

9/11 MEMORIAL & MUSEUM

REQUEST FOR PROPOSALS

Exhibit Interactive Applications Re-Implementation Project RFP for Phase 1: Backend Systems Update

The National September 11 Memorial and Museum at the World Trade Center, a 501 (c)(3) New York State charity, invites firms to submit proposals for Phase 1 of the Exhibit Interactive Applications Re-Implementation Project. This Phase 1 focuses on updating the backend systems used by the Museum's Interactive Applications while maintaining all existing functionality of the applications.

National September 11 Memorial and Museum at the World Trade Center

Hon. Michael R. Bloomberg, Chairman
Elizabeth L. Hillman, President and CEO

March 11, 2025

RESPONSES DUE: 4/30/2025 5:00 pm ET

Submission to **Radha Nagaraja** itrfp@911memorial.org

Subject line: **Exhibit Interactive Applications Re-Implementation Project**

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The National September 11 Memorial and Museum at the World Trade Center (“the Museum”) is seeking proposed solutions for the Exhibit Interactive Applications Re-implementation Project through this Request for Proposals (RFP). At this time, we are only seeking proposals for Phase 1 of the project. For firms that might be interested in Phase 2 of the project, we are also requesting submission of a Letter of Interest (LOI) to be included into the mailing list when we issue the RFP for Phase 2. The attachments to the RFP will be provided to the vendor following the Museum’s receipt of a signed non-disclosure agreement from your firm.

1. ORGANIZATIONAL BACKGROUND

The Museum is the not-for-profit organization dedicated programming and operating the 9/11 Memorial & Museum. Chaired by former New York City Mayor Michael R. Bloomberg, the organization’s Board of Trustees includes a diverse cross section of leaders from across industries, including the finance, construction, cultural, and marketing fields, as well as 9/11 victims’ family members.

The 9/11 Memorial & Museum is one of the most visited destinations in the United States with 24 million visitors to the Museum since its opening in May 2014. The 9/11 Memorial has welcomed 84 million visitors since its opening in September 2011. The 9/11 Memorial and Museum will ensure that future generations never forget the 2,977 people who died on September 11, 2001, at the World Trade Center, at the Pentagon, and near Shanksville, Pennsylvania, as well as the six people who died in the bombing at the World Trade Center on February 26, 1993.

Dedicated to the victims of the terrorist attacks of September 11, 2001, and February 26, 1993, the Museum presents and preserves evidence of these events as it honors the victims and survivors, and explores the universal implications of the events of September 11 and recognizes the outpouring of emotional, material, and financial support provided by businesses, government agencies, nonprofit organizations, and individuals in response to the attacks.

2. DESCRIPTION

This RFP focuses on Phase 1 of a two-phase project. Phase 1 encompasses updating the backend system's codebase to accommodate recent operating systems and software libraries while maintaining all existing functionality and behaviors. Phase 2, to be bid separately at a future date, will address frontend modernization which will include accessibility compliance.

The Museum currently maintains three interactive exhibitions applications as part of its core exhibitions: the Memorial Exhibition interactive, the Signing Steel Kiosks and Projected Map, and the Last Column interactive. These applications are managed by a backend content management system (CMS), which is implemented using Python Flask and talks to the frontends that are implemented using Adobe Air. Since the backend was implemented around 10 years ago and relies on older software libraries/versions (e.g., Python 2), it requires technical updates for maintainability. However, we want to retain the current APIs so that the frontend does not need to be modified. These interactives invite visitors to access additional layers of content and also leave their mark at the Museum. The Memorial Exhibition interactive provides more insight into the lives of the victims through digitized photographs, personal items, and recorded remembrances from family members, friends, and survivors. The Signing Steel Kiosks and Projected Map offer visitors a place to leave messages of hope and feelings around their experience at the Museum. The Last Column interactive highlights ephemera left by first responders and rescue and recovery workers in the aftermath. These applications, an integral part of the Museum experience, were developed more than a decade ago using now-outdated technologies.

The proposed solution must ensure the sustainability and longevity of these three interactive exhibits while retaining compatibility with currently employed hardware, existing functionality, user experience, and to the greatest extent possible, visual and interaction design elements.

The organization is committed to making the exhibition accessible to all visitors.

