



THE PORT AUTHORITY OF NY & NJ

**PURCHASING SERVICES DIVISION
ONE MADISON AVENUE, 7TH FLOOR
NEW YORK, NY 10010**

TITLE: WEBSITE INTERCEPT SURVEY

NUMBER: 19245

SUBMIT PROPOSALS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

PROPOSAL DUE DATE: October 1, 2009 TIME: 2:00 PM

QUESTIONS SHOULD BE SUBMITTED BY: September 21, 2009 TIME: 4:00 PM

BUYER NAME: James Summerville
PHONE#: (212) 435-3954
FAX#: (212) 435-3925
EMAIL: jsummerville@panynj.gov

TABLE OF CONTENTS

1. GENERAL INFORMATION.....	4
2. BRIEF SUMMARY OF SCOPE OF WORK	4
3. DURATION	4
4. DEADLINE FOR RECEIPT OF PROPOSALS.....	4
5. SUBMISSION OF PROPOSALS.....	4
6. LENGTH OF PROPOSALS.....	5
7. COMMUNICATION REGARDING THIS RFP	5
8. PROPOSAL ACCEPTANCE OR REJECTION.....	5
9. PROPOSER PRESENTATIONS.....	5
10. CITY PAYROLL TAX	6
11. ADDITIONAL PROPOSER INFORMATION.....	6
12. PROPOSER PREREQUISITES	6
13. FINANCIAL INFORMATION	6
14. EVALUATION CRITERIA AND RANKING	7
15. M/WBE SUBCONTRACTING PROVISIONS	8
16. PROPOSAL SUBMISSION REQUIREMENTS.....	10
17. ACKNOWLEDGMENT OF ADDENDA.....	11
18. STANDARD CONTRACT TERMS AND CONDITIONS.....	12
19. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL.....	12
A) CHANGES TO THIS RFP	12
B) PROPOSAL PREPARATION COSTS	12
C) DISCLOSURE OF PROPOSAL CONTENTS / USE OF IDEAS AND MATERIALS	12
D) OWNERSHIP OF SUBMITTED MATERIALS	12
E) SUBCONTRACTORS	13
F) CONFLICT OF INTEREST	13
G) AUTHORIZED SIGNATURE	13
H) REFERENCES.....	13
I) EVALUATION PROCEDURES AND NEGOTIATION	13
J) TAXES AND COSTS.....	13
K) MOST ADVANTAGEOUS PROPOSAL/NO OBLIGATION TO AWARD	14
L) MULTIPLE CONTRACT AWARDS	14
M) RIGHT TO EXTEND CONTRACT	14
N) RIGHTS OF THE PORT AUTHORITY	14
O) NO PERSONAL LIABILITY	15
ATTACHMENT A – AGREEMENT ON TERMS OF DISCUSSION.....	16
ATTACHMENT B – GENERAL CONTRACT PROVISIONS.....	17
1. DEFINITIONS.....	17
2. TERMINATION.....	17
3. INDEMNIFICATION	17
4. INTEGRITY	17
5. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.....	20

Port Authority RFP 19245 - Website Intercept Survey

6.	DEFINITIONS.....	21
7.	CONFLICT OF INTEREST	22
8.	NON-LIABILITY OF AUTHORITY REPRESENTATIVES	22
9.	MODIFICATION OF CONTRACT.....	22
10.	PAYMENT.....	23
11.	EXTRA WORK.....	23
12.	COMPENSATION FOR EXTRA WORK.....	24
13.	EXTRA WORK PROCEDURES	24
14.	PERFORMANCE OF EXTRA WORK.....	24
15.	AUTHORITY ACCESS TO RECORDS	24
ATTACHMENT C – SCOPE OF WORK.....		26
1.	SUMMARY:	26
2.	SURVEY TOPICS:	26
3.	HOSTING	26
4.	COLLECTION OF DATA	27
5.	ANALYSIS OF DATA	27
6.	ADDITIONAL USABILITY ANALYSES	27
7.	DELIVERABLES.....	27
ATTACHMENT D – COST PROPOSAL		29

1. GENERAL INFORMATION

The Port Authority of New York and New Jersey ("Port Authority" or "the Authority") is a corporate and public entity created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States. The Port Authority is a financially self-supporting public agency that receives no tax revenues from any state or local jurisdiction and has no power to tax. It relies almost entirely on revenues generated by facility users, tolls, fees, and rents. The Port Authority, together with its wholly-owned subsidiaries, provides the region with integrated transportation and trade services and operates facilities in connection therewith, including but not limited to five major regional airports, interstate traffic through four bridges and two tunnels, a bus terminal, a bus station, the Port Authority Trans-Hudson (PATH) rapid rail transit system, the Hoboken-lower Manhattan ferry service, and certain New York-New Jersey port facilities and the World Trade Center Site and Transportation Hub.

The Port Authority is hereby seeking proposals from qualified firms to develop, implement, and analyze website intercept surveys for the Port Authority's website, www.panynj.gov, as more fully described herein.

2. BRIEF SUMMARY OF SCOPE OF WORK

The selected proposer ("Contractor") shall develop, implement, and analyze website intercept surveys for the Port Authority's re-launched website (www.panynj.gov) shortly after its 2009 launch, and shall conduct follow-up surveys in 2010 and 2011, as more fully described in Attachment C, the "Scope of Work."

