. Certification Regarding Lobbying

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b. Certification Regarding Debarment, Suspension & Ineligibility

2. Firm Qualifications and Experience

- A. Proposing firm shall submit, with the RFQS response, written verifiable supporting documentation that it has satisfied or exceeded the minimum requirements set forth in Section IV, Prerequisite A1 above.

3. Senior Staff Qualifications and Experience

Proposing firm shall submit with the RFQS response, resume(s) or supporting documentation demonstrating that Respondent meets or exceeds the minimum requirements set forth in Section IV, Prerequisite A2 above.

4. Safety Record

As part of your submission, please provide, at a minimum, your firm's safety record of for the past three (3) years and the documentation below, if applicable. In addition, please include the safety record for all of your firm's affiliates. Provide the following data regarding your firm's safety record:

- Experience Modification Rate – Provide your firm's Insurance Experience Modification Rate (EMR) for the last three years and supply a letter from your firm's insurance broker or carrier indicating the EMR of your firm for the last three years. If the ratio exceeds 1.2, a written explanation shall be provided.
- OSHA Inspection Record – Provide your firm's OSHA Inspection History for the last three years by supplying a printout of the OSHA public database inspection record (<http://osha.gov/pls/imis/establishment.html>) and a printout of any citations. If applicable, a written explanation shall be provided for any OSHA citations issued to your firm.
- OSHA 300 Logs – Provide a copy of the last three years OSHA 300 Logs. For any job related fatality recorded by your firm, or any fatality which occurred to any worker irrespective of who he or she was employed by on a project where your firm was the Construction Manager or Controlling Contractor, provide a written explanation detailing the specifics of the fatality and any corrective actions that have been taken to prevent reoccurrence.
- Incidence Rates - OSHA/BLS Total Recordable Incident Rate (TRIR) and Lost Work Day Incident Rate (LWDIR) – Provide your firm's Incidence Rates for the last three years by supplying a printout of the Public database BLS industry Incidence Rates

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(<http://www.bls.gov/iif/oshwc/osh/os/pr056ny.pdf>) with the appropriate industry and type of construction highlighted.

- Fatalities – List any work related fatalities that occurred to your firm’s personnel or any contractor’s personnel performing work on any project where your firm was the Construction Manager or Controlling Contractor for the last three years.

Incidence Rates above Bureau of Labor Statistics (BLS) rates for specific work type - A written explanation shall be provided for a Total Recordable Incident Rate (TRIR) or Lost Workday Case Incidence Rate (LWDCIR) in excess of the BLS for NY State for the industry and work type performed. Firms that are awarded Master Agreements will be required to submit updated Safety Records annually.

5. QA/QC Procedures

In accordance with “Exhibit D – Contractor’s Quality Program Requirements,” submit a detailed description of your firm’s Quality Assurance/Quality Control (QA/QC) Plan addressing the QA/QC organization; how the Plan extends to subcontractors and others in the supply chain; resources and procedures that your firm will use for evaluating construction activities, products and related activities, which shall conform to the Authority’s WTC Project Quality Assurance Plan and the FTA QA/QC System. Please indicate how your firm would approach the Construction Services detailed in this Master Agreement RFQS from a Quality Assurance and Quality Control perspective on this project.

6. Financial Responsibility

A. Bond Requirements

Bid, Performance and Payment bonds may be required for each Work Order issued. Include with your response a letter from your surety (a letter from a broker is unacceptable) confirming your firm’s single limit and aggregate bonding capacity. The surety company name must appear on the current list of the Treasury Department of the United States as acceptable as a surety upon federal contracts.

B. Financial Statements

Financial capacity shall be evidenced by providing the following information for the entity submitting the RFQS response:

- Certified financial statements, including applicable notes, reflecting your firm’s assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar

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year or your most recent fiscal year.

- Where such certified financial statements are not available, then either reviewed or compiled statements from an independent accountant setting forth the information described in the first bullet above.
- Where neither certified financial statements nor financial statements from an independent accountant are available, then financial statements containing the information described in the first bullet above, prepared directly you. However, such financial statements must be accompanied by a signed copy of your firm's most recent federal income tax return and a statement in writing, signed by a duly authorized representative of your firm, that such statements accurately reflect your firm's current financial condition.
- Where statements submitted pursuant to above show your firm's position as of a date more than forty-five (45) days prior to the date on which RFQS responses are due, also submit a statement in writing signed by your firm's duly authorized representative, that your firm's present financial condition is at least as good as that shown on the statements submitted.
- A statement of work which your firm has on hand, including any work on which a bid has been submitted, containing a description of the work, the dollar value, the location by city and state, the current percentage of completion and the expected date for completion.
- Fill in below the name and address of your firm's primary banking representative handling your firm's account.