Memorial Exhibition

Eight touchscreen monitors set into three physical tables show the same names and portrait photographs exhibited on the walls of the memorial exhibition gallery, known as *In Memoriam*. Visitors can search by name, residence, company affiliation, union, emergency response unit, or flight number, or touch the image of any victim on the table to unlock additional information. Selecting one individual brings up that person's birth and death dates

and additional photographs of that person, as well as other materials like images of donated collection objects, associated oral remembrances from family members or close friends, digitized memorial programs, letters of condolence or tribute, eulogies, obituaries, or programs from memorial foundations established to honor the values and aspirations of those lost.

An Inner Chamber provides a more intimate space for remembrance at the heart of the *In Memoriam* exhibition by presenting individual stories provided by family members. Visitors can request that a profile play in the Inner Chamber via the touchscreen tables, allowing for collective witness and commemoration. Photographs, images of donated artifacts, and oral testimonies are regularly added to the touchscreen tables as the Museum's collection grows.

Biographical information, remembrances, and rich documentary media (images, audio, and video) are served to the tables from the backend CMS, which in turn harvests selected content from the Museum's internal collection management system, *CollectiveAccess*.

The Last Column

The Last Column is covered in photographs, messages, and other ephemera from the recovery period and has become a symbol of strength and perseverance after the 9/11 attacks. First responders, relatives, and friends of victims affixed photographs, memorial cards, notes, flowers, and other mementos, and members of the building trades attached union stickers and wrote messages.

To interpret the 36-foot-tall column, the diversity of inscriptions and ephemera placed on the column, and to learn about the people commemorated on the Column, two identical touchscreens on the north and south sides of the Last Column provide a high-resolution view of all four sides of the column. Visitors of all ages can use the interactive to explore content independently, and docents stationed in the vicinity of the Last Column use the touchscreens to provide additional interpretive content for this artifact. Visitors can rotate the digital column to view sides they are not currently facing and select a specific marking or tribute item ("hotspots") to learn more about it. Visitors can also watch a video of recovery workers signing the column and the ceremony in which the Last Column was removed from the World Trade Center site, symbolizing the end of the recovery efforts in May 2002. Currently, the interactive includes approximately 80 "hotspots" with descriptive and image content, and staff continue to add more each year.

The interactive provides meaningful access to markings and tribute materials affixed to the column that are too far away, or too small, to readily see from the gallery floor. Drawing on historical sources about the Last Column, including news articles, oral histories, and constituent relationships cultivated by staff, research is ongoing.

Images of all four sides of the column and Museum-created image annotations are managed in the backend CMS by Museum staff.

The Signing Steel Kiosks and Projected Map

A Museum visit culminates in the opportunity to leave a handwritten message in digital form at the Signing Steel interactive. Next to a recovered piece of World Trade Center steel, a set of four interactive kiosks invite visitors to digitally sign their names and to leave messages in tribute and remembrance. Messages and signatures are overlaid onto a global map comprised of thousands of signatures; the map is projected onto the adjacent surface by the slurry wall, an archaeological remnant of the original World Trade Center.

Digital messages come from distinct stakeholder groups, including family members of those killed, first responders, 9/11 survivors, New Yorkers, those who were farther away on 9/11 but still feel deeply connected to the attacks, and a growing portion of visitors who were too young to remember or not even born before 9/11. Approximately 10% of visitors to the Museum leave messages, and close to 40% of signatures are from visitors who identify as being from countries outside the United States.

The user experience begins with a world map, on which visitors are asked to select their home location. They are then asked for their email address (optional) and given the opportunity to write or draw messages on the screen using a stylus or their fingers. Submitted messages are projected shortly after on the wall near the kiosks, placed at the visitor's home location on the world map and animated using the visitor's drawing gestures. In between the display of visitor messages, a curated set of messages (managed in the backend CMS by Museum staff) are displayed in a loop. Together, these comments connect visitors, suggesting that what holds the world together is all of us and the promises we make for a better future.

Messages submitted by visitors through the Signing Steel Kiosks and Projected Map are captured as vector drawings and archived in the backend CMS along with the visitor's location and email address for future use and inclusion in the Museum archive. Museum staff can select sets of messages for public display, and moderate or remove any inappropriate posts.

The Backend CMS

All three frontend applications are managed by a single backend content management system (CMS).