3. DURATION

The agreement resulting from the RFP shall commence upon complete execution of a Contract award letter by the Port Authority and the Contractor and the Contract shall remain in effect for a period of three (3) years (hereinafter, the "Base Term") unless sooner terminated in accordance with the provisions hereof.

The Port Authority shall have the option to extend this Agreement for up to 120 days from the date fixed for expiration upon the same terms and conditions, to be effected by written notice to the Contractor received no later than thirty (30) days prior to the original expiration date of the Base Term.

4. DEADLINE FOR RECEIPT OF PROPOSALS

The due date specified on the cover page is the Proposal Due Date. Closing of due date is 2:00 P.M., Eastern Daylight Savings Time. The Port Authority assumes no responsibility for delays caused by any delivery service.

5. SUBMISSION OF PROPOSALS

One reproducible original (containing original signatures and clearly designated as such) and **ten double-sided copies** of the proposal must be submitted on or before the due date and time in accordance with the information on the cover page of this RFP and sent or delivered to the address

specified on the cover page. Each copy of the proposal as well as the parcel(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, this RFP number and the Proposal Due Date.

The original and each copy of the submission should include, in a separate envelope marked "Proposer Prerequisites," all documentation necessary to demonstrate that the Proposer meets the prerequisites set forth in the Section entitled herein: "Proposer Prerequisites."

Proposers should also submit **ten CD copies of their proposals** to assist in the review. If there is any difference between the CD copy and the paper copy, the paper copy takes precedence.

6. LENGTH OF PROPOSALS

Excluding the Proposer's financial statements and standard contract terms and conditions, required by Sections 13 and 16(f), respectively, proposals shall be limited to no more than **twenty-five (25)** letter-size pages.

7. COMMUNICATION REGARDING THIS RFP

All communications concerning this request for proposal ("RFP") shall be directed to James Summerville, Senior Buyer, preferably by email: jsummerville@panynj.gov. Mr. Summerville can also be reached at (212) 435-3954.

8. PROPOSAL ACCEPTANCE OR REJECTION

Acceptance shall be only by mailing to or delivering at the office designated by the Proposer in its proposal, a notice in writing signed by an authorized representative on behalf of the Port Authority specifically stating that the proposal is accepted or by execution of an agreement covering the subject matter of this RFP signed by authorized representatives of the Port Authority and the Proposer. No other act of the Port Authority, its Commissioners, officers, agents, representatives, or employees shall constitute acceptance of a proposal. Rejection of a proposal shall be only by either (a) a notice in writing specifically stating that the proposal is not accepted, signed by an authorized representative of the Port Authority and mailed to or delivered to the Proposer at the office designated in the Proposal, or (b) omission of the Port Authority to accept the proposal within 180 days after the Proposal Due Date. No other act of the Port Authority, its Commissioners, officers, agents, representatives or employees shall constitute rejection of a proposal.

9. PROPOSER PRESENTATIONS

Proposers may be requested by the Port Authority to make an oral presentation. In such case, Proposer(s) will be notified in advance of any topics to be addressed, which are related to their proposal submissions. Given the project timeframe, proposers may be given short advance notice.

The Port Authority will advise presenters by email of the location of the presentation meeting. The Port Authority may, at the Proposer's request, provide support equipment for presentation needs, including computer projectors, flip charts, etc. Prior arrangements must be made for the use of such equipment.

10. CITY PAYROLL TAX

Proposers should be aware of the payroll tax imposed by the:

- City of Newark, New Jersey for services performed in Newark, New Jersey;
- City of New York, New York for services performed in New York, New York; and
- City of Yonkers, New York for services performed in Yonkers, New York.

These taxes, if applicable, are the sole responsibility of the Contractor. Proposers should consult their tax advisors as to the effect, if any, of these taxes. The Port Authority provides this notice for informational purposes only and is not responsible for either the imposition or administration of such taxes.

11. ADDITIONAL PROPOSER INFORMATION

Prospective Proposers are advised that additional vendor information, including but not limited to forms, documents and other information, including M/WBE Participation Plan Submission Forms and protest procedures, may be found on the Port Authority website at:

http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html

12. PROPOSER PREREQUISITES

Only Proposers who can demonstrate that they comply with the following should submit proposals, as only proposals from such Proposers will be considered:

- The Proposer shall have had at least **three years of continuous experience** immediately prior to the date of the submission of its proposal in the contractual design, implementation and analysis of website intercept surveys for commercial, industrial or governmental organizations whose websites attract at least 50,000 visitors daily. The Proposer may fulfill this prerequisite if it can demonstrate that the persons or entities owning and controlling the Proposer have had a cumulative total of at least the same number of years and type of direct continuous experience immediately prior to the submission of this proposal as is required of the Proposer, or has owned and controlled other entities which meet the requirement.
- During the time period stated in (A) above, the Proposer shall demonstrate satisfactory performance of at least **three contract(s)** for similar services of similar scope to those addressed in this RFP.

13. FINANCIAL INFORMATION

The Proposer will be required to demonstrate that it is financially capable of performing the contract resulting from this RFP ("Contract"). The determination of the Proposer's financial qualifications and ability to perform this Contract will be in the sole discretion of the Port Authority. The Proposer shall submit, with its proposal, the following:

(1) Certified financial statements, including applicable notes, reflecting the Proposer's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent year or the Proposer's most recent fiscal year.