Banking Institution: _____

Address: _____

Bank Representative: _____

Telephone Number: _____

- Fill in below your firm's Federal Employer Identification Number

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(i.e., the number assigned to firms by the federal government for tax purposes); your firm’s Dun and Bradstreet number, if any; the name of any other credit service to which your firm has furnished information and the number, if any, assigned by such service to your firm’s account.

Federal Employer Identification No: _____

Dun & Bradstreet No.: _____

Other Credit Service: _____

Account No.: _____

VI. NOTIFICATION

Notification as to whether a firm has been selected to receive a Master Agreement shall be made only by a notice in writing, signed by the Director of Procurement or her designee, and mailed or delivered to the office designated by the firm in its response to this RFQS.

VII. WORK ORDER AWARD PROCESS

- A. When the Authority requires specific work to be performed under a Work Order, the Authority shall send via email, to each Contractor with a Master Agreement for the Work Order, a Notice of Proposed Work Order. The Notice of Proposed Work Order will contain the information relevant to bidding on and performing the Work Order, including but not limited to the following information, as applicable:
 - 1. Work Order Scope of Work
 - 2. Technical Specifications applicable to the Work Order
 - 3. Drawings
 - 4. Logistics Plan
 - 5. Date of pre-proposal Site Inspection.
 - 6. Deadline for requests for clarifications (“RFCs”) and proposal submission.
 - 7. Form of Work Order Proposal

- B. A contractor’s failure to submit a response (a “Bid”) to a Notice of Proposed Work Order may result in a disqualification of that contractor from further consideration for future Work Orders.

- C. Notice of Proposed Work Order Bids must comply with all requirements stated in the Notice and the Master Agreement.

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- D. Bid Bond, if required.
- E. The price bid for any particular Work Order shall be irrevocable for a period of sixty (60) days from the Notice of Proposed Work Order bid submission date, or any extension thereof.
- F. Work Orders will be awarded to the Contractor that submits the lowest responsive and responsible bid price for the Work Order. The Authority reserves the right to request a meeting with the apparent low bidder for the purpose of confirming the Contractor's responsibility and qualifications at the time of the Work Order award.
- G. After a Contractor receives written notice of the Authority's acceptance of the Contractor's Notice of Proposed Work Order Bid, the Contractor shall not commence work on the Work Order until the WTCC Director or designee directs the Contractor in writing to commence the work pursuant to the Work Order. The Authority reserves the right to cancel any Work Order at any time after issuance of such Work Order. Such notice of cancellation shall be made in writing and Contractor will be paid only for the value of the Work completed.
- H. See the Form of Notice of Proposed Work Order for more details regarding the Work Order Award Process.

VIII. WTC SITE REQUIREMENTS

A. Background Qualification Questionnaire Package

The Port Authority has implemented a Project Corruption Prevention Program ("PCPP") for this Project. One of the components of the PCPP is contractor and vendor screening, designed to ensure that, in addition to demonstrated records of quality performance and solid financial capacities, firms awarded contracts for work at the WTC Site possess high ethical standards and a record of law abiding conduct. Screening is being performed through the use of a background qualification questionnaire package ("BQQP"). The Contract will require bidders to complete a BQQP (http://www.panynj.gov/wtcprogress/pdf/PANYNJ_OIG_WTC_BQQP.zip) as part of its bid. In addition, bidders will also be required to ensure that, in general, their subcontractor(s), subconsultant(s), and vendor(s), of all tiers, also complete a BQQP.

B. Independent Monitor - Access to Records

The Port Authority has selected an independent Monitor for this Project. The Contract will require the bidder, and all subcontractors and materialmen of any tier, to cooperate fully with the Monitor and with the Port Authority,

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including but not limited to providing complete access to all personnel and records related to the performance of the Contract.

C. Conflict of Interest Mitigation Plan

A. During the term of this Agreement, Contractor shall not take any action that might result in an actual or perceived conflict of interest on the part of Contractor that might bias or impair the Contractor's judgment in its performance under this Contract (e.g. Contractor holds multiple contracts that require conflicting responsibilities).