All content for Signing Steel (Kiosks and Projected Map) and Last Column interactive are managed in the backend CMS. Biographical and memorial content displayed by the Memorial Exhibition Tables is ingested into the CMS from the Museum's collections management system, *CollectiveAccess*, using a purpose-built JSON-based API. Management of the ordering of victim profiles and the queuing of profiles for display is provided solely by the CMS. It is also possible to modify content from *CollectiveAccess* with exhibition-specific changes in the CMS.

Data in the existing CMS must be migrated to the newly proposed content management solution. The existing CMS is a Python Flask application that utilizes MongoDB as its primary data store.

Detailed descriptions of the existing user interface and hardware used in the existing implementation of the three interactive applications are available upon request. See [Bid Submission Requirements](#) to request.

3. SCOPE OF SERVICES

Respondents to this RFP will propose solutions to update the backend content management system ("backend CMS") of the following three (3) interactive applications using modern technology standards: the Memorial Exhibition Tables and Inner Chamber Program, the Last Column interactive, and the Signing Steel Kiosks and Projected Map ("frontend applications"). The proposed solutions must include data migration and crosswalks of all existing data in the backend CMS and should maintain all current features and functionality as described below:

- The respondents are required to propose a solution for the backend CMS that interfaces with the frontend applications. Proposed solutions must also account for the Memorial Exhibition Tables, which interfaces with the Museum's collections management system, *CollectiveAccess*.
- All existing data in the current CMS must be migrated to the newly proposed content management solution.
- This backend CMS must:

- Be accessible using a web browser-based user interface.
- Integrate with the Museum's *CollectiveAccess* collections management system via an existing JSON-based web API to retrieve victim biographical content and media assets.
- Provide user interfaces for management of content for all frontend applications, including administrative attributes such as order and visibility. User interfaces must be efficient and suitable for use by non-technical Museum staff.
- Archive visitor-generated content from applications (e.g., Signing Steel drawings).
- Provide an efficient interface for managing assets and points of interest for the Last Column front-end application.
- Ingest all data exported from the current backend CMS.
- Provide search and filter functions in all relevant fields (including geolocation search, date filter, name/content search) for content in the CMS.
- Provide background processes to validate, clean up, and maintain the integrity of the stored content.
- Provide services to return media content to the frontend applications as required.
- Retain all search and browse functionality present in the current implementation.

Other Functionality and Deliverables

The proposed solution must provision for the following:

- A documented back-up, system and application restoration (including configurations) and data restoration procedures to support continuity and disaster recovery. Back-up procedures must include an automated verification process that can be run at defined intervals by Museum IT staff. Back-ups must be stored off-site, transmitted securely and readily accessible to Museum IT staff.

- Training for content administrators and the Museum IT team covering topics including, but not limited to:
 - Use of the backend CMS for content administrators
 - Maintenance and update of application components and infrastructure
 - Troubleshooting hardware and software issues
 - Backup and restore (disaster recovery) processes
 - Start up and shutdown processes
 - Server monitoring

General Information on Frontends of Applications

While the current RFP only targets the backend of the applications, general information on the frontends (as currently existing or planned additional features as part of Phase 2) is summarized below to assist potential vendors in understanding the functionalities of the applications. All three applications provide general and administrative functionalities such as:

- Monitoring of application status includes data synchronization activity between applications and the backend CMS and frontend; and backend CMS uptime monitoring.
- Process for discrete and tamper resistant reset of frontend applications at point of service.
- Support for user interface and presented content in multiple languages.
- All frontend user interface text must be user-editable via the backend CMS or other means accessible to non-technical Museum staff.
- Avoidance of arbitrary limits on number and size of displayable assets, points of interest or other content items, to the greatest extent practical.
- Semi-random placement of recurring user interface elements (e.g. a “view video” button on a welcome screen) to avoid excessive wear on screens.
- When applicable, maintain compatibility with current hardware and network layout. To the extent possible, retain the existing visual look and feel and user experience of the current applications.

Memorial Exhibition Tables and the Inner Chamber Program:

The Memorial Exhibition Tables consist of eight large touchscreen tables that enable visitors to learn more about the 2,983 victims and their lives. The tables are situated within the *In Memoriam* gallery, which honors those who died as a result of the 2001 and 1993 attacks with walls displaying individual photographs of each victim. Biographical information, remembrances, and rich documentary media (including images, audio, and video) are served to the tables from the backend CMS. Through an automated process selected audio/visual material from the Museum’s internal collection management system, *CollectiveAccess*, is merged with content managed in the backend CMS for presentation in the exhibition.