(2) Where the certified financial statements in (1) above are not available, then either reviewed or compiled statements from an independent accountant setting forth the aforementioned information shall be provided.

(3) Where neither certified financial statements nor financial statements from an independent accountant are available, as set forth in (1) and (2) above, then financial statements containing such information prepared directly by the Proposer may be submitted; such financial statements, however, must be accompanied by a signed copy of the Proposer's most recent Federal income tax return and a statement in writing from the Proposer, signed by an executive officer or his/her designee, that such statements accurately reflect the present financial condition of the Proposer.

Where the statements submitted pursuant to subparagraphs (1) and (2) aforementioned do not cover a period which includes a date not more than forty-five days prior to the Proposal Due Date, then the Proposer shall also submit a statement in writing, signed by an executive officer or his/her designee, that the present financial condition of the Proposer is at least as good as that shown on the statements submitted.

A statement of work which the Proposer has on hand, including any work on which a bid and/or proposal has been submitted, containing a description of the work, the annual dollar value, the location by City and State, the current percentage of completion, the expected date for completion, and the name of an individual most familiar with the Proposer's work on these jobs.

The name and address of the Proposer's banking institution, chief banking representative handling the Proposer's account, the Proposer's Federal Employer Identification Number (i.e., the number assigned to firms by the Federal Government for tax purposes), the Proposer's Dun and Bradstreet number, if any, the name of any credit service to which the Proposer furnished information and the number, if any, assigned by such service to the Proposer's account.

14. EVALUATION CRITERIA AND RANKING

Proposals will be reviewed and evaluated on the following equally-weighted criteria:

- a) **Cost Proposal:** The financial terms and fees proposed for all required services. The degree and extent to which the Proposal is cost effective to the Port Authority and the overall cost of the service;
- b) **Management and Technical Plans:** With respect to the **Management Plan:**
 - **Staffing Plan** - The qualities, skills, talent and experience of the staff proposed to be dedicated to this engagement. Responses should be limited to prior staff experience in the performance of the contemplated services;
 - **Firm Experience** - The Proposer's industry track record and capability to provide the managerial, technical, and physical creative, skilled and talented resources and experienced and trained staff to deliver the required services. Responses should be limited to prior firm experience in the performance of the contemplated services;

- M/WBE Participation Plan - The quality and effectiveness of the M/WBE Participation Plan and the extent to which it meets or exceeds Port Authority standards.

With respect to the **Technical Plan**: the creativity, quality, visual appeal, structure & completeness of the proposed approach to the required services described in Attachment C (Scope of Work) of this RFP, and the ability to satisfy or exceed the requirements of this RFP.

15. 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. The successful Proposer will use good faith efforts to provide for meaningful participation by Port Authority certified M/WBEs as defined in this document, in the purchasing and subcontracting opportunities associated with this contract, 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) African-American persons having origins in any of the Black African racial groups not of Hispanic origin;
- (b) Latino Americans 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.

The Contractor shall use good faith efforts to achieve participation equivalent to 12% of the total Contract price for MBEs and 5% of the total Contract price for WBEs.

Good faith efforts to include participation by M/WBEs shall include, but not be limited to the following:

- Dividing the services and materials to be procured into small portions where feasible;
- Giving reasonable advance notice of specific subcontracting and purchasing opportunities to such firms as may be appropriate;
- Soliciting services and materials from M/WBEs, which are certified by the Port Authority;
- Ensuring that provision is made for timely progress payments to the M/WBEs and;
- Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Proposers are directed to use form PA3749B as the recording mechanism for the M/WBE Participation Plan, which may be downloaded at:

http://www.panynj.gov/DoingBusinessWith/contractors/html/other_info.html.

The M/WBE Plan submitted by the Contractor 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 the process for selecting participant firms in order to achieve the good faith goals under this Contract.
- Level of Participation: Indicate the percentage of M/WBE participation expected to be achieved with the arrangement described in the Plan.
- Scope of Work: Describe the specific scope of work the M/WBE's will perform.
- Previous M/WBE Participation: Describe any previous or current M/WBE participation, which the Proposer has utilized in the performance of its contracts.
- All M/WBE subcontractors listed on the M/WBE Participation Plan must be certified by the Port Authority in order for the Contractor to receive credit toward the M/WBE goals set forth in this Contract. Port Authority M/WBE certified vendor information is available to all vendors who are registered with the Port Authority. Please log on to <https://panynjprocure.com/VenLogon.asp> to search for M/WBEs 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 this Contract.
- Proposers shall include their M/WBE Participation Plan with their proposals, to be reviewed and approved by the Authority's Office of Business and Job Opportunity ("OBJO").
- Proposers may request a waiver of the M/WBE participation goals set forth in this Contract by providing with its proposal, information in accordance with this provision and the provision entitled "M/WBE Good Faith Participation" in the Standard Terms and Conditions of this Contract.