B. Any entity performing work at the World Trade Center site is presumed to have a potential conflict of interest if that entity, or an affiliate thereof, is performing work on behalf of the Authority concurrent with the performance of work on behalf of another World Trade Center stakeholder/owner (e.g. SPI, LMDC, NYSDOT, WTC Net Lessees), or a respective affiliate thereof (each a "Third Party") at the World Trade Center site.

C. The Contractor agrees to avoid or eliminate, whenever possible, conflicts of interest. However, when a conflict of interest cannot be avoided or eliminated, the Contractor agrees to comply with the provisions of this Section.

D. In the event of any of the following situations, the Contractor shall give written notice to the Port Authority, through the Construction Manager, immediately that describes such situation in detail and provides any other information that the Contractor believes would be helpful to the Port Authority in analyzing the situation, including any steps the Contractor has already taken or proposes to take to avoid or mitigate any conflict.

1. The Contractor is a party to a contract, enters into a contract, or is potentially (e.g.: has responded to a solicitation or is in negotiations) a party to a contract or other business arrangement with a Third Party related to work at the World Trade Center Site;

2. The Contractor has any financial interest in any other construction manager, contractor, subcontractor, or supplier of the Authority that is currently performing or may perform work (e.g.: has responded to a solicitation or is in negotiations) related to the World Trade Center Site.

3. Any other situation or circumstances that might be viewed as or give the appearance of a conflict of interest.

E. The information provided by the Contractor pursuant subparagraph D, above, will be evaluated by the Authority and the Authority will in its sole discretion determine if a written plan is required in order to mitigate the actual, potential or perceived conflict of interest ("Mitigation Plan").

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F. If the Authority determines that a Mitigation Plan is required, the Contractor, before agreeing to provide services to a Third Party that gives rise to the actual, potential or perceived conflict of interest, shall submit a written Mitigation Plan to the Authority through the Construction Manager.

G. The Port Authority will evaluate the submitted Mitigation Plan and notify the Contractor in writing whether such plan is acceptable in the Port Authority's sole discretion. If the Port Authority determines that a Mitigation Plan cannot address a potential conflict of interest, the Contractor hereby agrees not to provide services to a Third Party.

H. The Contractor may appeal to the Port Authority for reconsideration of a determination that a conflict of interest exists or that a Mitigation Plan is insufficient by sending a request for reconsideration to the Port Authority within 10 business days of receiving such notice.

I. The Contractor's execution of this Agreement shall constitute a representation by the Contractor that, at the time of such execution, except as set forth in of the Master Agreement and in other written disclosures by the Contractor, the Contractor knows of no circumstances, present or anticipated, that come within the provisions of this Section or that might otherwise result in an actual or perceived conflict of interest on the Contractor's part.

J. The Contractor hereby agrees this Section is a material component and is of the essence of the Master Agreement.

K. The Contractor shall include the provisions of this Section in each subcontract entered into under the Master Agreement

D. Security Information Manager

Performance of the Contract may require access to Port Authority Confidential and Privileged Security Information. Confidential and Privileged Security Information is information belonging to the Port Authority that, if it were subject to unauthorized access, modification, loss or misuse, could result in serious damage to the Port Authority, public safety or homeland security. Protecting this sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities. These procedures are identified in the Port Authority's "Information Security Handbook," which is accessible via the Port Authority website at <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>. To that end, the Security Capital Program maintains a secure collaborative Program Website called "Livelink" to store, share and distribute all Project documentation. For any information deemed to be Confidential & Privileged Security Information/SSI, Livelink is the only acceptable means of

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electronically distributing and sharing such information. Each prospective bidder and each participant in a joint venture shall designate a Security Information Manager (“SIM”) responsible for identifying members of their team who will need access to Livelink and for ensuring that those members have passed the requisite background checks and have submitted the requisite Livelink access forms. The SIM will be responsible for maintaining their firm’s Livelink user account access list. In addition, the SIM shall identify an individual who will be trained by the Port Authority in the use of Livelink and that individual will subsequently be responsible for training the prospective bidder’s team.

NOTE: The Information Security Handbook requires that certain criteria be met prior to being granted access to Confidential Information. Generally, an individual must be a U.S. Citizen, an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Naturalization Service documentation or a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived in exceptional circumstances and contractors should refer to §3.2 of the Information Security Handbook for details on this policy and the process for waiver.

