

Request for Qualifications (RFQ) No. 48332

**For Design-Build Services Relating to the
Newark Liberty International Airport
Terminal A Redevelopment Project**

Release Date:
December 23, 2016

SOQ Submission Closing Time:
2:00 p.m. local time on Thursday, February 2, 2017

Request for Qualifications for Design-Build Services

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About The Port Authority of New York & New Jersey

The Port Authority of New York & New Jersey is a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. In the Compact, the two States recited their confident belief that a better coordination of the terminal, transportation and other facilities of commerce in the Port of New York would result in greater economies benefiting the nation as well as the States and that the future development of such facilities would require the cordial cooperation of the States in the encouragement of the investment of capital and in the formulation and execution of necessary plans. The two States also recited that such result could best be accomplished through the cooperation of the two States by and through a joint or common agency, and to that end, after pledging, each to the other, faithful cooperation in the future planning and development of the Port of New York Authority, the name of which was changed, effective July 1, 1972, to "The Port Authority of New York & New Jersey."

The Port Authority's facilities include two tunnels and four bridges between the States of New York and New Jersey, the Hudson Tubes facility ("PATH"), a bus terminal, the Trans-Hudson ferry service, five airports, the World Trade Center, the Newark Legal and Communications Center, six marine terminals, two waterfront development facilities, the Oak Point Rail Freight Link, four industrial development facilities, a resource recovery facility and certain regional development facilities.

1. INTRODUCTION

1.1. The Opportunity

The Port Authority of New York & New Jersey is soliciting Statements of Qualifications (SOQs) from interested and qualified firms to enter into a contract with the Port Authority to perform design, construction, and other identified services relating to the Terminal A Project (the “**Design-Build Contract**”). The Terminal A Project is a component project of the Newark Liberty International Airport - Terminal A Redevelopment Program. In March 2016, the Port Authority’s Board of Commissioners authorized the Redevelopment Program, with a currently estimated total program cost of \$2.3 billion. The currently estimated value of the Design-Build Contract is \$1B to \$1.05B. The Redevelopment Program is also included in the Port Authority’s 2014-2023 Capital Plan.

1.2. Purpose of this RFQ

The purposes of this RFQ are to:

- (a) invite prospective Respondents to submit their Statement of Qualifications;
- (b) provide details and information concerning the Project to prospective Respondents; and
- (c) set out:
 - i. the submission requirements for a Statement of Qualifications;
 - ii. the RFQ Evaluation Criteria; and
 - iii. the terms and conditions that apply to the Procurement Process.

1.3. Terms and Conditions for the Procurement Process

The terms and conditions set forth in Appendix B of this RFQ apply to the Procurement Process.

2. PROJECT INFORMATION

2.1. Project Overview

The Project consists of the design and construction of a new, approximately one-million-square-foot, LEED Silver, flexible, 33-gate common-use terminal building and ramp that will accommodate the 13.6 MAP forecast for 2027. The Project will also include the N60 frontage road bridge, as well as a weather-protected, climate-controlled, above-grade pedestrian bridge, with moving walkways for passenger convenience linking the terminal and the Parking Garage, while also providing a current and future link to AirTrain Newark.

2.2. Project Objectives

The Port Authority intends to enter into a contract with the Design-Builder in order to achieve the Project's Objectives, and expects the Design-Builder to bring the necessary resources and expertise to meet these objectives, which include, but are not limited to the following:

(a) Project Objectives

- (i) Create an enduring and contemporary design that: (1) is innovative and efficient; (2) embodies the spirit, resiliency, and dynamism of New Jersey; (3) can be easily modified as needs, tastes, standards and technologies change; (4) will meet current and future air traffic demand with an appropriate level of service; and (5) will enhance the flexibility and efficiency of aircraft operations;
- (ii) Maximize the useful life of the New Terminal, while minimizing the total cost of ownership;
- (iii) Enable world-class operations that provides passengers with a 21st century experience in customer experience, amenities and retail offerings, and enables the New Terminal to rank at the top of passenger satisfaction surveys;
- (iv) Improve the overall flow of passengers through the New Terminal from as early as their point of arrival at the New Terminal, including integration of contemporary processing functions, space efficiency, and overall customer experience within the New Terminal;
- (v) Integrate retail, dining and commercial development in the New Terminal to maximize the New Terminal's non-airline revenue; and
- (vi) Minimize disruptions to airlines and airline operations during transition and implementation.

(b) Project Delivery Requirements

Furthermore, the following requirements have been set in respect of Project delivery:

- (i) Arrive at an optimal allocation of risks and benefits between the Design-Builder and the Port Authority;
- (ii) A competitive design selection process that leads to a high quality New Terminal design and optimized operational, maintenance, repair, capital, and replacement costs consistent with meeting all other Project Objectives;
- (iii) Expedited project design and construction scheduling that will allow for a partial opening of the New Terminal and ramp in 2020, and final completion of the Project by 2022;

- (iv) Coordinated design development, with the Design-Builder eliciting Port Authority input in a manner that preserves the Design-Builder's sole responsibility for the achievement of Project performance objectives while meeting the Port Authority's objectives associated with cost, quality, aesthetics, major stakeholders' needs, and long term operability of the New Terminal;
- (v) Coordination of construction activities with other contractors working in the vicinity of the Project, with the ongoing operations at the Existing Terminal and the Airport, and concurrently with future scheduled projects at the Airport; and
- (vi) Involvement of quality assurance and safety personnel in all aspects of the Project development.

2.3. Estimated Program Cost and Design-Build Contract Value

As noted, the Project is included in the Port Authority's 2014-2023 Capital Plan, and in March 2016, the Port Authority's Board of Commissioners authorized the Redevelopment Program, with an estimated total program cost of \$2.3 billion. The Port Authority's current estimate for the value of the Design-Build Contract is between \$1.0B and \$1.05B.

The Port Authority will be responsible for, and has the capability of, providing all funds necessary to make payments to the Design-Builder under the Design-Build Agreement. Consequently, no private sector funding will be considered by the Port Authority for this Project.

2.4. Project Environmental Status

In 2011, the FAA concurred that an Environmental Assessment (EA) is the appropriate level of National Environmental Policy Act analysis for the Redevelopment Program. The EA has been submitted based on the Indicative Design and it is anticipated that Findings of No Significant Impact (FONSI) will be issued prior to the execution of the Design-Build Contract.

2.5. Preliminary Site Investigations

We expect to provide Shortlisted Respondents with certain geotechnical information in the draft RFP. These documents may include, but are not limited to the following:

- (a) Geotechnical and Hydrogeological Investigations
- (b) Environmental and Archeological Investigations

We have undertaken a number of utility investigations within the Project boundary to identify services, including:

- (c) Fiber optics and telecommunications cables;
- (d) High and low pressure gas mains;
- (e) Water, sewer mains and drainage; and
- (f) Underground and overhead electric cables.

We expect to provide Shortlisted Respondents with Information relative to these utility investigations in the draft RFP, including but not limited to a 3-D model in AutoCAD Civil.

2.6. Project Stakeholders

There are a number of important stakeholders for the Project. These stakeholders include, but are not limited to:

- The City of Newark
- The City of Elizabeth
- Utility Companies—owners of utilities whose assets may be impacted by the Project
- Community stakeholder groups
- All airlines at Terminal A
- Airport car rental companies
- Transportation Security Administration (TSA)
- Federal Aviation Administration (FAA)
- Federal Express (FedEx)
- United Parcel Services (UPS)
- EWR AirTrain operator

The Design-Builder's roles, responsibilities and interaction with Project Stakeholders will be established in the Design-Build Contract.

3. PROJECT SCOPE

3.1. The Design-Builder's Responsibilities

The Design-Builder's scope of work for the Project will be set forth in detail under the Design-Build Contract. Generally, the Design-Builder will be responsible for furnishing all labor, material, plants, equipment, services and support facilities for the following summary list of responsibilities, in addition to any other items that we will detail fully in the Design-Build Contract:

- (a) Design and construction of the Project Works;
- (b) Support of project-related public information activities;
- (c) Coordination with Project Stakeholders;
- (d) Design quality control;
- (e) Construction quality control;
- (f) Environmental mitigation and compliance plan monitoring, securing certain permits and approvals necessary for the work;
- (g) Additional utility, environmental and geotechnical investigations, permitting, monitoring and investigation associated with the Design-Builder's actions including but not limited to staging areas, haul roads, and other activities necessary for construction;
- (h) Work zone traffic control and access to properties (both temporary and permanent);
- (i) Project safety and security;
- (j) Harmful and hazardous materials remediation;
- (k) Site clearance; and
- (l) Building abatement and demolition.

3.2. The Project Works

The Project Works generally consist of the following:

- (a) Designing and constructing a new 33-gate common use terminal;
- (b) Designing and constructing high temperature hot water connection from the New Terminal to the EWR Central Heating and Refrigeration Plant (CHRP);
- (c) Relocating passenger airline operations from the Existing Terminal to the New Terminal;
- (d) Designing and constructing the New Terminal ramp;
- (e) Constructing a reconfigured stormwater collection system;
- (f) Designing and constructing a fully enclosed pedestrian walkway/bridge between the new parking garage and the New Terminal;
- (g) Designing and constructing Bridge N60 frontage roadways to service the New Terminal that interface with bridges and roads being constructed by others;
- (h) Site clearance, including installation of Project site-boundary fencing to separate Project work site from Air Operations Areas (AOA) and provide site security as necessary, and installation of a permanent AOA security fencing;
- (i) Constructing an underground hydrant fueling system;

- (j) Constructing a chilled water/high temperature hot water wall; and
- (k) Abating and demolishing multiple buildings, structures, pavement, and utilities in the existing Project site to allow for construction of the New Terminal.

3.3. Out-of-Scope Works (Port Authority's Responsibility)

We will undertake or manage a number of activities associated with the Project. These activities and projects generally include the following:

- (a) Bridges (N57, 58, 59, 61, 62, 63, 64)
- (b) Abatement and demolition of Building 331
- (c) Widening of Hotel road
- (d) Airfield works beyond the Tail of Stand (TOS) road
- (e) Parking Complex with integrated toll revenue systems

The RFP and Design-Build Contract will further outline the Out-of-Scope Works.