If the Contractor wishes to subcontract a portion of the Work through a firm not listed in the Directory, but which the Contractor believes should be eligible because it is (1) an M/WBE, as defined above and (2) competent to perform portions of the Work, the Contractor shall submit an M/WBE Uniform Certification Application to the Port Authority of New York and New Jersey, Office of Business and Job Opportunity ("OBJO"), 233 Park Avenue South, 4th Floor, New York, NY 10003. The application is available online at

<http://www.panynj.gov/DoingBusinessWith/economic/html/objo.html>. In addition, an M/WBE subcontractor may update its certification file and advise OBJO of changes to any information, by emailing 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) 435-7819.

16. PROPOSAL SUBMISSION REQUIREMENTS

- a) **Letter of Transmittal:** The Proposer shall submit a letter on its letterhead, signed by an authorized representative, stating its experience and qualifications in satisfying the requirements of this RFP. The Letter of Transmittal shall include the:
- Name and address of the Proposer and an original signature on the letter of transmittal by an authorized representative on behalf of the Proposer;
 - Name(s), title(s) and contact information of the individual(s) authorized to negotiate and execute the Contract; and
 - Name, title, contact information of a contact person to which the Authority can address questions or issues related to this RFP.
- b) **Executive Summary:** The Proposer shall submit a one-page summary presenting the major features of its proposal and how the proposal satisfies the requirements contained in this RFP, as well as the special competencies and expertise of the Proposer to meet the requirements of this RFP.
- c) **Agreement on Terms of Discussion:** The Proposer shall submit a copy of the "Agreement on Terms of Discussion," signed by an authorized representative of the Proposer. The Agreement format is included as **Attachment A hereto** and shall be submitted by the Proposer without any alterations or deviations. Any Proposer who fails to sign the Port Authority's "Agreement on Terms of Discussion" will not have its proposal reviewed. If the Proposer is a joint venture, an authorized representative of each party must sign the Agreement.
- d) **Certifications With Respect to the Contractor's Integrity Provisions:** By signing the Letter of Transmittal, the Proposer makes the certifications in the "Contractor's Integrity Provisions," included in **Attachment B**, the "General Contract Provisions" of this RFP. If the Proposer cannot make any such certifications, it shall enclose an explanation of that inability.
- e) **Documentation of Proposer Prerequisites:** The Proposer shall submit documentation, in the aforementioned separate envelope marked "Proposer Prerequisites," to demonstrate that it meets all prerequisites included herein.
- f) **Proposer's Standard Contract Terms and Conditions:** Proposers shall submit one complete written copy of their standard contract terms and conditions in a separate envelope marked "Standard Contract Terms and Conditions." Such Standard Contract Terms and Conditions are subject to review and negotiation by the Port Authority and the selected Proposer.

In the same envelope, Proposer shall include one CD copy of the same Standard Contract Terms and Conditions. For the purposes of review and negotiation, the CD copy shall be in Microsoft Word.

- g) **Proposal:** The Proposer shall submit a proposal that clearly describes its capability to perform the work described in this RFP and planned methodology, and the cost of such work to the Port Authority. At minimum, the proposal shall describe and include the following

Technical and Management Plans:

- Describe the Proposer's experience in developing, administering, maintaining, updating, and hosting website intercept surveys for large organizations whose websites attract at least 50,000 visitors daily;
- Describe in detail the Proposer's methodology, from beginning to end, of developing, administering and hosting website surveys and the advantages of your methodology;
- Describe the Proposer's overall organizational structure and how it will be employed to manage the work performed under the contract resulting from this RFP and include resumes and/or background information and experience of key management and operational staff who will provide the services outlined hereunder;
- Include three to five references from large clients for which the Proposer is administering and hosting (or has administered and hosted) a website intercept survey. References shall include relevant contact information: name, phone number, email address. The references' websites shall attract at least 50,000 visitors daily;
- Describe the Proposer's process to test the operability and appearance of the website survey, before implementation;
- Affirm that the Program is ADA Section 508 Compliant. Should compliance with those standards be infeasible or impractical, the Proposer shall identify and describe the problem and propose a solution;
- Describe the Proposer's security practices to protect Port Authority data and to ensure uninterrupted up-time; and
- Describe the Proposer's system authentication and access control features, including but not limited to your disaster recovery plan and processes. Include any relevant certifications such as (SAS 70 Level 2, etc).

Cost:

The Proposer shall submit a completed copy of Attachment D, the Cost Proposal. The Cost Proposal shall demonstrate the degree and extent to which the Proposal is cost effective to the Port Authority. The Cost Proposal shall also include any assumptions about the Proposer's costs.

17. ACKNOWLEDGMENT OF ADDENDA

If any Addenda are sent as part of this RFP, the Proposer shall complete, sign and include with its Proposal the addenda form(s). In the event any Proposer fails to conform to these instructions, its proposal will nevertheless be construed as though the Addenda had been acknowledged.

18. STANDARD CONTRACT TERMS AND CONDITIONS

The Port Authority has attached to this RFP, as **Attachment B**, General Contract Provisions. The Proposer is expected to agree with these General Contract Provisions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate letter included with its response to this RFP. The Proposer will be precluded from raising any exceptions not set forth in such a letter unless they are justified by changes in the scope of work or other requirements that are agreed to by the Proposer and the Port Authority.

The Port Authority's General Contract Provisions (Attachment B) and the Proposer's Standard Contract Terms and Conditions, as negotiated between the Authority and the selected Proposer, shall together govern the Contract.