Profiles of victims may be selected for projection in the Inner Chamber by visitors using the tables; in addition, profiles are periodically projected for victims on their birthdays. Two projectors are employed within the Inner Chamber. While the inner chamber profile is playing, the victim’s name is also projected on two walls outside the chamber.

This application provides features such as:

- Mirror the order of photographs on the gallery wall of the exhibition space as displayed on the Tables.
- Allow for display of individual profiles with transition effects similar to those of the current implementation.
- Have the ability to display text, image, audio, and video with relevant touch controls.
- Provide visual prompts to users to use audio wand when audio content is available.
- Provide an on-screen keyboard search for victims by name, place of birth, place of residence, employer, first responder unit, or flight, as well as birthdate and other relevant terms.
- Be accessible to all visitors | comply with Americans with Disabilities Act (“ADA”) and WCAG 2.2
- Allow visitors to select profiles for display in the Inner Chamber.
- Allow profiles and names to be programmed for ordered projections mirroring current programming specifications. Currently, the backend CMS will schedule a tribute to a victim on his/her birthday three times on that date—at 10 AM, 12 PM and 3 PM. The victims are listed to play in alphabetical last name order. At all other times the backend CMS should schedule visitor selected profiles for playback.

The Last Column interactive

The Last Column interactive is an application that lets visitors digitally navigate the 36-foot-high steel column that is the centerpiece of the Museum's Foundation Hall on two identical touchscreens.

This application provides features such as:

- Allow visual exploration of all four sides of the column.
- Display Museum-created annotations for points of interest on the column. Museum-created annotations are managed in the backend CMS.
- Provide a focused display of details for each point of interest.
- Play a short video presentation about the site and the Column during the recovery efforts after the attacks.

Signing Steel Kiosks and Projected Map:

Located in Foundation Hall, the largest space in the Museum, the Signing Steel interactive encourages visitors to draw messages with their fingers or styli about their experiences within the Museum on a touch surface (table). Their drawings, messages, or signatures are then projected in rotation over a world map on the wall surface.

This application provides features such as:

- Render a world map for users to select their home. The world map is generated by overlaying existing signatures onto the map.
- Display drawings entered by users at the corresponding locations on the world map.
- Provide an on-screen keyboard to allow search for location.
- Save hand drawing and writing as vectorized paths in the backend CMS for ongoing display and future inclusion in the Museum's archive.
- Provide backend search of drawings by date and visitor home location.
- Provide backend export of visitor email addresses in CSV format.
- Provide backend export of visitor drawings (in SVG or other vector format) with related date, home location and email data.
- Project drawings onto the wall in rotation. The message will be displayed at the author's home location on the projected world map.
- Provide backend functionality to define and manage curated sets of drawings

- Allow for previews of curated sets of drawings, including length and number of messages displayed.
- Allow curated sets of drawings to be projected at a definable period of frequency.
- Provide controls to quickly remove problematic messages.
- Provision for potential use of multitouch display for improved user drawing experience (the current implementation uses a standard touchscreen).

Detailed description of the design and function of the exhibition applications is available upon request.

4. BID SUBMISSION REQUIREMENTS

Non-Disclosure Agreement:

The technical appendices to this RFP include sensitive information. All prospective bidders are required to enter into a non-disclosure agreement (NDA) with the Museum prior to receipt of the appendices and submission of proposal. Contact itrfp@911memorial.org to obtain the NDA.

Submission of Proposals:

Respondents must submit proposals electronically.

Submit one (1) COMPLETE proposal electronically by the due date provided on the Cover Page. Proposals should be emailed as one (1) PDF file, including all attachments and appendices. All times stated are in Eastern Standard Time (EST). Any proposal or modification received after the time and date stated on the Cover Page shall be rejected.

