

TERMS OF USE

These Terms of Use, along with the [Privacy Statement](#) constitute your contract with the Port Authority with respect to your use of the Professional Service Firm Questionnaire Web Site (which includes all information accessible through the uniform resource locator <https://psfq.panynj.gov/pls/apexapexapps/f?p=146:3> (other than any information accessible through hyperlinks to other Web sites) and is hereinafter referred to as the “Site”). Your use of the Site constitutes your express acknowledgment of and agreement to the terms, disclaimers and conditions of use contained herein as the same may be hereafter supplemented, modified and amended from time to time.

1. The Port Authority of New York and New Jersey

The Port Authority of New York and New Jersey (“Port Authority”) is 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. The Port Authority’s mission is to identify and meet the critical transportation infrastructure needs of the bi-state region’s businesses, residents, and visitors, provide the highest quality, most efficient transportation and port commerce facilities and services that move people and goods within the region, provide access to the rest of the nation and to the world, and strengthen the economic competitiveness of the New York-New Jersey metropolitan region.

2. The Professional Service Firm Questionnaire

The Port Authority has created the Professional Service Firm Questionnaire (“PSFQ”) to assist in the identification of firms most qualified for the performance of architectural, engineering and related technical services as the need arises.

Port Authority agreements for the performance of professional, technical, advisory and related services are generally awarded as a result of a competitive process(es). Firms that have completed a PSFQ are thereby demonstrating their intent to participate in such process(es) as the need arises. The Port Authority has no obligation to award a contract(s) to any firms solely because they have completed the PSFQ.

PSFQ preparation costs are not reimbursable by the Port Authority, and the Port Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Port Authority.

No rights accrue to any firms except under a duly authorized agreement for performance of the specified services.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject any and all PSFQ submissions, to undertake discussions and modifications with one or more firms and to proceed with that PSFQ or modified PSFQ, if any, which in its judgment will, under all the circumstances, best serve the public interest.

The Port Authority is the sole owner of information collected on this Site, which is administered, operated and maintained by the Port Authority, or by its contractors. Access to certain

information on this Site will require user registration at www.paprocure.com and approval by the Port Authority.

3. Disclaimer

Although the Port Authority has attempted to provide accurate information on this Site, the Port Authority assumes no responsibility for the accuracy of any information contained herein. A substantial portion of the information displayed on this Site may have been provided by third parties, without independent verification by the Port Authority, and all information provided on this Site is subject to update and change. Please note that this is a beta version of the PSFQ website, which is still undergoing final testing before its official release. The Site and all content found on it are provided on an “as is” and “as available” basis. The Port Authority makes no warranties, whether express or implied, as to the suitability or usability of the Site or any of its content. Any downloading or uploading of material to the Site is done at the user’s own risk and the user will be solely responsible for any damage to any computer system, of the user, or loss of data of the user that results from such activities.

While efforts are made to provide information that is timely and accurate, no representations are made that any or all of such information, whether derived from the Port Authority or third parties, is without errors or omissions that may be considered material. Accordingly, the Port Authority assumes no responsibility in connection with or arising out of your use of this Site including, without limitation: a) any failure for any reason in Site operation or accessibility; b) the accuracy, timeliness, completeness, reliability or availability of any information provided or intended to be provided on this Site; and c) any loss or damages incurred by you from your use or attempted use of this Site.

Neither the Port Authority nor its subsidiaries, nor the Commissioners, Directors, officers, employees, agents, or representatives of the Port Authority or its subsidiaries, nor the Port Authority’s contractors, shall be liable to you or others for loss or damages of any kind, including, without limitation, any direct damages or any special, incidental or indirect damages or any consequential damages (including lost profits or savings), arising out of your access, or inability to access, this Site, or your use of or reliance upon this Site or its content.

Communications with the Port Authority or its subsidiaries through this Site shall not be considered to constitute legal notice when such notice is required by law, rule, or regulation, nor, except as otherwise explicitly provided in the [Privacy Statement](#) for this Site, shall such communications be considered to be confidential for any purpose.

ALL DATA THAT IS AVAILABLE TO YOU THROUGH THIS SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Trademarks, Logos and Service Marks

The trademarks, logos and service marks (“Marks”) displayed on this Site are the property of the Port Authority or other third parties. You are not permitted to use these Marks without the prior written consent of the Port Authority or such third-party owners.

ALL CONTENTS OF THE SITE ARE PROTECTED BY COPYRIGHT. EXCEPT AS SPECIFICALLY MAY BE PERMITTED HEREIN, NO PORTION OF THE

INFORMATION PROVIDED ON THIS SITE MAY BE REPRODUCED IN ANY FORM, OR BY ANY MEANS, WITHOUT EXPRESS PRIOR WRITTEN PERMISSION FROM THE PORT AUTHORITY. YOU ARE NOT PERMITTED TO MODIFY, DISTRIBUTE, PUBLISH, TRANSMIT OR CREATE DERIVATIVE WORKS OF ANY MATERIAL FOUND ON THIS SITE ON A FOR PROFIT BASIS.

5. Hyperlinks to Third-Party Websites

This Site may include hyperlinks to other Web sites that may be helpful or useful to you. These hyperlinks are offered only for your convenience, and the fact that such hyperlinks are offered does not indicate the Port Authority's adoption or endorsement of the content of any hyperlinked third-party Web sites. Once you have exited this Site through a hyperlink, you will be governed by the terms of use and privacy protections of the Web site to which you have been hyperlinked. Therefore, it is your sole responsibility to evaluate such third-party Web sites to determine whether they are suited to your needs, including, among other things, whether the content is reliable, whether your privacy will be protected and whether the level of security provided is adequate for your particular use.

6. Cessation, Revocation and Modification

The Port Authority may at any time, with or without cause or notice, in whole or in part, a) temporarily or permanently cease its operation of this Site, b) revoke or modify your access to this Site and c) supplement and/or amend these Terms of Use or the [Privacy Statement](#).

7. Choice of Law and Forum

These Terms of Use and the [Privacy Statement](#) shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and/or applicable Federal law. You hereby expressly agree that exclusive jurisdiction for any claim, action or proceeding arising out of these Terms of Use, the [Privacy Statement](#) or your use of this Site shall vest only in the state and/or Federal courts located in the County of New York, State of New York, and you further agree to submit to the exercise of personal jurisdiction by such courts in order to litigate any such claims, actions or proceedings. You hereby acknowledge that any such claims, actions or proceedings brought by you against the Port Authority will be subject to the laws of the States of New York and New Jersey governing suits against the Port Authority.

8. Severability and Integration

These Terms of Use and the [Privacy Statement](#) constitute the entire agreement between you and the Port Authority with respect to your use of this Site. If any part of this agreement is determined to be unenforceable or invalid for any reason, such portion shall be interpreted in a manner that is consistent with applicable law and the intent of the parties, and the remaining portions shall remain in full force and effect.