IX. M/WBE SUBCONTRACTING PROVISIONS

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-Owned Businesses (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. Firms awarded Work Orders will be required to use good faith efforts to achieve a goal of 12 percent (12%) participation by qualified and certified MBEs and 5 percent (5%) to provide for meaningful participation by the Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this RFQS and any resultant Work Order, including purchase of equipment, supplies and labor services.

Minority Business Enterprise (MBE) - shall mean a business entity which is at least 51% owned and controlled by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more minority groups, and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens.

"Minority Group" means any of the following racial or ethnic groups:

- (a) Black persons having origins in any of the Black African racial groups not of Hispanic origin;

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- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American culture or origin, regardless of race;
- (c) Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;
- (d) Native American or Alaskan native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

Women-Owned Business Enterprise (WBE) - shall mean a business enterprise which is at least 51% owned by one or more women, or, in the case of a publicly held corporation, at least 51% of the stock of which is owned by one or more women and whose management and daily business operations are controlled by one or more women who are citizens or permanent or resident aliens.

Firms are directed to use form PA3749B, which may be downloaded at:

<http://www.panynj.gov/business-opportunities/become-vendor.html>

The M/WBE Participation Plan (“Plan”) submitted by the Respondent to the Port Authority shall contain, at a minimum, the following:

- Identification of M/WBE’s: Provide the names and addresses of all M/WBEs included in the Plan. If none are identified, describe your plan and process for selecting participant firms in order to achieve the good faith goals under this Agreement.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan and in accordance with the requirements stated in the Standard Agreement.
- Scope of Work: Describe the specific scope of work each M/WBE firm will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation that the Respondent has utilized in the performance of its contracts.

All M/WBE subconsultants listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Firm to receive credit toward the M/WBE participation goals set forth in this RFQS. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to <http://www.panynj.gov/business->

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[opportunities/supplier-diversity.html](#) to search for M/WBE firms by a particular commodity or service. The Port Authority makes no representation as to the financial responsibility of such firms or their ability to perform work under a Master Agreement or Work Order.

Proposed M/WBE Participation Plans will be reviewed and approved by the Authority's Office of Business Diversity and Civil Rights ("OBDCR").

The Authority has set a goal of 12 percent (12%) participation by qualified and certified MBEs and 5 percent (5%) by qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business Diversity and Civil Rights.

In the case of a M/WBE Firm which is not listed in the Directory, but which the Respondent believes should be eligible for certification by the Authority because it is (1) an M/WBE, as defined above and in the Standard Agreement and (2) competent to perform portions of the work, the Respondent shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business Diversity and Civil Rights ("OBDCR"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at <http://www.panynj.gov/business-opportunities/sd-become-certified.html>. In addition, to update a previously-certified firm's certification file and to advise OBDCR of changes to any information, please email these changes to OBJOcert@panynj.gov. Credit toward applicable goals will be granted only to Port Authority certified vendors. For more information about M/WBE Programs, call (212) 435-7808.

X. INTEGRITY PROVISIONS

Respondent Eligibility For Award Of Contracts – Determinations By An Agency Of The State Of New York Or New Jersey Concerning Eligibility To Receive Public Contracts

Respondents are advised that the Authority has adopted a policy, which Authority and/or the Authority's Designee adopt as set forth herein, to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Respondent is not eligible to propose on or be awarded public contracts because the Respondent has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The Authority policy permits a Respondent whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on a Authority contract and then to establish that it is eligible to be

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awarded the contract on which it has proposal because (i) the state agency determination relied upon does not apply to the Respondent, or (ii) the state agency determination relied upon was made without affording the Respondent the notice and hearing to which the Respondent was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.

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

ATTACHMENT I
CONTRACTOR'S QUALIFICATION STATEMENT

ATTACHMENT I

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY CONTRACTOR'S QUALIFICATION STATEMENT

A. Contractor's General Business Information

Statement submitted by:

Name of Firm:

Name of Principal:

Business Address:

Telephone No:

Fax No:

E-mail:

Name & Telephone Number of contact person if not individual mentioned above:

Check how bid will be submitted: Single Entity Joint Venture

If a Joint Venture, each participant in such Joint Venture must submit all the information that is required for a single entity.

B. Relevant Experience and Past Performance:

- On **Schedule A**, below, list construction Contracts completed by your firm which document **your firm's meeting of the requirements indicated in Paragraph IV.A.1**. If a joint venture, list each joint venture partner's projects separately. Indicate if the contract was performed by your firm's own forces or by a sub-contractor. Submit each project on one page in the following format.