19. CONDITIONS FOR THE SUBMISSION OF A PROPOSAL

In addition to all other requirements of this RFP, the Proposer agrees to the following conditions for the submission of its proposal.

a) Changes to this RFP

At any time, in its sole discretion, the Port Authority may, by written addenda, modify, correct, amend, cancel and/or reissue this RFP. If an addendum is issued prior to the date proposals are due, it will be provided to all parties to whom RFPs were provided. If an addendum is issued after proposals have been received, the addendum will be provided only to those whose proposals remain under consideration at such time.

b) Proposal Preparation Costs

The Port Authority shall not be liable for any costs incurred by the Proposer in the preparation, submittal, presentation, or revision of its proposal, or in any other aspect of the Proposer's pre-contract activity. No Proposer is entitled to any compensation except under an agreement for performance of services signed by an authorized representative of the Port Authority and the Proposer.

c) Disclosure of Proposal Contents / Use of Ideas and Materials

Proposal information is not generally considered confidential or proprietary. All information contained in the proposal is subject to the "Agreement on Terms of Discussion" attached hereto as Attachment A.

d) Ownership of Submitted Materials

All materials submitted in response to or in connection with this RFP shall become the property of the Port Authority. Selection or rejection of a Proposal shall not affect this right.

e) Subcontractors

If a Proposer intends to use subcontractor(s) the Proposer must identify in its proposal the names of the subcontractor(s) and the portions of the work the subcontractor(s) will perform.

f) Conflict of Interest

If the Proposer or any employee, agent or subcontractor of the Proposer may have a possible conflict of interest, or may give the appearance of a possible conflict of interest, the Proposer shall include in its proposal a statement indicating the nature of the conflict. The Port Authority reserves the right to disqualify the Proposer if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Port Authority's determination regarding any questions of conflict of interest shall be final.

g) Authorized Signature

Proposals must be signed by an authorized corporate officer (e.g. President or Vice President), General Partner, or such other individual authorized to bind the Proposer to the provisions of its proposal and this RFP.

h) References

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

i) Evaluation Procedures and Negotiation

Only Proposers which meet the prerequisites, if any, may have their proposals evaluated based on the evaluation criteria set forth in this RFP. The Port Authority may use such procedures that it deems appropriate to evaluate such proposals. The Port Authority may elect to initiate contract negotiations with one or more Proposers including negotiation of costs/price(s) and any other term or condition, including modifying any requirement of this RFP. The option of whether or not to initiate contract negotiations rests solely with the Port Authority.

j) Taxes and Costs

Purchases of services and tangible personal property by the Port Authority in the States of New York and New Jersey are generally exempt from state and local sales and compensating use taxes, and from most federal excises (Taxes). Therefore, the Port Authority's purchase of the contractor's services under this contract is exempt from Taxes. Accordingly, the contractor must not include Taxes in the price charged to the Port Authority for the contractor's services under this contract.

k) Most Advantageous Proposal/No Obligation to Award

The Port Authority reserves the right to award the Contract to other than the Proposer proposing the lowest price. The Contract will be awarded to the Proposer whose proposal the Port Authority believes, in its sole discretion, will be the most advantageous to the Port Authority. Neither the release of this RFP nor the acceptance of any response thereto shall compel the Port Authority to accept any proposal. The Port Authority shall not be obligated in any manner whatsoever to any Proposer until a proposal is accepted by the Port Authority in the manner provided in the Section of this RFP entitled "Proposal Acceptance or Rejection."

l) Multiple Contract Awards

The Port Authority reserves the right to award multiple Contracts for the products, work and/or services that are the subject matter of this RFP and Proposers are hereby given notice that they may not be the Port Authority's only contractor for such products, work and/or services.

m) Right to Extend Contract

If this is a proposal for a contract for a term of years, including specified options for renewal, the Port Authority reserves the additional right to extend the contract term for an additional 120 days, upon the same terms and conditions of the original Contract negotiated between the Port Authority and the successful Proposer.

n) Rights of the Port Authority

The Port Authority reserves all its rights at law and equity with respect to this RFP including but not limited to the unqualified right, at any time and in its sole discretion, to change or modify this RFP, to reject any and all proposals, to waive defects or irregularities in proposals received, to seek clarification of proposals, to request additional information, to request any or all Proposers to make a presentation, to undertake discussions and modifications with one or more Proposers, or to negotiate an agreement with any Proposer or third person who, at any time, subsequent to the deadline for submissions to this RFP, may express an interest in the subject matter hereof, to terminate further participation in the proposal process by a Proposer or to proceed with any proposal or modified proposal, which in its judgment will, under all circumstances, best serve the Port Authority's interest. The Port Authority may, but shall not be obliged to, consider incomplete proposals or to request or accept additional material or information. The holding of any discussions with any Proposer shall not constitute acceptance of a proposal, and a proposal may be accepted with or without discussions.

No Proposer shall have any rights against the Port Authority arising from the contents of this RFP, the receipt of proposals, or the incorporation in or rejection of information contained in any proposal or in any other document. The Port Authority makes no representations, warranties, or guarantees that the information contained herein, or in any addenda hereto, is accurate, complete, or timely or that such information accurately represents the conditions that would be encountered during the performance of the contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly,

nothing contained herein and no representation, statement or promise, of the Port Authority, its directors, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Proposer required by this RFP or Contract and the Proposer agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

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

o) No Personal Liability

Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a proposal or other response hereto or otherwise.