3.4. Abatement and Environmental Remediation

The Design-Build Contract will require the Design-Builder to perform any abatement and remediation of harmful or hazardous environmental materials required on the Project. Consequently, the Design-Builder will be required to have the capabilities of performing such work within its team.

4. COMMERCIAL FRAMEWORK

4.1. The Design-Build Contract

The document governing the relationship between the Port Authority and the Design-Builder will be the Design-Build Contract, which will set out the rights and obligations of the parties for the performance of the design-build services, and delivery of the Project Works. The Design-Builder will be paid based on a lump sum fixed price, other than as specifically set forth in the Design-Build Contract (e.g., change orders and allowances).

4.2. Bonding and Performance Security

Respondents are on notice that each Shortlisted Respondent will be required to provide a proposal bond in accordance with the terms of the RFP. The amount of such bond will be as specified in the RFP.

Respondents are on further notice that as a condition to award of the Design-Build Contract, the Design-Builder will be required to provide performance and payment bonds as specified in the RFP, in forms and penal sums acceptable to the Port Authority. The Port Authority currently anticipates that the penal sums of such performance and payment bonds will each be in the amount of the Design-Build Contract's lump sum fixed price.

Respondents are on further notice that as a condition to award of the Design-Build Contract, the Port Authority may require the Design-Builder to provide additional security in the form of parent company guarantees from the Lead Members. The form and requirements for any such guarantees will be as set forth in the RFP.

4.3. Insurance

The Design-Builder will be required to obtain certain insurance coverage as specified in the RFP.

4.4. MBE/WBE Participation Goals

It is Port Authority policy to encourage minority business enterprises (MBE) and women-owned business enterprises (WBE) to participate in all facets of the business activities of the Port Authority consistent with applicable laws and regulations. Through our Office of Business Diversity and Civil Rights, we conduct our own certification process rather than accepting the certification of any other jurisdiction. We anticipate that MBE/WBE participation goals will be included in the Project Documents. That said, Respondents should be mindful that the Port Authority's current organizational MBE/WBE participation goals are 12% (MBE) and 5% (WBE). Any MBE/WBE participation goals included in the RFP would be no less than these current participation percentage goals.

5. THE PROCUREMENT PROCESS

5.1. Procurement Phases

The Procurement Process will include two phases: (i) this RFQ Phase, from which we will determine a shortlist of Respondents; and (ii) the RFP Phase, whereby we will select a Design-Builder from the shortlisted Respondents who submit compliant Proposals. We intend to award the Design-Build Contract to the Respondent who provides a proposal that offers the Port Authority the best value, in terms of price and technical factors, as set forth more specifically in the RFP.

5.2. RFQ Phase

Our issuance of this RFQ is the first stage of the Procurement Process, and commences the RFQ Phase. The objective of this RFQ is to allow us to shortlist Respondents that we will then invite to submit Proposals during the RFP Phase. We will determine our shortlist based on an evaluation of the SOQs submitted against the Evaluation Criteria set forth in this RFQ.

5.3. Shortlisting

We will establish a shortlist of no more than four of the most-highly qualified Respondents in order to ensure adequate competition. We will notify each Respondent in writing (early notification may occur by email or telephone) whether or not they have been selected for the Shortlist. We expect to notify Respondents no later than the First Quarter 2017.

5.4. MBE/WBE Forum

Shortly following our announcement of the Shortlisted Respondents, we will convene a MBE/WBE industry forum. Shortlisted Respondents must attend the MBE/WBE forum. The MBE/WBE forum will allow Shortlisted Respondents the opportunity to meet and network with Port Authority-certified MBE/WBEs who have an interest in participating in the Project.

We will hold the MBE/WBE forum at a to-be-determined time and location. We will provide further details regarding the time and agenda for the event via addendum.

5.5. RFP Phase

The second stage of the Procurement Process will be the RFP Phase. This phase will commence when we release the RFP to Shortlisted Respondents. We anticipate issuing the initial RFP as a draft. The RFP will contain the technical and commercial requirements for the Project Works, and specific instructions as to the nature of the technical proposals that we require be submitted, including required technical specifications and performance standards. We anticipate that the RFP will provide an opportunity to the Shortlisted Respondents to make and propose design and construction innovations, and otherwise provide alternative technical concepts (ATCs) for our consideration.

We intend to conduct collaborative dialogue meetings (CDMs) during the RFP Phase. Following the conclusion of the last round of CDMs, we will issue a final RFP to the Shortlisted Respondents. Shortlisted Respondents will then be required to submit complete Proposals in accordance with the RFP requirements.

The Shortlisted Respondent submitting the Proposal that offers us the best value, as defined in the RFP, will be deemed the "Preferred Proposer." If necessary, we will conduct clarification meetings with the Preferred Proposer to address any outstanding issues arising from its Proposal and, after successfully completing such meetings and obtaining requisite approvals, will execute the Design-Build Contract with the Preferred Proposer.

5.6. RFP Evaluation Criteria

We will evaluate Proposals received in response to the RFP using the RFP Evaluation Criteria and selection methodology that will be included in the RFP. We expect the RFP Evaluation Criteria and selection methodology, however, to include and assess, at a minimum, the following factors:

- Degree to which the Proposal meets the Project Objectives;
- Qualifications of the Respondent's Team, as defined in the RFP;
- Overall technical merit;
- Project schedule;
- Design-Builder's Price; and
- Other evaluation criteria as we may determine and specify in the RFP.

After we conclude our evaluation of the Proposals, we will perform an assessment of the price and the technical factors and select the Shortlisted Respondent that has offered the most advantageous (best value) Proposal. We will describe the evaluation process in more detail in the RFP.

5.7. Indicative Design

Our concept architect PGAL developed an indicative design of the proposed new terminal (the "**Indicative Design**"). We will provide the Indicative Design to the Shortlisted Respondents during the RFP Phase. As will be specified more fully in the RFP, Shortlisted Respondents will have the opportunity to use some or all of the Indicative Design as a basis for their proposed design concepts.

5.8. Stipend for Unsuccessful Shortlisted Respondents

We may pay a stipend to unsuccessful Shortlisted Respondents, which stipend will be conditioned on the understanding that the unsuccessful Shortlisted Respondent:

- (a) has submitted a bona fide conforming Proposal in accordance with the RFP, which has not been withdrawn; and
- (b) agrees to transfer the intellectual property rights contained in its Proposal to the Port Authority.

The Preferred Proposer will not be eligible for a stipend. We will provide a further description of the stipend (including the amount of the stipend) and conditions for payment in the RFP.

5.9. The Port Authority Representative

The Port Authority has designated the following individual to serve as the Port Authority Representative for the duration of the Procurement Process:

Name: Timothy J. Pullen, J.D., Assoc. DBIA
Title: Manager, Alternative Project Delivery
Address: Procurement Department
4 World Trade Center, 21st Floor
150 Greenwich Street
New York, NY 10007
Phone: (212)-435-4652
Email: tpullen@panynj.gov

The process and protocol for submitting questions and otherwise communicating with the Port Authority during the Procurement Process is set forth in Appendix B.

5.10. Project Advisors

We have retained a team of advisors under exclusivity arrangements to assist us in the delivery of the Procurement Process and subsequent Project. As such, these advisors are not eligible to assist or participate on any Respondent’s Team. Moreover, these advisors are not available to provide any services or information to any Respondent, or any prospective Respondents, without our prior written approval.

Our current Project Advisors are:

- (a) Arcadis (Program Management)
- (b) AECOM (Program Management)
- (c) Pierce, Goodwin, Alexander & Linville (PGAL) (Indicative Design architect)
- (d) Capital Project Strategies, LLC (Design-Build Advisor)

Subcontractors and subconsultants to these entities who provided services for the Project may submit a request to the Port Authority under Section 13.3 of Appendix B to determine whether they are restricted from participating on any Respondent’s Team.

5.11. Procurement Schedule

The schedule below details the anticipated timing for the Procurement Process. This schedule is indicative, and we reserve the right to change the timetable at any time.

Event	Target Date
RFQ Phase	December 2016 – February 2017
Issue RFQ (6-week response period)	December 23, 2016
Deadline for RFQ questions	January 25, 2017
Issue date for any final Addendum to the RFQ or answers to firm’s questions	January 27, 2017
Closing Time for SOQ submissions	February 2, 2017
Announcement of Shortlisted Respondents	March 2017
MBE/WBE Industry Forum	March-April 2017
RFP Phase	March 2017 – December 2017
Issue draft RFP (24-week response period)	April 2017
Issue final RFP	October 2017
Closing Time for Proposal submissions	November 2017
Selection of Preferred Proposer	December 2017
Design-Build Contract Authorization	February 2018
Notice to proceed	February 2018

5.12. Respondent's Team

The Respondent may be comprised of one or more Lead Members and may arrange for the Lead Contractor or the Lead Designer to perform key services related to the Project. The Lead Members may include the Lead Contractor or the Lead Designer. No more than two (2) Lead Contractors are allowed on any Respondent's Team; and no more than one Lead Designer is allowed on any Respondent's Team. For purposes of responding to this RFQ, a Respondent may identify up to three (3) Named Contractors as part of Respondent's Team.

6. EVALUATION PROCESS FOR SOQS

6.1. Evaluation Objectives

The objective of the RFQ Phase of the procurement is to create a shortlist of the most highly qualified Respondents who possess the capability (technical, financial, management), capacity and experience necessary to successfully undertake and complete the Project Works. To accomplish this objective, we have identified the following evaluation objectives to help guide us when evaluating SOQs, and make our shortlist determination.