Proposals should be sent to: itrfp@911memorial.org

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below:

A. Executive Summary

- B. Contact Information
- C. A profile of their firm outlining its history, philosophy, qualification, target market, and relevant work samples.
- D. A description of understanding of the Museum's project objectives/outcomes and vision, and how these will be achieved.
- E. Technical approach for:
 - a. Backend updates. The technologies have been built with Python Flask framework. Although Museum is open to recommendations from vendors, it wishes to keep the current technology stack.
 - b. Maintaining frontend compatibility by retaining the same APIs as the current backend so that the existing frontends continue working without changes
 - c. Data migration
 - d. Testing and validation
- F. A proposed work schedule for development, testing and deployment, including intermediate milestones.
- G. Budget and the description of listed estimated fees and costs as well as maintenance and other fees if applicable to the system(s) for Phase 1 (backend only)
- H. Optional: Letter of Interest for Phase 2
 - a. Maximum two pages
 - b. Outline front-end development experience
 - c. Provide prior interactive exhibit work examples
 - d. Highlight any relevant accessibility-focused frontend modernization projects.
- I. Any additional information regarding services or components recommended not specifically called out above, or in the Scope of Services. Optionally, outline any unique characteristics that may enhance sustainability, reliability or other aspects of the proposal solution.

While this RFP solicits proposals only for Phase 1 (backend system update), complete technical documentation for both frontend and backend systems is provided in the attachments after the NDA agreement. This comprehensive documentation is provided to:

- Provide full context of system integration between frontend and backend components
- Enable accurate assessment of existing functionality that must be maintained
- Help vendors understand data flows and API requirements
- Support proper evaluation of future Phase 2 participation

- Ensure successful backend updates maintain all existing frontend compatibility

Vendors should note that despite receiving complete system documentation, proposals for this RFP should address only the Phase 1 scope: updating the backend system's operating system and libraries while maintaining exact functional equivalence. Please provide a breakdown to indicate the total cost for development, data migration, and deployment of the backend applications.

5. CRITERIA FOR SELECTION

The 9/11 Memorial will make the final selection of the Contractor based on statements that are the most advantageous to the 9/11 Memorial. The overall criteria for evaluation are:

- Proposed Technical Approach
- Background and Experience
- References
- Key Personnel
- Subcontracting
- Additional Services
- Fee

The 9/11 Memorial reserves the right to interview finalists. After evaluation, a recommendation may be forwarded to the 9/11 Memorial's Board of Trustees, or a designated committee thereof, which may accept or reject such recommendation.

6. PROPOSED TIMELINE

Phase 1 (Backend Systems Update):

- Questions from potential vendors should be sent in by March 31, 2025.
- We will make our best effort to reply to questions within 1 week of receipt.
- Submissions due on: April 30, 2025
- In-person/remote meetings: May onwards
- Firm Selection: June/July 2025
- Project Kick off: July/August 2025

Phase 2 (Accessibility-Focused Frontend Update):

- Timeline to be determined
- Firms with demonstrated front-end expertise from Letters of Interest will be contacted when Phase 2 bidding opens.

All proposers will receive email notifications on selection/non-selection.

7. MISCELLANEOUS CONDITIONS

Obligation Only on Formal Contract

The issuance of this RFP, the submission of a response by any firm, and the acceptance of such response by the 9/11 Memorial does not obligate the Museum in any manner.

Responses to this RFP will be prepared at the sole cost and expense of the proposing firms. Materials submitted in response to this RFP will not be returned to respondents and may be used by the Museum as may be in its best interest. By submitting your written proposal you represent and warrant that your submitted proposal does not contain information that will violate the rights of any third party.

If the firm does not desire for proprietary information in the proposal to be disclosed, the firm must identify all such proprietary information in the proposal. Identification shall be submitted concurrently with the response. Failure to do so indicates that those sections are non-proprietary and may be made available by the Museum to third parties, upon request, after evaluation and selection.

Museum's Reservation of Rights

The Museum may (i) amend, modify, or withdraw this RFP, (ii) revise requirements of this RFP, (iii) require supplemental statements or information from any firm, (iv) accept or reject any or all responses hereto, (v) extend the deadline for submission of proposals hereto, (vi) negotiate or hold discussions with any respondent and waive defects and allow corrections of deficient proposals that do not completely conform to the instructions contained herein, and (vii) cancel this RFP, in whole or in part, if the Museum deems it in its best interest to do so. The Museum may exercise the foregoing rights at any time without notice and without liability to any responding firm or any other party for its expenses incurred in the preparation of the responses hereto or otherwise.

Insurance

Successful bidder must comply with the insurance requirements set forth in Attachment B.

Confidentiality Agreement

All firms who have received the RFP are required to abide by the provisions of the Confidentiality Agreement signed by the firm.