SCHEDULE A - CONTRACTS COMPLETED:

Project Name, Location and Description	Owner/ Name Address & Tel No	Design Engineer*	Date Completed	Contract Amount	Percent age of Work Comple ted by Own Forces

***Include Name, Address and Phone No. of Reference Contract**

****Indicate amount of Firm's contract and if work was done as prime contractor**

- On **Schedule B**, below, list the name and qualifications of the individual who will function as the **Project Manager** as well as those of any other **key construction supervision personnel** to be assigned to the Contract along with the anticipated function and relevant experience of each person in the format below. Attach resumes.

Schedule B - Key Construction Supervision Personnel:

Name	Position	Date started with Organization	Date started in Construction	Prior Positions and Experience in Construction

- On **Schedule C**, below, list projects **currently under construction** (work on hand) and on **Schedule D**, below, list bids submitted by your firm. If a joint venture, list each joint venture partner's projects separately. Please follow format below in one page per contract.

Schedule C - Current Work on Hand:

Firm Name: _____

Project Name, Location and Description	Owner. Name Address/ Tel No.	Design Engineer	Contract Amount	Scheduled Completion Date and Percentage Complete

Schedule D: Current Bids Submitted:

Firm Name: _____

Project Name, Location and Description	Owner Name, Address & Tel No	Design Engineer*	Contract Amount	Low Bidder (Y/N)	Anticipated award Date/Contract Duration

***Include Name, Address and Phone No. of Reference Contract**

****Indicate amount of Firm's contract and if work was done as prime contractor**

Does your firm have the required certification(s) and/or license(s) required under paragraph II.A, if required? **Yes** **No** **Not Applicable**

- If Yes - Submit documentation of required certification(s) and/or license(s)
- If No, indicate how you plan to meet this requirement:

- Has your firm ever failed to complete any construction contract awarded it?
 Yes **No**

If yes, describe the circumstances on a separate piece of paper.

- In the last five years, has your firm ever failed to substantially complete a contract in a timely manner?** **Yes** **No**

If yes, describe the circumstances on a separate piece of paper.

- Identify prior contracts that contained stated goals for M/WBE participation and how such goals were met or exceeded:

Contract	Stated Goals	Actual % Obtained	Comments

Financial Information:

- Can your Firm provide a Performance And Payment Bond for the full amount required? **Yes** **No**
- Indicate approximate total bonding capacity: _____

- Indicate name of your proposed surety company and name, address and phone number of agent:

➤ Name: _____

➤ Address: _____

➤ Telephone No. _____

- **Submit letter from your surety documenting your ability to submit the required Bond.**

D. Certification

I hereby certify that the information submitted herewith, including attachments, is true to the best of my knowledge and belief.

(Business name of Firm)

By: _____
(Signature of officer of Firm)

(Title of officer of Firm)

Dated: _____

(Type or print title of officer of Firm)



ATTACHMENT II
AGREEMENT ON TERMS OF DISCUSSION

ATTACHMENT II

AGREEMENT ON TERMS OF DISCUSSION

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

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

(Company)

(Signature)

(Title)

(Date)

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

ATTACHMENT III

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

**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 IV

CONTRACTOR'S CERTIFICATIONS

CONTRACTOR'S CERTIFICATIONS

CERTIFICATION REGARDING LOBBYING PURSUANT TO 31 U.S.C. 1352

The undersigned

_____ (name of authorized officer)

certifies, to the best of my knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by, 31, U.S. C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Note: Pursuant to 31 U.S.C § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Executed this day _____ of _____, 20____

By: _____
Signature of Authorized Official

Official Name and Title of Authorized Official

CONTRACTOR'S CERTIFICATIONS

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

CONTRACTOR'S CERTIFICATIONS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant,

_____, certifies by submission of this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. The prospective lower tier participant shall provide immediate written notice to the Authority (and the Contractor, if applicable) if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Executed this day _____ of _____, 20_____.

BY SIGNATURE OF AUTHORIZED OFFICIAL

NAME AND TITLE OF AUTHORIZED OFFICIAL

CONTRACTOR'S CERTIFICATIONS

INSTRUCTIONS FOR COMPLETION OF CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

1. By signing and submitting this Proposal, the prospective lower tier participant is providing the signed certification set out on the previous page.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Authority may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the Authority if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. The Proposer may contact the Procurement Representative for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the Authority.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under sub-paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the Authority may pursue available remedies including suspension and/or debarment.