These evaluation objectives include identifying Respondents who:

- (a) Are or will be legally constituted to submit a Proposal and enter into the Design-Build Contract, complete the Project Works; and who possess or will possess all required professional licenses;
- (b) Can manage all aspects of the Design-Build Contract in a satisfactory, timely, and effective manner, who can successfully integrate the various parts of its organization, and coordinate with the Port Authority's Project team in a cooperative and functional manner;
- (c) Possess demonstrated experience and expertise, and a record of producing satisfactory work on Transportation Projects of similar size, complexity, challenges and functionality as this Project;
- (d) Have a record of meeting MBE/WBE participation requirements;
- (e) Demonstrate a knowledge and understanding of the specific management, technical and maintenance issues and risks associated with the Project; and
- (f) Demonstrate an understanding of how the design-build process and the Respondent's organization will contribute to the success of the Project and meet the Project Objectives, and how its understanding of the sharing of risks, benefits and responsibilities associated with design-build contracts will ensure success for the Project.

6.2. Review and Evaluation of the SOQ

The information submitted in accordance with Appendix C will be evaluated in accordance with the pass/fail factors listed in Section 6.3(A) and the Technical Evaluation Criteria provided in Section 6.3(B).

As a threshold matter, all SOQs submitted by Respondents, according to the requirements provided in Appendix C, will be reviewed by the Port Authority Representative to ensure that all required information (all elements required in Appendix C) are included. Any SOQ that does not include all of the required elements completed in full may be disqualified from consideration. The Port Authority Representative will provide to the evaluation committee for their comprehensive review all SOQs that the Port Authority Representative deems to be complete and in compliance with Appendix C.

Respondents are advised that the Port Authority reserves the right to conduct an independent investigation of any information, including prior experience, identified in an SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. Respondent's score may be negatively impacted by the inability to contact and verify references.

6.3. Evaluation Criteria for the SOQ

Our evaluation ratings will reflect how well the SOQ responds to the requirements and meets or exceeds our objectives for each Evaluation Criteria. This section outlines the Evaluation Criteria for the RFQ Phase of the procurement. This information, and the tentative evaluation criteria for the RFP Phase listed in Section 5.7, is intended to assist Respondents in organizing their teams and in the preparation of their SOQs, by highlighting Evaluation Criteria and matters of particular importance to us:

(a) Pass/Fail Evaluation Criteria

The pass/fail Evaluation Criteria are:

1. Responsiveness to this RFQ: The SOQ does not deviate from the RFQ requirements in any material respect.
2. Legal: The Respondent has presented the documentation required by Appendix C demonstrating that its organization has the legal ability to enter into and perform the Design-Build Contract and comply with state licensing requirements.
3. Bonding: The Respondent must provide a notarized letter from its surety (or sureties) verifying that the Respondent has a minimum bonding capacity of \$1.0 billion available for this project as required in Appendix C.
4. Net Worth: The aggregate net worth of the Lead Member must be in an amount of at least \$100 million. The aggregate net worth of the Lead Contractor must be in an amount of at least \$100 million.
5. Financial: The Respondent must demonstrate, based on the documentation required by Appendix C, that: (a) the Lead Member and Lead Contractor are in stable financial condition; and (b) Respondent has sufficient financial resources and capacity to carry out and complete all of the obligations required of the Design-Builder under the Design-Build Contract.

If a Respondent passes all pass/fail evaluations, we will further evaluate the SOQ using the technical Evaluation Criteria detailed in Section 6.3(b). If an SOQ fails any single pass/fail requirement, we may rate the SOQ as “unacceptable”; the technical Evaluation Criteria will not be rated and the Respondent will not become a Shortlisted Respondent. We may allow certain deficiencies in an SOQ relating to the above factors to be corrected through clarifications, as described in Appendix B, but we are under no obligation to do so.

(b) Technical Evaluation Criteria

The technical Evaluation Criteria are listed as follows:

1. **Respondent’s Organizational Structure – *Demonstration of an organizational structure that is appropriate for the successful performance of the Design-Build Contract.***

Respondents will be evaluated based on Respondent’s Team structure, including its legal structure and organization, roles of the members of Respondent’s Team, responsibilities, and functional relationships, capability to perform assigned Project responsibilities, and Respondent’s rationale for selecting the team structure.

2. Experience of Respondent's Team – Demonstrated experience that Respondent has the ability to successfully complete the design and construction of the Project Works.

Respondents will be evaluated based on the experience of the members of Respondent's Team, including their individual and collective performance history and experience on previous or current projects of similar size, complexity, challenges and functionality as this Project. Subfactors that will be used to score this technical evaluation factor are as follows:

- a. The design and construction experience of Respondent's Team members.
- b. The design and construction experience of Respondent's Team members when working together.
- c. The experience of Respondent's Team members in managing construction, designing, and developing contract phasing, on a constrained site where airline and passenger activities are ongoing.
- d. The experience of Respondent's Team members when working in comparable major metropolitan areas with similar traffic/density population, and particularly in the New York/New Jersey metropolitan area.
- e. The experience of Respondent's Lead Constructor and Lead Designer successfully using MBE/WBE firms and meeting established MBE/WBE goals.

3. Qualifications of Key Project Staff – Demonstrated experience that Respondent's Key Project Staff have the ability to fulfill their roles and responsibilities and will enable Respondent to successfully complete the design and construction of the Project Works.

Respondents will be evaluated based on the qualifications, experience, and past performance of its proposed Key Project Staff, with the evaluation considering, among other things, his/her experience working in similar roles to those proposed on this Project based on projects of similar size, complexity, challenges and functionality as this Project.

4. Project Understanding – Demonstrated understanding of the Project Objectives and the overall complexity of the Project that will enable Respondent to successfully complete the design and construction of the Project Works.

Respondents will be evaluated based on the extent to which they demonstrate an understanding of the Project Objectives and overall complexity of this Project. Subfactors that will be used to score this technical evaluation factor are as follows:

- a. Identification of the Project's risks and potential solutions, regardless of ownership of the risk, that may arise during design and construction.
- b. Explanation of the challenges and solutions of coordinating construction in a highly regulated environment with various stakeholders such as, or comparable to, the FAA, the TSA, and other regulatory agencies.
- c. Explanation of the challenges and solutions of delivering the Project safely and with minimal inconvenience to the public and airport operations
- d. Demonstration of the specific benefits and responsibilities associated with design-build on this Project.
- e. Explanation of how the Respondent will ensure a successful delivery of this Project.

5. Safety. *Demonstrated capability to deliver the Project safely.*

Respondents will be evaluated based on the past safety performance of the Lead Contractor.

6.4. Ranking the SOQs

The Port Authority will evaluate and rank the responsive SOQs by scoring the Technical Evaluation Criteria and then generating a shortlist. For purposes of scoring, the Technical Evaluation Criteria are listed below in descending order of importance:

1. Experience of Respondent's Team and Qualifications of Key Project Staff are of approximately equal importance.
2. Respondent's Organizational Structure.
3. Project Understanding and Safety are of approximately equal importance.

Subfactors identified for any Technical Evaluation Factor are not listed in any order of importance, and Respondents are on notice that some subfactors may be given substantially more weight relative to others.

6.5. SOQ Submittal Requirements

SOQ submittal requirements, including the required SOQ content, format, and forms, is included in Appendix C.

APPENDIX A

ABBREVIATIONS AND DEFINITIONS

1. ABBREVIATIONS AND DEFINITIONS

1.1. Abbreviations

AOA	Air Operations Area
DB	Design-Build
EST	Eastern Standard Time
EWR	Newark Liberty International Airport
FAA	Federal Aviation Administration
MAP	Million Annual Passengers
MBE/WBE	Minority-Owned Business Enterprise/ Women Business Enterprise
RFP	Request for Proposals
RFQ	Request for Qualifications
SOQ	Statement of Qualifications
TOS	Tail of Stand
TSA	Transportation Security Administration

1.2. Definitions

Addendum or Addenda	A written amendment or clarification to this RFQ or the RFP issued by the Port Authority after the date this RFQ is issued.
Air Operations Area	All airport areas where aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and apron areas.
Airport	Newark Liberty International Airport.
Airport Terminal	A passenger terminal building at a commercial service airport.
Associates	Any officer, employee, agent, consultant, contractor, licensee, or advisor of the Port Authority, including but not limited to the Project Advisors.
Claim	Any proceeding, cause of action, action, demand or suit (including by way of contribution or indemnity).
Closing Time	The date and time specified in Appendix C, Section 1.2.
Commissioner	Each such commissioner of the Board of Commissioners of the Port Authority of New York & New Jersey.
Competing Respondent	Any other person or group of persons responding to this RFQ or the RFP, other than the Respondent and Respondent Members.

Contract Award	The date of execution of the Design-Build Contract by the Port Authority and the Design-Builder.
Designated Representative	The individual from the Respondent who will be responsible for receiving official communications in relation to the Project and the Procurement Process on behalf of the Respondent.
Design-Build Contract	Has the meaning set forth in Section 1.1 of the RFQ.
Design-Builder	The Preferred Respondent selected to perform the Project Works, and with whom the Port Authority enters into the Design-Build Contract. The term "Design-Builder" is used to refer to the Preferred Respondent after approval and execution of the Design-Build Contract.
Disclosed Information	<p>The following information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, Respondent's Team in respect of or in connection with the Project or the Procurement Process:</p> <ul style="list-style-type: none"> (a) the RFQ and the RFP; (b) any oral advice or Information given or furnished by or on behalf of the Port Authority or any of its Associates during the Procurement Process; (c) Information Documents; (d) all material disclosed in presentations, briefings or during any collaborative dialogue meeting conducted pursuant to the RFP, by or on behalf of the Port Authority or any of its Associates, in connection with the Project during the Procurement Process; (e) all material relating to the Project on the Port Authority's website; (f) all discussions and negotiations between the Port Authority and any of its Associates (on the one hand) and any member of Respondent's Team (on the other hand) relating to the Project or the Procurement Process; (g) each SOQ and Proposal to the extent that it contains or would reveal any of the information referred to in paragraphs (a) to (f) immediately above; and (h) any other Information which any member of Respondent's Team knows or ought to reasonably know is confidential to the Port Authority or any of its Associates should be treated as such.