Nondiscrimination Principles

The Museum complies with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status.

The Museum is committed to an organizational culture that supports and reinforces our institutional values including our commitment to equity. We are committed to reflecting the unique experiences of the nearly 3,000 victims who were killed indiscriminately in the 1993 and 2001 terror attacks and the wide range of communities impacted at the Pentagon, near Shanksville, PA and in lower Manhattan. People of various ages, cultures, religious affiliations, ethnicities, races, nationalities, gender, and sexual identities were impacted by the attacks.

8. LIST OF ATTACHMENTS

- Attachment A: Non-Disclosure Agreement
- Attachment B: Insurance Requirements
- Attachment C: Visual Documentation for Interactive Exhibits
- Attachment D: Technology and Services Used in Current Implementation
- Attachment E: Security Requirements for Development

Attachment A
STANDARD CONFIDENTIALITY CONDITIONS

STANDARD CONFIDENTIALITY CONDITIONS (the "**Standard Confidentiality Conditions**"), dated as of **INSERT DATE** ("Effective Date") between the National September 11 Memorial and Museum at the World Trade Center, having an address at 200 Liberty Street, 16th Floor, New York, NY 10281 (the "**9/11 Memorial and Museum**"), and **INSERT VENDOR NAME** (the "**Recipient**").

WHEREAS, in light of the circumstances and security concerns involved in the operations of the 9/11 Memorial and Museum, there is a need for special care in the dissemination of sensitive information and the preservation of security and confidentiality with regard to such information.

NOW THEREFORE, the 9/11 Memorial and Museum and the Recipient hereby agree as follows:

1. The Recipient understands that (a) the 9/11 Memorial and Museum will (in its discretion) disclose or authorize the disclosure of certain confidential and privileged documents, materials and other information to the Recipient (the "**Disclosed Information**"), and (b) the Recipient may prepare certain confidential and/or privileged documents, materials and other information based upon, incorporating or derived from (in whole or in part) the Disclosed Information (collectively, the "**Work Product**"). The Disclosed Information, together with the Work Product, shall be hereinafter referred to as the "**Confidential Information**"). Notwithstanding the foregoing, the Confidential Information shall not include information provided to the Recipient by the 9/11 Memorial and Museum that (a) at the time of receipt of such information, shall have already been in the possession of the Recipient, provided that such information shall not have been known by the Recipient to be subject to another confidentiality agreement, (b) becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by the Recipient or its affiliates, or (c) becomes available to the Recipient on a non-confidential basis from a source other than the 9/11 Memorial and Museum or its agents or affiliates, provided that such source is not known by the Recipient to be bound by a confidentiality agreement with respect to such information.
2. In consideration of the disclosure of Confidential Information by the 9/11 Memorial and Museum, the Recipient hereby agrees: (i) to hold the Confidential Information in strict confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Recipient employs with respect to its own confidential materials), (ii) not to issue, disclose, send, distribute, disseminate, make available, publish, provide copies or otherwise reveal the Confidential Information to any other third party except to its subsidiaries, officers, directors, professional advisers, agents, reinsurers and direct employees with a specific "need to know" or other persons or entities with the specific prior written authorization of the 9/11 Memorial and Museum, and who have executed a confidentiality agreement in substantially the same form as these Standard Confidentiality Conditions, and (iii) issue, make or authorize any disclosure, press statement, press release, correspondence or otherwise participate in any publicity by any other means in connection with the

Confidential Information without the prior written consent of the 9/11 Memorial and Museum.