ATTACHMENT A – Agreement On Terms Of Discussion

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification, 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 Authority's Freedom of Information Resolution adopted by the Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at

http://www.panynj.gov/AboutthePortAuthority/ContactInformation/foi_policy.html, 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 substantial injury to the competitive position of the enterprise, and which information is identified by the Proposer as proprietary, 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)

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DO NOT RETYPE.

ATTACHMENT B – GENERAL CONTRACT PROVISIONS

1. Definitions

For purposes of these Terms and Conditions, the term “Contractor” shall mean the vendor selected by the Authority to perform the work of this Contract. The term “Authority or Port Authority” shall mean the Port Authority of New York and New Jersey” and the term “Director” shall mean the Port Authority’s Chief Technology Officer or her duly authorized representative.

2. Termination

The Authority may at any time for cause terminate this Agreement or any portion of the Agreement as to any services not yet rendered, and may terminate this Agreement or any portion thereof without cause upon thirty (30) days notice to the Contractor. Contractor shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address herein after set forth. Should this Agreement be terminated by either party as above provided, Contractor shall receive no compensation for any services not yet performed, but if termination is without fault on its part, the Authority shall pay the Contractor as the full compensation to which it shall be entitled in connection with this Agreement for the services satisfactorily performed through the date of termination the unit prices for the work actually completed and, for work partially completed, an amount which the Director determines represents the portion of the unit price equivalent to the work satisfactorily performed, less any payments previously advanced. No allowance shall be made for anticipated profits. If the Authority terminates this contract for its own convenience the Authority shall also compensate the Contractor in the amount of its non-cancelable obligations.

3. Indemnification

The Contractor shall indemnify and hold harmless the Authority, its Commissioners, officers, representatives and employees, from and against all claims and demands, just or unjust, of third persons arising out of or alleged to arise out of or in connection with the Contractor’s acts or omissions, and those of its officers, employees, agents and subcontractors, in the performance or non-performance of its services under this Contract, and for all expenses incurred by the Authority in the defense, settlement or satisfaction thereof. If so directed, the Contractor shall at its own expense defend any suit based upon any such claim or demand, even if such suit, claim or demand is groundless, false or fraudulent, and in handling such shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provision of any statutes respecting suits against the Port Authority.

4. Integrity

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

By bidding on this Contract, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that the Proposer and each parent and/or affiliate of the Proposer has not:

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

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

By bidding on this Contract each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that

- the prices in its bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- the prices quoted in its bid have not been and will not be knowingly disclosed directly or indirectly by the Proposer prior to the official opening of such bid to any other Proposer or to any competitor;
- no attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;
- this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Proposer's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code; and
- no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business has been employed or retained by the Proposer to solicit or secure this Contract on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency.

The Proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Contract.

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

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

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

In any case where the Proposer cannot make the foregoing certifications, the Proposer shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If the Proposer is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its bid, setting forth in such statement the reasons for its uncertainty.

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

charged with, among other things, auditing the actions of the Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

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

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

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

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

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

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

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

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

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

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

6. Definitions

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

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

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

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

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

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

If the solicitation is a Request for Proposal:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean submitting a Proposal.

In a Contract resulting from the taking of bids:

Bid - shall mean bid;

Bidder - shall mean Bidder;

Bidding - shall mean executing this Contract.

In a Contract resulting from the taking of Proposals:

Bid - shall mean Proposal;

Bidder - shall mean Proposer;

Bidding - shall mean executing this Contract.

7. Conflict Of Interest

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

8. Non-Liability of Authority Representatives

Neither the Commissioners of the Authority, nor any officer, agent, or employee thereof shall be charged personally by the Contractor with any liability or held liable under any term or provision of this Contract, or because of its execution or attempted execution, or because of any breach hereof.

9. Modification of Contract

No change in or modification, termination or discharge of this Contract, in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative.

10. Payment

On or prior to the fifth (5th) day of each calendar month during the term of this Contract including the calendar month immediately following the expiration or termination of this Contract, the Contractor shall submit monthly invoices for the services completed in the prior month accompanied by a complete itemization thereof and such records and other information that the Director shall require. The Contractor's invoices for payment shall bear the Contractor's Federal Identification Number. The Contractor shall submit all invoices to the following:

The Port Authority of New York & New Jersey
Media Relations Department
225 Park Avenue South
New York, NY 10010
Attn: Matthew Baratz

The Port Authority shall, following receipt of the Contractor's invoice and upon certification to the Port Authority by the Director (after receipt from the Contractor of such additional information as the Director may require) that the invoice is correct, pay to the Contractor by check such amounts that are due within 30 days after certification of the Contractor's invoice by the Director.

11. Extra Work

Except as specifically hereinafter provided in this numbered clause, the Contractor shall immediately make such changes in or additions to the products and services provided hereunder and supply such additional service as the Authority may direct ("Extra Work"). If such changes or additions are without fault on his part, or on the part of others performing on behalf of the Contractor whether or not in privity of contract with the Contractor, and if solely as a result thereof, the Contractor incurs additional costs in the performance of his obligations hereunder, the Contractor may request compensation for such changes or additions in addition to the compensation provided for elsewhere herein. Agreement by the Port Authority, if such is forthcoming, shall be in writing. The execution of the aforementioned written agreement shall be a condition precedent to payment of any additional compensation for changes or additions. Accordingly, if the Authority directs the Contractor to make any change in or addition to products or services which entitle him to compensation in addition to that provided for elsewhere herein, he shall not proceed with such changes or additions prior to execution of the aforementioned written agreement except as set forth in paragraph 14.