Evaluation Criteria	The criteria and standards set forth in Section 6 of this RFQ, which constitute the basis for the Port Authority's evaluation of the SOQs and determination of the Shortlisted Respondents.
Existing Terminal	The existing Terminal A located at Newark Liberty International Airport.
Government Party	Any government, governmental, semi-governmental, or local government authority, agency, public authority, department, municipal or statutory corporation, instrumentality, commission, entity or government-owned corporation.
Indicative Design	Has the meaning set forth in Section 5.7 of the RFQ.
Information	Includes projections, advice, opinions and representations.
Information Documents	Any document or amendment to a document which is issued by the Port Authority to a Respondent as part of the Procurement Process and at the time of issue, is expressly stated to be an "Information Document."
Key Project Staff	The persons identified by the Respondent and proposed to fulfill the roles identified as: Project Executive, Project Manager, Deputy Project Manager, Design/Construction Interface Manager, Design Manager and Construction Manager.
Lead Contractor	The entity or entities primarily responsible for the construction of the Project.
Lead Designer	The entity primarily responsible for the completion of project design and ensuring conformance with design criteria.
Lead Member	A member of the Respondent's Team that is: (a) if Respondent is or will be a consortium, partnership or any other form of joint venture, each member of the consortium, partnership or joint venture; (b) if Respondent is or will be a limited liability company, each member or owner of such entity; or (c) if Respondent is a corporation, the Respondent.
Liability	Any debt, obligation, cost (including legal costs), expenses, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.
Loss	Includes any cost, expense, loss, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.

Named Contractor	An entity included on Respondent's Team that will perform specialized design or construction services required for the Project.
New Terminal	The new Terminal A that is designed and constructed by the Design-Build Contractor, and owned and operated by the Port Authority.
Out-of-Scope Works	The works to be undertaken by the Port Authority, as described in Section 3.3 of this RFQ.
Parking Complex	The new 3,000 parking space complex with integrated toll revenue system that will connect via pedestrian bridge to the New Terminal.
Port Authority	The Port Authority of New York & New Jersey and its subsidiaries.
Port Authority Representative	Has the meaning set forth in Section 5.9 of the RFQ.
Preferred Proposal	The Proposal that is determined to be compliant with the requirements set forth in the RFP and that passes each step of the evaluation process and is selected as the Preferred Proposal.
Preferred Respondent	The Respondent whose Proposal is determined to be the Preferred Proposal.
Procurement Process	Has the meaning set forth in Section 5 of the RFQ.
Project	The Terminal A Redevelopment Project, as further described in Section 2.1 of the RFQ.
Project Advisor	Has the meaning set forth in Section 5.10 of the RFQ.
Project Works	Has the meaning set forth in Section 3.2 of the RFQ.
Project Objectives	Has the meaning set forth in Section 2.2 of the RFQ.
Proposal	A proposal submitted by a Respondent in response to the Port Authority's Request for Proposals for the Project.
Proposal Form	The proposal form attached to the RFP, which is where a Respondent submits a Proposal, is to be executed by each Respondent Member comprising the Respondent.
Public Access Records Policy	The Port Authority's Public Access Records Policy.
Redevelopment Program	The Terminal A Redevelopment Program at Newark Liberty International Airport.
Reference Projects	Those projects listed by the Respondent in RFQ Forms C and D.
Request for Proposals (or RFP)	The solicitation document that may be issued by the Port Authority to Shortlisted Respondents that will contain more detailed Project specifications, and will provide the requirements to submit a Proposal.
Request for Qualifications (or RFQ)	This solicitation, together with its appendices, forms, Addenda, if any.

Respondent	The entity responding to this RFQ by submitting the SOQ, and that, if selected by the Port Authority pursuant to the RFP, will enter into the Design-Build Contract as the Design-Builder.
Respondent's Team	For each Respondent, the entities and persons identified in the SOQ as the Respondent, the Lead Member(s), Lead Contractor(s), Lead Designer, Named Contractor(s), and Key Project Staff.
RFP Evaluation Criteria	The criteria and standards which constitute the basis for evaluating Proposals. RFP Evaluation Criteria will be defined in the RFP.
RFP Phase	Has the meaning set forth in Section 5.5 of the RFQ.
RFQ Phase	Has the meaning set forth in Section 5.2 of the RFQ.
Shortlisted Respondent	A Respondent to this RFQ that the Port Authority determines will be invited to participate in the subsequent RFP Phase of the procurement for the Project, as set forth in Section 5.3 of this RFQ.
Statement of Qualifications (or SOQ)	The formal qualifications package submitted by a Respondent in response to this RFQ.
Terms and Conditions	The terms and conditions set out in Appendix B of this RFQ.

APPENDIX B
PROCUREMENT PROCESS TERMS AND CONDITIONS

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1. Application to Procurement Process

- (a) The terms and conditions in this Appendix apply generally to the Procurement Process.
- (b) The Port Authority reserves the right to impose additional or amended terms and conditions in the RFP or otherwise throughout the Procurement Process.

2. Rules of Interpretation

Unless the context indicates a contrary intention, in this RFQ (including these Terms and Conditions):

- (a) The words “We,” “Us,” or “Our” in this RFQ refers to the Port Authority;
- (b) a word importing the singular includes the plural and vice versa;
- (c) the word “including” or any other form of that word is not a word of limitation;
- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (f) a reference to anything (including a right, obligation or concept) includes each part of it;
- (g) an obligation of two or more persons binds them jointly and severally; and
- (h) the meaning of “or” will be that of the inclusive “or,” meaning one, some or all of a number of possibilities.

3. General

- (a) In these Terms and Conditions, capitalized terms have the same meaning given in Appendix A.
- (b) Unless otherwise directed or agreed to by the Port Authority, all communications by or on behalf of the Respondent with the Port Authority including any notices required to be provided by the Respondent under these Terms and Conditions must be provided by the Designated Representative.
- (c) No entity may participate in the Procurement Process unless that entity submits an SOQ in response to this RFQ. Subject to clause 10.2 of these Terms and Conditions, any entity which submits an SOQ in response to the RFQ must participate in the Procurement Process until the end of the RFQ Phase and, if it becomes a Shortlisted Respondent, until the end of the RFP Phase. Where a Respondent is comprised of more than one Lead Member, each Lead Member is jointly and severally liable for the obligations and liabilities under these Terms and Conditions of the Respondent and each other Lead Member.
- (d) Without limiting this clause 3(d) or any other part of these Terms and Conditions in any way, where the Respondent in these Terms and Conditions:
 - (i) has any obligation;
 - (ii) acknowledges anything;
 - (iii) agrees or consents to anything;

- (iv) gives any release;
- (v) makes or gives any representation, warranty or undertaking;
- (vi) is prohibited from doing anything;
- (vii) gives any indemnity;

these obligations, acknowledgments, agreements, consents, releases, representations, warranties, undertakings, prohibitions and indemnities bind and are owed by, given by, made by, or apply to (as applicable):

- (i) the Respondent and the Lead Member comprising the Respondent (where there is only one Lead Member); and
 - (ii) where the Respondent is comprised of more than one Lead Member, both the Respondent (being the Lead Members acting as a group in participating in the Procurement Process) and each Lead Member (severally in respect of that Lead Member).
- (e) If the Port Authority has a right exercisable against the Respondent, it may in its absolute discretion exercise that right against one or more or all of the Lead Members comprising that Respondent.
 - (f) Where the Respondent is comprised of more than one Lead Member, the Respondent must ensure that each Lead Member does not act (or refrain from acting) in a way so as to cause the Respondent to be in breach of these Terms and Conditions.
 - (g) The Respondent must ensure that all members of Respondent's Team refrain from committing any act or making any omission which, if committed or made by the Respondent or a Lead Member comprising the Respondent, would constitute a breach of these Terms and Conditions.
 - (h) The Respondent must notify the Port Authority in writing immediately if any member of Respondent's Team discovers any ambiguity, inconsistency, error or discrepancy in this RFQ or the RFP.
 - (i) Following receipt of a written notice pursuant to clause 3(h) above or if the Port Authority otherwise discovers an ambiguity, inconsistency, error or discrepancy, the Port Authority in its sole and absolute discretion will direct the Respondent in writing as to how to resolve that ambiguity, inconsistency, error or discrepancy. This will normally be done by way of issuing an Addendum.
 - (j) No rule of interpretation applies to the disadvantage of the Port Authority on the basis that the Port Authority put forward the Terms and Conditions.
 - (k) In this RFQ or the RFP, unless the context indicates to the contrary intention, a reference to '\$' or 'dollar' is to U.S. currency.
 - (l) If any of these Terms and Conditions purport to exclude Liability for a particular matter, such exclusion only operates to the extent permitted by law.

4. Port Authority's Rights

4.1 Directions

The Respondent must comply with any direction or requirement of the Port Authority given under the Terms and Conditions or issued under any Addenda.