3. Immediately upon written request by the 9/11 Memorial and Museum at any time, the Recipient will return to the 9/11 Memorial and Museum all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, except that where such Confidential Information is in a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate. Notwithstanding the foregoing, Recipient is entitled to retain one (1) copy of any Confidential Information provided in order to comply with its document retention procedures and internal and external audit requirements, which Recipient will continue to treat as Confidential Information pursuant to the terms of this Agreement.
4. The Recipient understands that nothing herein (i) requires the disclosure of any Confidential Information or (ii) requires the 9/11 Memorial and Museum to proceed with any transaction or relationship.
5. The Recipient acknowledges that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that money damages may be an inadequate remedy for any breach or threatened breach of this Agreement. Therefore, the Parties hereby agree that the 9/11 Memorial and Museum may be entitled to seek injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
6. If the Recipient receives 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, the Recipient will, unless prohibited by law from doing so, immediately notify the 9/11 Memorial and Museum thereof in order to permit the 9/11 Memorial and Museum to seek to quash the subpoena, to seek a protective order, or to take such action regarding the request as it deems appropriate at its sole cost and expense, and the Recipient will reasonably cooperate in the 9/11 Memorial and Museum's efforts in this regard so as to assure that confidential treatment will be afforded to the Confidential Information. In the absence of the protective order, disclosure will be made by the Recipient of only that part of the Confidential Information that Recipient's counsel determines is required to be disclosed, after advising and consulting with the 9/11 Memorial and Museum as to such disclosure and the nature and wording of such disclosure. The Recipient will use reasonable efforts to obtain confidential treatment, therefore. The Recipient agrees that, if, at any time, it discovers that the Confidential Information has been inappropriately disclosed, it will as soon as practically possible report the fact of and the circumstances regarding such disclosure to the 9/11 Memorial and Museum.
7. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without

the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

- 8. This Agreement shall be governed by the laws of the State of New York (the "**Territory**"), without giving effect to the principles of conflict of laws, and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

- 9. The obligations of confidentiality contained herein shall extend for the period of two (2) years from the Effective Date.

IN WITNESS WHEREOF, the undersigned have caused these Standard Confidentiality Conditions to be duly executed as of the date first written above.

INSERT VENDOR NAME

NATIONAL SEPTEMBER 11 MEMORIAL
AND MUSEUM AT THE WORLD TRADE
CENTER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment B

Insurance Requirements

A. Prior to commencement of any of the Work Contractor and any Subcontractor shall purchase and maintain the following insurances as will protect it and Owner from the claims set forth below which may arise out of or as a result of Contractor's operations under the Contract whether such operation be by Contractor itself, or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable

1. Worker's Compensation/Employer's Liability/Disability

(a) Claims under Workers' Compensation and other similar employee benefit acts which are applicable to the work to be performed.

(b) Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees under any applicable employer's liability law in an amount not less than that required by New York State law.

(c) Claims under Disability Benefits and other state or federal required benefits which are applicable to the work to be performed.

2. Commercial Automobile Liability

(d) Claims for damages because of bodily injury or death of any person or property damage arising out of ownership, maintenance or use of any motor vehicle in an amount not less than \$1,000,000.00 Combined Single Limit.

(e) Above to include Employer's owned, non-owned and leased, rented or hired vehicles.

3. Commercial General Liability Insurance

(f) A combined single limit for bodily injury (including death) including property damage liability insurance, including loss of use therefrom, in an amount not less than \$1,000,000.00 combined single limit each occurrence, \$2,000,000 aggregate.

(g) Above shall be written on an occurrence basis (as distinguished from a "claims made" basis and without so-called "sunset" clauses or similar claims reporting restrictions) and shall include, but not be limited to, operations-premises liability, independent contractor's liability, products liability including completed operations coverage, blanket contractual coverage, broad form contractual liability (designating the indemnity provisions of this agreement), "X", "C" and "U" Hazards, broad form property damage, personal injury (Employee Exclusion

deleted), incidental medical malpractice and host liquor liability. The foregoing policies shall be primary and non-contributory to any policies held by the Owner. Owner must be advised, in writing, of any exclusions to the Commercial General Liability Insurance.

(h) Above to be endorsed to reflect that coverage afforded to Owner or any other entity as

Additional Insured shall be primary with respect to such Additional Insureds, and that any policies held by any such Additional Insured, if any, shall be deemed excess. Owner shall be provided with a copy of such endorsement.

4. Umbrella/Excess Liability.

Following form coverage with a combined single limit not less than \$5,000,000.00 each occurrence and in the aggregate in excess of the above noted Worker's Compensation, Commercial Automobile Liability and Commercial General Liability Insurance.

B. The foregoing policies shall name the National September 11 Memorial & Museum at the World Trade Center, Lower Manhattan Development Corp., and the Port Authority of New York and New Jersey, and Empire State Development Corp., as Additional Insureds. Duplicate originals of the commercial general liability and umbrella policies will be given to Owner upon request.

C. Upon execution of Contract, Certificates of Insurance, evidencing the coverage required hereunder and showing such coverages to be in force, shall be filed with the Owner.