If, as a result of any changes in or additions to the products or services the Authority directs the Contractor to make, the costs of performance of his obligations hereunder are decreased, the parties shall agree to make such adjustments by way of reduction in the compensation provided for elsewhere herein as they may deem equitable and reasonable and, in making such adjustments, no allowance shall be made for anticipated profits.

The Director shall have the authority to order Extra Work up to an amount equal to six percent (6%) of the Total Cost of the Contract unless the Contractor is advised of a greater authorization in a letter signed by the Authority's Director of Procurement. Nothing herein shall be construed as a presentation that any changes or additions shall be ordered.

12. Compensation for Extra Work

The Director and the Contractor may agree, in writing, on lump sum, unit price or other compensation for Extra Work. In the event that no such agreement is reached, compensation shall be increased by the sum of the following amounts and such amounts only:

- a. the actual net cost in money of the labor (including premiums for workers' compensation insurance, taxes, vacation allowances and union dues and assessments required to be paid by the employer on the basis of such labor costs) and material required for such extra work;
- b. ten percent (10%) of the amount under (a) above;
- c. in addition to the foregoing, if the extra work is performed by a subcontractor, five percent (5%) of the amounts under (a) and (b) above. No Extra Work shall be performed by a subcontractor without the prior written approval of the Director.

13. Extra Work Procedures

Whenever any Extra Work is performed by the Contractor on a basis other than on a lump sum or unit price basis, the Contractor shall, as a condition precedent to payment for such work, furnish to the Director or his authorized representative at the end of each day daily time slips showing (a) the name and employee number of each person employed thereon, and the number of hours in each day during which they performed Extra Work; and (b) a brief description of the nature of the work performed and a list of material and equipment used. Item (b) shall be supplemented by the Contractor at a later date with a statement indicating from whom materials were purchased and the amount paid therefor. Such daily time slips are for the purpose of enabling the Director or his authorized representatives to determine the accuracy of the amounts claimed by the Contractor.

14. Performance of Extra Work

The provisions of the Contract relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

15. Authority Access to Records

The Authority and its duly authorized representatives shall have access during normal business hours to all records and documents of the Contractor relating to any amounts for which the Contractor has been compensated, or claims he should be compensated, by the Authority apart from those included in the unit price compensation set forth in the Price Sheet. All Contractor records shall be kept in the New York Port District or shall be available in digital form either on CD or over the Internet. If the records are made available in digital form, the Contractor shall certify such records as complete and accurate replicas of the originals. The Contractor shall obtain for The Authority similar access to similar records and documents of subcontractors. Such access shall be given or obtained both before and within a period of one year after Final Payment to the Contractor, provided, however, that if within the aforesaid one year period The Authority has notified the Contractor in writing of a pending claim by The Authority under or in connection with this Contract to which any of the aforesaid records and documents of the Contractor or of his subcontractors relate either directly or indirectly, then the period of such right of access shall be

extended to the expiration of six years from the date of Final Payment with respect to the records and documents involved.

The Contractor shall provide, at no cost to the Authority, access for and reasonable assistance to such auditors that may, from time to time, be designated to audit detailed records which support Contractor charges to the Authority.

No provision in this Contract giving The Authority a right of access to records and documents is intended to impair or affect any right of access to records and documents which The Authority would have in the absence of such provision.

In the event that records are not maintained in the Port District and are not available in digital form as set forth above and it becomes necessary to examine such records in the location at which they are maintained, such records shall be made available to the Authority or its representatives upon reasonable notice to the Contractor and at the Contractor's cost.

ATTACHMENT C – SCOPE OF WORK

1. Summary:

The Contractor shall develop, implement, and analyze website intercept surveys for www.panynj.gov, the Port Authority's re-launched public website, shortly after it goes live in the third quarter of 2009, and shall conduct follow-up surveys in 2010 and 2011.

The website intercept survey will assess the usability of the Port Authority's new public website, especially its effectiveness in serving the needs of the Port Authority's bridge, tunnel, terminal, airport, PATH, port and World Trade Center customers, its business partners, the media, and the general public. The survey's purpose is to reevaluate the public website's ease of use, reliability, and effectiveness and compare it to the results of an earlier survey conducted in 2007.

The Contractor shall develop at least 15 questions for each survey, subject to approval by the Port Authority.

2. Survey topics:

Each survey will cover the following topics and might include the following sample questions:

- a) How did you get to the site?
- b) What were you looking for?
- c) Site familiarity and usage patterns
 - o Is this your first visit to the site?
 - o If not, how often have you visited www.panynj.gov?
- d) Response to site design and functionality
 - o Were the words and design of the various elements of the re-launched site clear and helpful?
 - o Could you find the general areas of the information you needed?
- e) Customer Experience
 - o Was it possible to locate the specific information you needed?
 - o Was the experience such that you would rely on the site for meeting your needs in the future?
- f) Customer Demographics
 - o Where do you reside? (street address not required)
 - o How old are you?
 - o How familiar are you with the web?