4.2 Discretions

By submitting an SOQ or Proposal, the Respondent acknowledges and agrees that the Port Authority reserves the right in its absolute discretion and at any time to:

- (a) cancel, suspend or change the Project Works, the procurement method for the Project Works, or any aspect of the Procurement Process or to take such other action as the Port Authority considers, in its absolute discretion, appropriate in relation to the Procurement Process or the Project Works;
- (b) require additional Information from the Respondent (which can be sought from any Lead Member) in which case the Respondent must provide that Information within a reasonable time from the date of the Port Authority's request;
- (c) refuse to consider or evaluate the Respondent's SOQ or Proposal or terminate the Respondent's participation in the Procurement Process if:
 - (i) the Respondent or any Lead Member breaches the Terms and Conditions, including if the breach occurred prior to the submission of its SOQ or Proposal;
 - (ii) the Respondent or any Lead Member fails to meet a direction or requirement of the Port Authority under this RFQ or the RFP;
 - (iii) a member of Respondent's Team commits any act or makes any omission, which if committed or made by the Respondent, would constitute a breach of these Terms and Conditions; or
 - (iv) the Respondent's SOQ or Proposal is incomplete, fails to satisfactorily address any one or more of the Evaluation Criteria or evaluation criteria in the RFP (as applicable) or otherwise does not comply with the requirements of this RFQ or the RFP;
- (d) where the Respondent is comprised of more than one Lead Member:
 - (i) communicate with one or more of the Lead Members about any matter or thing related directly or indirectly to this RFQ, the RFP and the Procurement Process; and
 - (ii) hold meetings or workshops or discussions with, or seek Information from, one or more Lead Members at any time during the Procurement Process with or without notifying the other Lead Members;
- (e) not accept the lowest priced Proposal, the highest scoring SOQ or Proposal, or any SOQ or Proposal;
- (f) change any Evaluation Criteria or evaluation criteria in the RFP upon giving reasonable notice to the Respondent;

- (g) in selecting the Shortlisted Respondents and the Preferred Proposer, have regard to:
 - (i) the Port Authority's knowledge and previous experience and dealings with the Respondent or any Lead Member (where the Respondent is comprised of more than one Lead Member);
 - (ii) without limiting clause 4.2(g)(i), information (including opinions, representations and advices) about the past and current performance of the Respondent or any Lead Member (where the Respondent is comprised of more than one Lead Member) under any other contract, arrangement or dealing between the Respondent or that Lead Member and a Government Party; and
 - (iii) Information concerning the Respondent or any Lead Member (where the Respondent is comprised of more than one Lead Member) which is in the public domain or which is obtained by the Port Authority through investigations or howsoever;
- (h) consider and accept any SOQ or any Proposal that is incomplete, fails to satisfactorily address any one or more of the Evaluation Criteria or evaluation criteria in the RFP, or otherwise does not comply with the requirements of this RFQ or the RFP (as the case may be);
- (i) change the identity of the entity or person executing the final Design-Build Contract on behalf of the Port Authority;
- (j) remove or add a Shortlisted Respondent or change the Preferred Proposer;
- (k) allow a Competing Respondent to add or remove a Lead Member with or without the Port Authority notifying the other Respondents;
- (l) discuss and negotiate with the Respondent any matter arising out of this RFQ, their SOQ, the RFP, or their Proposal, and take such discussions and negotiations into account in its evaluation;
- (m) discuss and negotiate with any Competing Respondent any matter arising out of this RFQ, their SOQ, the RFP or their Proposal with or without disclosing this to the Respondent, and take such discussions and negotiations into account in its evaluation;
- (n) publish the Respondent's name, the names of the Lead Members, Shortlisted Respondents and the Preferred Proposer; and
- (o) waive any requirement or obligation under this RFQ or the RFP.

The Port Authority is not required to give reasons for the exercise of any of the Port Authority's rights in accordance with this clause 4.2.

4.3 Port Authority Consent

Whenever the consent of the Port Authority is required under this RFQ or the RFP, that consent:

- (a) may be given or withheld by the Port Authority in its absolute discretion; and

(b) may be given subject to such conditions as the Port Authority may determine, without any obligation to provide reasons.

4.4 No Claim

(a) The Respondent and all Lead Members release the Port Authority and its Associates, and the Port Authority's Board of Commissioners, from all Liability in relation to the Procurement Process or any related matter including Liability:

- (i) under or in connection with this RFQ, the RFP or any other aspect of the Procurement Process;
- (ii) under or in connection with the award of the Design-Build Contract to the Preferred Proposer;
- (iii) in tort, including negligence, negligent advice, negligent misrepresentation or withholding advice; and
- (iv) otherwise at law (including, to the extent it is possible to exclude statutory liability, by statute) and in equity generally, including for unjust enrichment,

which occurs or arises as a consequence of, or in connection with a decision by the Port Authority to do one or more of the following:

- (i)
 - (A) not shortlist Respondents;
 - (B) not issue a RFP;
 - (C) not accept Proposals; or
 - (D) not proceed with the Project Works;
 - (ii) anything contained in or omitted from this RFQ, the RFP and any other Disclosed Information, and any reliance (reasonably or unreasonably) placed on the Disclosed Information; or
 - (iii) the Port Authority meeting any of its Public Disclosure Obligations.
- (b) The Respondent agrees not to make or commence a Claim against the Port Authority or any of its Associates arising out of the exercise of, or any attempt, failure or refusal of the Port Authority to exercise or perform, any rights, obligations or duties under this RFQ, the RFP or otherwise in connection with the Procurement Process.
- (c) Clause 4.4 of these Terms and Conditions may be pleaded by the Port Authority as a bar to any proceedings commenced against the Port Authority in relation to the Procurement Process by the Respondent or any Lead Member.

4.5 Indemnity to the Port Authority

The Respondent, and each Lead Member (where the Respondent is comprised of more than one Lead Member), indemnifies the Port Authority and agrees to keep the Port Authority indemnified

against any Claim by any of them or any person claiming through them in any way relating to this RFQ, the RFP or otherwise in connection with the Procurement Process.

5. No Legal Relationship

The Respondent acknowledges and agrees that:

- (a) neither this RFQ nor the RFP constitutes an offer to enter into the final Design-Build Contract;
- (b) other than the Design-Build Contract that arises between each Lead Member and the Port Authority as a consequence of each Lead Member executing the Proposal Form, no contract in respect of the Project Works exists or will arise between any of us:
 - (i) the Port Authority and the Respondent (or any of its Lead Members);
 - (ii) the Port Authority and any Shortlisted Respondent (or any of its Lead Members),
unless and until the Design-Build Contract is awarded and executed; and
- (c) no legal relationship exists between us.

6. Information from the Port Authority

6.1 No Warranty

Neither the Port Authority, nor any Associate of the Port Authority, warrants, guarantees or makes any representation (express or implied), or assumes any duty of care, or accepts any Liability, with respect to the completeness, relevance, accuracy, currency, adequacy or correctness of Disclosed Information.

6.2 Inconsistency

The Port Authority may elect to issue this RFQ, the RFP and any other Disclosed Information to the Respondent in hard copy and electronically. To the extent that there is any inconsistency between a hard copy and an electronic version, unless the Port Authority Representative directs otherwise (acting in the Port Authority's absolute discretion), the hard copy will take precedence.

6.3 No Reliance

The Respondent agrees that Respondent does not rely on any Information provided by the Port Authority in this RFQ, and must make and rely on its own inquiries in relation to the Project. Likewise, unless specifically stated differently in the RFP, Respondent shall not rely on any Information provided by the Port Authority in the RFP, and must make and rely on its own inquiries in relation to the Project.

6.4 No Details

The Port Authority is not required, and does not intend, to release any details regarding the evaluation process for the RFQ Phase or the RFP Phase other than as contained in this RFQ or the RFP (as the case may be).

7. Addenda

7.1 Addenda

The Respondent agrees that:

- (a) at any time during the Procurement Process the Port Authority may, for any reason (but without being obliged to do so), amend:
 - (i) this RFQ; or
 - (ii) the RFP,by issuing an Addendum to this RFQ or the RFP;
- (b) no statement or representation made by the Port Authority or its Associates (whether at an industry or Project briefing, forum, workshop, collaborative dialogue meeting, question and answer session or otherwise) modifies or supplements this RFQ or the RFP, unless the statement or representation is confirmed by an Addendum;
- (c) this RFQ or the RFP may only be amended or supplemented by Addenda issued under this clause 7;
- (d) any Addendum issued will be deemed to form part of this RFQ or the RFP (as the case may be);
- (e) neither the Port Authority nor the Port Authority's Associates will be liable for any Losses incurred by the Respondent or any Lead Member as a consequence of issuing an Addendum;
- (f) the Respondent must prepare its SOQ or Proposal (as the case may be) to take into account and reflect the content of all Addenda.

7.2 Extending Closing Time

Where an Addendum is being issued within 14 days of the Closing Time and, in the opinion of the Port Authority, the Addendum contains significant changes to this RFQ or its contents (or the RFP or its contents, as the case may be), the Port Authority may consider extending the Closing Time.

7.3 Distribution of Addendum

The Port Authority will issue Addenda via the Port Authority's website. Potential Respondents are encouraged to check the website regularly for posting of new Addenda.

8. Questions, Clarification and Proprietary Communications

8.1 Questions to the Port Authority Representative

- (a) The Respondent must submit any questions or clarification questions regarding the Procurement Process in writing to the Port Authority Representative.
- (b) Other than in accordance with clause 8.1(a), a Respondent must not directly or indirectly contact the Port Authority, the Port Authority's Associates or the Board of Commissioners to discuss any aspect of the Procurement Process (including this RFQ or the RFP). A

Respondent that does so may be disqualified from participating in the Procurement Process.

8.2 Port Authority Requests Clarification

The Port Authority may:

- (a) request written clarification; or
- (b) conduct clarification meetings;

with the Respondent as part of the Port Authority's evaluation process. The Respondent will be notified if clarification is required and the nature of the clarification being sought.

8.3 Respondent Requests Clarification

- (a) All requests by the Respondent for clarification in respect to this RFQ must be in writing and in a form required or otherwise approved by the Port Authority.
- (b) The decision of whether and how to respond to any request for clarification from the Respondent and the content of any response is at the absolute discretion of the Port Authority.
- (c) Subject to clause 8.3(d), the Port Authority will circulate clarification questions of a general nature together with the Port Authority's response to the Respondent and all Competing Respondents (as the case may be).
- (d) If the Respondent is of the view that a clarification question is not of a general nature, but relates to proprietary aspects of its SOQ, the Respondent must identify that question as such when asking the clarification question. If, in the opinion of the Port Authority, exercisable in its absolute discretion, the question:
 - (i) is not proprietary, the Port Authority Representative will advise the Respondent who has the option to withdraw the question. If the Respondent continues to request a response to that question, the Port Authority's response will be circulated to the Respondent and all Competing Respondents in accordance with clause 8.3(c) above; or
 - (ii) does relate to proprietary aspects of the Respondent's SOQ, the Port Authority's response to the question will be provided to the Respondent only (and will not be circulated to any Competing Respondents).

9. Respondent's representations, acknowledgments and warranties

9.1 Acknowledgments

The Respondent acknowledges and agrees that:

- (a) the entire Procurement Process is being conducted solely for the Port Authority's benefit;
- (b) the Port Authority will rely upon the warranties given by the Respondent in clause 9.2 of these Terms and Conditions, in evaluating any SOQ or Proposal;

- (c) except as specifically set forth in the RFP and/or Design-Build Contract, it will not rely on any Information given or furnished by or on behalf of the Port Authority or the Port Authority's Associates with respect to the Project, Procurement Process or any Disclosed Information;
- (d) except as specifically set forth in the RFP and/or Design-Build Contract, in no circumstances will the Port Authority or any of the Port Authority's Associates be liable to the Respondent or any Lead Member whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any Losses incurred or suffered by the Respondent or Lead Member as a result of or arising from:
 - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from; or
 - (ii) any use of, or reliance by, the Respondent or Lead Member upon, any Disclosed Information;
- (e) it is bound by the content of its SOQ or Proposal including any schedules, annexures, attachments and appendices which form part of the SOQ or Proposal;
- (f) this RFQ, the SOQ, the RFP and any Proposal will not form any part of the final Design-Build Contract except to the extent expressly incorporated in the final Design-Build Contract; and
- (g) except for the stipend provided for in Section 5.8 of the RFQ, no payment will be made or be payable by the Port Authority or the Port Authority's Associates to the Respondent for any Losses incurred by the Respondent in, on account of, or as a consequence of:
 - (i) preparing and submitting an SOQ or Proposal;
 - (ii) preparing for and attending any interview, meeting, collaborative dialogue meeting, or workshop conducted pursuant to this RFQ or the RFP;
 - (iii) otherwise participating in the Procurement Process, in accordance with the terms of this RFQ or the RFP or otherwise; or
 - (iv) as a consequence of the exercise of the Port Authority's rights in accordance with clause 4.2 or otherwise.

9.2 Representations and warranties

By submitting an SOQ or Proposal (as the case may be) the Respondent represents and warrants that:

- (a) it has examined all Information and documents which are relevant to the Project;
- (b) its SOQ or Proposal and any subsequent Information submitted to the Port Authority as part of the Procurement Process or otherwise:
 - (i) are based on its own independent assessment and investigations, interpretations, deductions, Information and determinations; and
 - (ii) are complete and accurate;

- (c) it has examined all Information relevant to the risks, contingencies and other circumstances having an effect on its SOQ or Proposal which is obtainable by making reasonable inquiries, which inquiries the Respondent has made;
- (d) it has not paid or received and will not pay or receive any secret commission in respect to this RFQ or the RFP;
- (e) it has not entered and will not enter into any unlawful arrangements with any other person in respect to this RFQ or the RFP;
- (f) it has not sought and will not seek to influence any decision in respect of this SOQ or the RFP by improper means; and
- (g) except as specifically allowed by the RFP, it did not place any reliance upon the completeness, accuracy, relevance, adequacy or correctness of any Disclosed Information.

10. Status of RFQ, Proposal and Respondent

10.1 Material Changes

- (a) The Respondent must notify the Port Authority promptly in writing of any:
 - (i) material change to any:
 - (A) of the Information contained in its SOQ or Proposal;
 - (B) additional Information submitted to the Port Authority pursuant to this RFQ or the RFP, or any part of the Procurement Process; and
 - (C) Information submitted to the Port Authority in any interview, collaborative dialogue meeting, or workshop conducted pursuant to the RFQ or RFP, or any part of the Procurement Process.
 - (ii) event which may affect or have an impact on the financial position or capacity of any Lead Member; or
 - (iii) circumstances which may affect the truth, completeness or accuracy of any of the Information provided in, or in connection with, the RFQ or Proposal, or any part of the Procurement Process.
- (b) Upon receipt of any written notification pursuant to clause 10.1(a) above, the Port Authority reserves the right to assess the change and terminate the Respondent's further participation in the Procurement Process, or to invite the Respondent to amend its SOQ or Proposal accordingly.

10.2 Requirement to Keep Respondent's Team Intact

Respondent shall be precluded from changing any member of Respondent's Team, including any Key Project Staff, for the duration of the Procurement Process and, if Respondent is awarded the Design-Build Contract, the duration of the Design-Build Contract. If extenuating circumstances, such as corporate takeovers, buyouts, and other unforeseen changes, require a change to any member of Respondent's Team, Respondent shall submit a request for a change in writing to the Port Authority, which will determine whether to approve such a change. The Port Authority has the

right to determine, in its discretion, the acceptability of any changes in the Respondent's Team. When seeking such approval, Respondent shall submit information to the Port Authority on proposed new team members or Key Project Staff at the same level of detail required by this RFQ. Unauthorized changes to Respondent's Team made by Respondent at any time during the Procurement Process may result in disqualification of Respondent.

10.3 No amendment

- (a) The Respondent may not amend an SOQ or Proposal (unless invited or requested to do so by the Port Authority) after it has been submitted.
- (b) Without limiting the Port Authority's rights to invite or request the Respondent or a Competing Respondent to amend its SOQ or Proposal, the Port Authority may, in its absolute discretion and at any time (including prior to the selection or shortlisting of Respondents):
 - (i) require the Respondent or a Competing Respondent to withdraw any part of its SOQ or Proposal which specifies or results in a departure from the requirements set out in this RFQ or the RFP; and
 - (ii) allow the Respondent or a Competing Respondent to correct patent typographical or arithmetic errors in its SOQ or Proposal without allowing or requiring all Respondents to do so.

10.4 No requirement to return

The Respondent agrees that the Port Authority will not be required to return the SOQ, the Proposal or any documents, materials, articles and information lodged by the Respondent as part of, or in support of, the SOQ or Proposal.

11. Confidential Information

Shortlisted Respondents in the preparation of their Proposals and subsequently, the Design-Builder, may require access to Port Authority Confidential Information. Port Authority Confidential Information is information belonging to the Authority whose unauthorized access, modification, loss or misuse, could seriously damage the Authority, public safety or homeland security. Protecting Port Authority Confidential Information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of Port Authority Confidential Information within the Authority or to outside entities. These procedures are identified in the Authority's "Information Security Handbook." For reference, the Information Security Handbook may be accessed at the following location: <http://www.panynj.gov/business-opportunities/pdf/Corporate-Information-Security-Handbook.pdf>.

Each Shortlisted Respondent will be required to designate a Security Information Manager ("SIM") responsible for identifying members of its team who will need access to Livelink and for assuring that those members have passed the requisite background checks and have completed the requisite Livelink access forms. The SIM will be responsible for maintaining its team's Livelink user account access list. In addition, the SIM will identify an individual who will be trained by the Authority in the use of Livelink and that individual will subsequently be responsible for training the personnel of the Prequalified Respondent who will need access to Livelink.

Notes on security and personnel requirements:

- The Information Security Handbook requires that certain criteria be met prior to being granted access to Port Authority Confidential Information. Generally, an individual must be a U.S. Citizen, an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Customs Enforcement documentation, or a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived in exceptional circumstances, and contractors should refer to Section 3.2 of the Information Security Handbook for details on this policy and the process for waiver.
- Shortlisted Respondents in the preparation of Proposals and the Design-Builder performing work under the Project Documents should be aware that background checks will be required of all individuals who work on the Project (both onsite and offsite). Background checks are performed through SWAC, the Secure Worker Access Consortium (www.secureworker.com). The Port Authority typically requires all individuals for whom security check is necessary to receive an appropriate clearance level.

12. Port Authority's Public Records Access Policy

In compliance with Chapter 12 of the Laws of New York of 2015 and Chapter 64 of the Laws of New Jersey of 2015, and in furtherance of the Port Authority's commitment to enhance the openness and transparency of the agency through the provision of timely access to the public records of the Port Authority and its component units, in April 2016, the Port Authority's Board of Commissioners adopted the Port Authority Public Records Access Policy. This Public Access Records Policy provides residents of the States of New York and New Jersey, and other members of the public, with an equal right of access to records of the Port Authority, in accordance with applicable law in the two States.

The full text of the Public Access Records Policy can be accessed at:

http://corpinfo.panynj.gov/files/uploads/Access_to_Port_Authority_Public_Records.pdf

The Respondent acknowledges that the Public Access Records Policy applies to the documents provided by the Respondent in its SOQ or Proposal or as otherwise submitted by the Respondent to the Port Authority pursuant to this RFQ or RFP (as the case may be) and:

- (a) acknowledges that the Public Access Records Policy allows members of the public rights of access to the Port Authority's documents and the Port Authority's Associates' documents;
- (b) acknowledges and agrees that all or part of the documents provided by the Respondent may be disclosed to third parties if there is a requirement to do so under the provisions of the Public Access Records Policy;
- (c) agrees that any document that the Respondent considers commercially sensitive or confidential must be marked "commercial and confidential." This special notation must not be used unless the document is genuinely confidential. Marking documents as "commercial and confidential" will not necessarily prevent disclosure of the documents in accordance with the Public Access Records Policy; and
- (d) agrees that save to the extent expressly permitted under the Public Access Records Policy, neither the Respondent nor any Lead Member will be able to commence or make any Claim against the Port Authority or the Port Authority's Associates for the release of any

documents by the Port Authority (including any documents submitted by the Respondent or any Lead Member to the Port Authority pursuant to this RFQ or the RFP (as the case may be)) or otherwise.

13. Integrity

13.1 Inducement

- (a) The Respondent must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the Procurement Process, or in the awarding of any subsequent contract.
- (b) Without limiting clause 13.1(a), the Respondent must not directly or indirectly:
 - (i) without the prior written consent of the Port Authority, approach or communicate with any Port Authority Associate having any connection or involvement with the Procurement Process and the Project, with respect to:
 - (A) an offer of employment; or
 - (B) availability of employment with the Respondent or any related entity; or
 - (ii) offer a bribe, gift or inducement to any officer or employee of the Port Authority in connection with the Procurement Process or the Project.

13.2 Integrity Checks

Without in any way limiting the Port Authority's rights under clause 4.2, the Respondent consents to the Port Authority undertaking integrity checks in respect of each Lead Member comprising it which may include:

- (a) investigation into commercial structure, business and credit history;
- (b) prior contract compliance in respect of other projects and transactions;
- (c) police checks or any checks for any criminal records or pending charges with respect to Key Project Staff nominated by a Respondent or Lead Member; and
- (d) research into any relevant activity that is, or might reasonably be expected to be, the subject of regulatory investigation.