3. Hosting

The Contractor shall host each website intercept survey and work with the Port Authority and its contractors to develop links to them on the Port Authority's main landing pages (anticipated twelve to eighteen landing pages to include in the surveys). The Contractor shall use industry best practices to ensure that:

- a) The surveys and their results are confidential and secure;
- b) The surveys contain a representative sample of all visitors to the website during at least a two-week time period; and

- c) The surveys are easy to use and survey abandonment rates are kept to industry standards.

4. Collection of data

The Contractor shall perform its surveys in accordance with www.panynj.gov terms of use and privacy statements (a sample may be found at <http://www.paalerts.com/alertprivacy.aspx>). The Contractor shall collect at least 500 complete responses for each survey and thereafter document and substantiate the statistical significance of the survey results.

5. Analysis of data

The Contractor shall analyze results of each survey to describe, in terms of demography and geography, the customers that use the different elements of the re-launched www.panynj.gov site. Among the usability issues for definition:

- a) The needs and expectations that prompted users visiting the re-launched site;
- b) Whether visitors were able to achieve their objectives and requirements; and
- c) Whether their experience with the re-launched site was positive enough to bring them back to satisfy future needs.

The analyses will evaluate the usability of the re-launched site in terms of whether the updates and changes were successful, and will identify the need for ongoing improvements.

6. Additional usability analyses

If required (in writing) by the Port Authority, the Contractor shall provide an additional 40 hours of services to perform additional usability analyses.

7. Deliverables

The Contractor shall provide draft and final project plans schedules for the 2009, 2010, and 2011 surveys. In addition, for each year of the three-year Contract (2009 through 2011), the Contractor shall provide:

- a) The proposed survey questions;
- b) A draft online survey available via key entry pages on Port Authority website;
- c) A report of interim results after the first week of the survey; and
- d) Draft and Final Reports including:
 - Survey background and methodology;
 - Results of the usability analysis;
 - Short and long term action items; and
 - Key metrics and indices.

The Contractor shall also provide the results of any additional analyses, as required by Section 6, above.

8. Schedule:

The 2009 survey effort must be completed within 4 months of notice to proceed from the Port Authority Contract Manager, per the following schedule:

Milestone	Days Required for Completion
Draft Project Plan and Questions to the Authority	Three Days from Notice to Proceed by the Authority
Draft Online Survey to the Authority	Two weeks from Authority approval of the Survey questions
Survey go-live	Four weeks from Authority approval of the Online Survey
Completion of the Survey	Four weeks from the go-live date of the Online Survey
Complete analysis of Survey results to the Authority	Within five weeks of the go-live date of the Online Survey.

It is anticipated that the milestone schedules for the 2010 and 2011 surveys shall be the same as that for the 2009 Survey. However, the Authority reserves the right to negotiate the milestone schedules for each year of the Contract. The negotiated milestone schedules shall supersede the milestone schedule noted above.

ATTACHMENT D – COST PROPOSAL

Entry of Prices

- a) The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) below.
- b) Prices must be submitted for each Item required on the Pricing Sheet(s).
- c) All Proposers are asked to ensure that all figures are inserted as required, and that all computations made have been verified for accuracy. The Proposer is advised that the Port Authority may verify only that Proposal or those Proposals that it deems appropriate and may not check each and every proposal submitted for computational errors. In the event that errors in computation are made by the Proposer, the Port Authority reserves the right to correct any error and to recompute the Total Estimated Contract Price, as required, based upon the applicable Unit Price inserted by the Proposer, which amount shall govern in all cases.
- d) The Total Cost of the Contract is solely for the purpose of facilitating comparisons of Proposals. Compensation shall be in accordance with the section of this Contract entitled "Payment."
- e) Proposers shall indicate the estimated hours for each task specified in the Price Sheet in the column to the right of the "Price."

PRICE SHEET

I. Year One, 2009 Survey:

	<u>Price</u>	<u>Est. hrs</u>
(A) Draft Online Survey:	\$ _____	_____
(B) Hosting of Survey	\$ _____	_____
(C) Analysis of Survey results & associated reporting	\$ _____	_____
(D) TOTAL FOR YEAR ONE	\$ _____	_____

II. Year Two, 2010 Survey:

(E) Draft Online Survey:	\$ _____	_____
(F) Hosting of Survey	\$ _____	_____
(G) Analysis of Survey results & associated reporting	\$ _____	_____
(H) TOTAL FOR YEAR TWO	\$ _____	_____

III. Year Three, 2011 Survey:

(I) Draft Online Survey:	\$ _____	_____
(J) Hosting of Survey	\$ _____	_____
(K) Analysis of Survey results & associated reporting	\$ _____	_____
(L) TOTAL FOR YEAR THREE	\$ _____	_____

IV. Optional Additional Usability Analyses \$ _____ 40 hrs

V. TOTAL COST OF THE CONTRACT

Sections I.D + II.H + III.L + IV = \$ _____

V. ASSUMPTIONS:

Provide assumptions or notes to clarify or explain the cost structure submitted. Use additional sheets/pages if necessary:

Contractor's Assumptions/Notes/Clarifications