13.3 Conflicts of Interest

Any company, or any individual employee of a company, that has materially participated in activities related to the Project while under contract to the Port Authority, or otherwise has an impermissible conflict of interest, is not allowed to participate as a member of Respondent's Team. A company and individual employee are presumed to have an impermissible conflict of interest and an unfair competitive advantage in this procurement if the company or individual: (a) materially assisted in drafting or establishing the requirements, restrictions, specifications, prerequisites, obligations, constraints, options or conditions of the procurement for the Project; or (b) prior to the due date for the submission of the SOQ gained confidential or other material information regarding any material part of the procurement for Project that was not available to others.

If a Respondent has any doubt as to whether a company or individual has an impermissible conflict of interest or potential unfair competitive advantage, it shall notify the Port Authority Representative in writing and submit pertinent information to enable the Port Authority to evaluate this situation. The Port Authority, in its sole discretion, will make a determination relative to the potential conflict of interest or competitive advantage and the ability to mitigate such situation, which determination shall be final. General knowledge and experience gained from the performance of a contract with the Port Authority which merely enhances a Respondent's qualifications or reputation shall not be deemed to constitute such a conflict or competitive advantage.

14. Collusion

14.1 Collusion

- (a) The Respondent and each Lead Member must not engage in any collusive tendering, anti-competitive conduct or similar conduct, or any other unlawful, unethical, inappropriate or improper conduct, with any Competing Respondent (or member of a Competing Respondent) or other person in relation to the Procurement Process.
- (b) The Lead Member(s), Lead Contractor(s), and Lead Designer identified in the Respondent's SOQ, as well as the Parents and Affiliates of such entities, shall not be allowed to participate as a Lead Member, Lead Contractor, or Lead Designer on a Competing Respondent's team. The term "Affiliate" for purposes of this provision means, with respect to any particular company or entity, a company or entity that: (a) owns and controls, directly or indirectly, such company or entity; (b) is owned and controlled, directly or indirectly, by such company or entity; or (c) is owned and controlled, directly or indirectly, by the same company or entity that owns and controls such company or entity. The term "Parent" for purposes of this provision means a company or entity that is an Affiliate by virtue of Item (a) in the preceding sentence. The term "control" for purposes of this provision means: (i) ownership, directly or indirectly, of fifty percent (50%) or more of the issued voting shares of a company or entity or ownership of equivalent rights to determine the decisions of such company or entity; or (ii) having the right to appoint at least fifty percent (50%) of the members of the board of directors or equivalent governing body of such company or entity.
- (c) The Port Authority reserves its right to disqualify the Respondent from the Procurement Process for breach of this clause 14.1 and may, in its absolute discretion, reject any SOQ or Proposal if it forms the opinion that the Respondent or Lead Member colluded or cooperated with any Competing Respondent (or member of a Competing Respondent) in the preparation of its SOQ or Proposal.

14.2 Seek to obtain Information

The Respondent must recognize the confidential nature of its SOQ and Proposals submitted by other Respondents and must not seek to obtain any Information from the Port Authority or any of the Port Authority's Associates in respect of a Competing Respondent's SOQ or Proposal, nor apply under the Port Authority's Public Access Records Policy for documents relating to those SOQs or Proposals during the Procurement Process.

15. Terms and Conditions applying to the RFP Phase

15.1 Interpretation

In this Section 15, references to 'Proposer' means a Shortlisted Respondent and references to 'Proposer Members' means Lead Members of a Shortlisted Respondent.

15.2 Site visit

- (a) During the RFP Phase, if requested by the Proposer, the Port Authority may provide for a site tour of the Project site.
- (b) Each Proposer attending the Site must comply with any protocols, procedures and requirements provided by the Port Authority prior to or during any inspection.

15.3 Collaborative Dialogue Process

During the RFP Phase the Port Authority intends to conduct collaborative dialogue meetings with each Proposer (or any Proposer Member) to discuss their Proposal and such meetings will be conducted in accordance with:

- (a) any protocols provided by the Port Authority to the Proposers; and
- (b) all other relevant integrity and compliance requirements and procedures notified to the Proposers by the Port Authority, from time to time.

15.4 Proposal binding

The Proposer agrees that:

- (a) the Proposal will constitute an offer to the Port Authority for the period specified in the completed Proposal Form provided to the Port Authority by the Proposer or for any other period agreed in writing with the Port Authority; and
- (b) the Proposal must remain open for this period notwithstanding that the Proposer is not appointed as the Preferred Proposer.

15.5 Withdrawal

The Proposer must not withdraw from, or suspend its involvement in, the Procurement Process.

15.6 Obligation to negotiate

If the Proposer is selected as the Preferred Proposer, the Proposer must negotiate in good faith with the Port Authority to agree and finalize the Design-Build Contract and enter into the final Design-Build Contract.

15.7 Preferred Proposer

The Proposer acknowledges and agrees that:

- (a) the Port Authority may select, but is not obligated to select, one or more Proposers as a Preferred Proposer;

- (b) the selection of a Preferred Proposer does not constitute an acceptance of the Proposal submitted by the Preferred Proposer or otherwise confer any rights on a Preferred Proposer and is without prejudice to the right of the Port Authority to decline to enter into the final Design-Build Contract, or to enter into the final Design-Build Contract with that Preferred Proposer or a Competing Proposer;
- (c) the Port Authority may suspend any negotiations with the Preferred Proposer and commence negotiations with any Shortlisted Respondent or appoint any Shortlisted Respondent as the Preferred Proposer if in the opinion of the Port Authority, exercisable in its absolute discretion:
 - (i) timely execution of the Design-Build Contract in terms acceptable to the Port Authority is unlikely to be achieved with the Preferred Proposer;
 - (ii) the Preferred Proposer has breached a term or condition of the Procurement Process;
 - (iii) there is a change to the Information on which the Port Authority has relied in appointing the Proposer as the Preferred Proposer; or
 - (iv) for any other reason;
- (d) subject to clause 15.7(d), only those issues previously identified by the Preferred Proposer in either its SOQ or Proposal, in responses to clarification questions by the Port Authority (if any) or from Collaborative Dialogue Meetings, may be raised by the Preferred Proposer in negotiations in respect to the Design-Build Contract, unless the Port Authority otherwise agrees in writing; and
- (e) the Port Authority may propose, negotiate with the Preferred Proposer and accept, a solution that departs substantially or wholly from the Preferred Proposer's SOQ or Proposal or from any solution contemplated by this Procurement Process and such a negotiated outcome will not breach any obligation owed by the Port Authority under this SOQ or the RFP to any Respondent or Lead Member.

16. Miscellaneous

16.1 Waiver and estoppels

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy under any Law or under this Agreement by the Port Authority does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement of, that or any other right, power or remedy provided under any Law or this Agreement.
- (b) A waiver given by the Port Authority under this Agreement is only effective and binding on the Port Authority if it is given or confirmed in writing by the Port Authority.
- (c) No waiver of a breach of a term of this Agreement operates as a waiver of any other breach of that term or a breach of any other term of this Agreement.
- (d) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy under any Law or under this Agreement by the Port Authority does not preclude, or operate as an estoppel of any form of, the exercise

or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided under any Law or under this Agreement.

16.2 No fettering

The Respondent acknowledges and agrees that nothing contained or implied in this RFQ, the RFP or the Design-Build Contract will be construed or interpreted as unlawfully restricting, or otherwise unlawfully affecting the unfettered discretion of the Port Authority to exercise any of its executive or statutory powers or functions under any Law.

16.3 Severability

If any of these Terms and Conditions or any part of them is inconsistent with any Law, it will be severed from these Terms and Conditions to the extent of the inconsistency without invalidating or otherwise affecting the enforceability of the remaining Terms and Conditions.

16.4 Port Authority's Rights

- (a) Any matter which may be done by the Port Authority may be done by an authorized officer of the Port Authority (including the Port Authority Representative).
- (b) Any notice to be issued under this RFQ or the RFP may be given by the Port Authority Representative.

16.5 Replacement of the Port Authority's Project Contact

The Port Authority may, at any time and from time to time, replace the Port Authority Representative. The Port Authority will notify all Respondents of the identity and contact details for the replacement Port Authority Representative.

17. Port Authority's Protest Procedures

Any Respondent submitting an SOQ or Proposer submitting a Proposal in response to this solicitation may protest the Port Authority's shortlist decision, or its Preferred Proposer selection, in accordance with the Port Authority's Protest Procedure, which may be found at the following link: <http://www.panynj.gov/business-opportunities/pdf/protest-procedures.pdf>

18. Submission of electronic documents

The Respondent agrees that the following applies to an electronic copy of the SOQ provided by the Respondent:

- (a) in the event that there is a discrepancy between the electronic copy of its SOQ or Proposal and the hard copy of its SOQ or Proposal submitted by the Respondent, the hard copy of its SOQ or Proposal will take precedence;
- (b) if the electronic copy of its SOQ or Proposal contains a virus then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay to the Port Authority all costs incurred by the Port Authority arising in connection with the virus;

- (c) if the electronic copy of its SOQ or Proposal becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then the Port Authority may request the Respondent to provide another electronic copy of its SOQ or Proposal; and
- (d) if the Port Authority requests the provision of another electronic copy of its SOQ or Proposal, then the Respondent must:
 - (i) provide the copy within the period specified by the Port Authority; and
 - (ii) provide a declaration that the copy is a true copy of its SOQ or Proposal which was submitted in hard copy by the Respondent and that no changes to its SOQ or Proposal have been made to its SOQ or Proposal as submitted in hard copy.

APPENDIX C

SOQ CONTENT AND SUBMITTAL REQUIREMENTS

1. SOQ PROCEDURAL MATTERS

1.1. General

This Appendix C describes the specific information that must be included in the Respondent's SOQ, including the required RFQ Forms. Each Respondent should follow the outline presented in this Appendix C for preparing their Statement of Qualifications (SOQ). Specific content requirements for each section of the SOQ are described in Section 3 of this Appendix C.

1.2. Closing Time

Respondents must submit their sealed SOQs to the individual, and at the location specified in Section 1.3, by no later than 2:00 p.m. local time on Thursday, February 2, 2017. We may reject any SOQs received after this time, and return the rejected SOQ unopened.

1.3. SOQ Submittal Location; Delivery to 4 World Trade Center

SOQs must be addressed and forwarded to the following location:

Name: Bid Custodian
Address: Procurement Department
The Port Authority of New York & New Jersey
4 World Trade Center
150 Greenwich Street, 21st Floor
New York, NY 10007

If your SOQ is to be hand-delivered, note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Port Authority's offices. Individuals without proper identification will be turned away and their packages not accepted.

There is extensive security at the World Trade Center Site. You must present a valid government-issued photo ID to enter 4 WTC. Individuals without packages or carrying small packages, envelopes or boxes that can be conveyed by hand or on a hand truck may enter through the lobby. All packages, envelopes and boxes may be subject to additional security screening. There is no parking available at 4 WTC/150 Greenwich Street, and parking in the surrounding area is extremely limited. Express carrier deliveries by commercial vehicles may only be made via vendors approved by Silverstein Properties, the WTC Property Manager, through the Vehicle Security Center (VSC). Please note that use of the U.S. Mail does not guarantee delivery to Port Authority offices by the above listed Closing Time for submittals. Respondents using the U.S. Mail are advised to allow sufficient delivery time to ensure timely receipt of their SOQs. Presently, UPS is the only delivery vendor with approved recurring delivery times. UPS makes deliveries to 4 WTC around 9:30 a.m. EST each day. Please plan your submission accordingly. As additional express carriers may be approved by Silverstein Properties and scheduled for recurring delivery times with the VSC, this information may be updated. The Port Authority assumes no responsibility for delays, including, but not limited to, delays caused by any delivery service, building access procedure, or security requirement.

2. SUBMITTAL FORMAT

The Respondent must submit: one (1) original hard copy (containing original signatures and marked "SIGNED ORIGINAL" on the cover of the binder), 15 hard copies, and one (1) electronic copy (on flash drive) of their SOQ.

2.1. SOQ Hard Copy

The Respondent must prepare its SOQ in the format described in Section 3.1 of this Appendix C, and must ensure that each page is identified with the RFQ# and Title, Respondent's Name, and page number.

Moreover:

- SOQs must be in the English language only
- All dimension information must be shown in English units
- All material submitted must be easily reproducible by conventional photocopying machines
- SOQs must be printed on "8 ½ x 11" paper (except where otherwise permitted)
- SOQs must use the font type and size of Arial or Times New Roman 12 point (except where otherwise permitted)
- SOQs must include a table of contents
- SOQs must include tabbed sections
- SOQs must not be more than 30-40 pages. This page limitation does not include SOQ covers, table of contents, resumes, disclosure of legal and administrative proceedings and financial condition, financial statements, tab dividers, and RFQ Forms.
- SOQs containing unnecessarily elaborate art work are discouraged
- SOQ binders should not be bespoke; the Respondent must use standard three-ring binders

Respondents must ensure that each individual section, each individual appendix, and also the ring-binders are clearly labeled and identified with, as a minimum, the name of the Respondent and the title "**EWR Terminal A Redevelopment Project SOQ.**"

2.2. SOQ Electronic Copy

All submitted electronic files must be in portable document format (pdf) with no file protection or password protection applied. The flash drive must contain in electronic format the full content of the original SOQ submission, including financial information. The electronic copy must not be a scanned copy of the Respondent's SOQ. Each Part and each appendix must be presented as a separate pdf file, each having the filename structure "EWR Terminal A SOQ [Respondent Name] Part XX.pdf" or "EWR Terminal A SOQ [Respondent Name] Appendix XX.pdf" where [Respondent's Name] indicates the name of the Respondent and XX denotes the relevant Part or appendix reference of the submittal. The flash drive itself or the container in which the flash drive is stored must be labeled with the text "EWR Terminal A SOQ" plus the date of issue of the flash drive and the Respondent's name. The label may be a tag attached to the flash drive. The flash drive must be submitted within the ring-binder holding the Parts of the signed original SOQ submission.

If there is any discrepancy between the content of the flash drive and the content of the hard copy submission, the content of the signed original SOQ (submitted on paper) will take precedence.

3. SOQ SUBMITTAL REQUIREMENTS

3.1. Part 1: SOQ Submittal Requirements

The SOQ must contain two separately labeled parts:

- Part 1 of the SOQ will be divided into four sections: (1) Legal; (2) Technical Qualifications; (3) Financial Information; and (4) Comments on Project Works and Geotechnical Site Investigations. Part 1 (except Financial Information and Comments on Project Works and Geotechnical Site Investigations) may be submitted in one binder, or as needed, two binders. Each section must be subdivided by distinguishable tabs as needed and described below.
- Part 2 of the SOQ will contain any information for which a Respondent requests confidential and proprietary status.

SOQ Submittal Requirements Checklist	
Part 1, Section 1- Legal	
<input type="checkbox"/>	Certificate of Authorization (Form A)
<input type="checkbox"/>	Agreement on Terms of Discussion (Form B)
<input type="checkbox"/>	Respondent Team's Profile
<input type="checkbox"/>	Evidence of electronic submittal of Background Qualifications Questionnaire (BQQ)
<input type="checkbox"/>	Copy of Executed Agreements (if applicable)
<input type="checkbox"/>	Copy of Teaming Agreement (if applicable)
<input type="checkbox"/>	Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)
Part 1, Section 2- Technical Qualifications	
<input type="checkbox"/>	Respondent's Organizational Structure
<input type="checkbox"/>	Respondent's Team Experience (Forms C, D, E, F)
<input type="checkbox"/>	Key Project Staff (Forms H and I)
<input type="checkbox"/>	Project Understanding and Approach
<input type="checkbox"/>	Safety

Part 1, Section 3- Financial Information (to be included in a separate binder)	
<input type="checkbox"/>	Surety Letters
<input type="checkbox"/>	Financial Statements, Information, and Letters
Part 1, Section 4- Comments on the Project Works and Geotechnical Site Investigations (to be included in a separate sealed envelope)	
<input type="checkbox"/>	Comments on the Project Works
<input type="checkbox"/>	Geotechnical Site Investigations Questionnaire

All Part 1 submittals must contain the following components, submitted in the order listed immediately below:

Organization of the SOQ and List of Submittal Requirements	
Part 1, Section 1- General Information	
SOQ Transmittal Letter	<p>Provide an SOQ Transmittal Letter on Respondent's letterhead that formally conveys the SOQ to the Port Authority. The SOQ Transmittal Letter must be signed by the Respondent's Designated Representative who is empowered to sign such material and to commit the Respondent to the obligations contained in the SOQ. The Respondent must also submit the Certification of Authorization (Form A) attesting to this authorization. If the Respondent is a consortium, partnership, or any other form of joint venture, an authorized representative for each Lead Member must sign the SOQ Transmittal Letter. If the Respondent is a corporation or a limited liability corporation, an authorized officer must sign their name and indicate their title beneath the full corporate name. Anyone signing the SOQ Transmittal Letter as an agent must file with it legal evidence of their authority to execute such letter. The Designated Representative must sign all forms that require the signature of the Respondent.</p> <p>The SOQ Transmittal Letter must include: (a) the names, addresses, phone numbers, and e-mail addresses of Respondent's authorized representatives; (b) the name of all Lead Members, Lead Contractor, Lead Designer, and Named Contractors (if any); and (c) the identity of the individuals who will be the signatories to the Design-Build Contract, if awarded to Respondent, including titles, addresses, phone numbers, and e-mail addresses.</p> <p>Lead Contractor, the Lead Designer, and Named Contractor (if any) must be appropriately registered and licensed pursuant to the law of the State of New Jersey. As evidence of its compliance with the foregoing statutory requirements, each Respondent must provide a copy of the appropriate licenses and certificates of registration.</p> <p>A Respondent must submit a copy of the Agreement on Terms of Discussion (Form B) signed by the Designated Representative (Signatory) of the Respondent. The Agreement must be submitted without any alterations or deviations. Signatories to the Agreement by authorized representatives must follow the same requirements as set forth above for the SOQ Transmittal Letter.</p>
Respondent's Team Profile	<p>The Respondent must provide a profile that must include a general description of Respondent, the Lead Member, Lead Contractor, Lead Designer, and Named Contractor (if any), indicating their lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses. Each entity must also provide a general description of its collective experience in design-build and other alternative project delivery methods.</p> <p>In addition to the general description required above, the Respondent must provide the following:</p>

	<ul style="list-style-type: none"> ▪ Respondent’s full legal name, tax identification number, where and when the entity was organized, and main office address of the entity that proposes to enter into the Design-Build Contract. ▪ Confirmation of how Respondent is or will be legally structured (i.e., as a corporation, limited liability company (LLC), consortium, partnership or any other form of joint venture. ▪ If Respondent is a limited liability company, consortium, partnership or any other form of joint venture, identify each Lead Member and specify percentages of ownership by each Lead Member, and roles of each Lead Member. ▪ If Respondent is a limited liability company, consortium, partnership or any other form of joint venture, provide a notarized Power of Attorney executed by each Lead Member authorizing Respondent’s Designated Representative to sign for and on behalf of Respondent and its Lead Members. ▪ The name of Respondent’s Designated Representative, address, telephone number, and e-mail address. ▪ If the Respondent or any Lead Member is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. If a subsidiary is newly created for the purposes of responding to the RFQ, the reasons for this action must be fully disclosed.
<p>Evidence of Submittal of Background Qualification Questionnaire (BQQ)</p>	<p>Respondent, and each Lead Member, Lead Contractor, Lead Designer and Named Contractor must submit a fully completed Background Qualification Questionnaire (BQQ) to the Port Authority’s Office of Inspector General as soon as possible, but not later than January 27, 2017. This document and instructions for submitting the BQQ can be found at http://www.panynj.gov/inspector-general/pdf/PANYNJ-BQQ-CNC-Instructions-Apr15.pdf.</p> <p>Respondent must submit evidence that Respondent, and each Lead Member, Lead Contractor, Lead Designer and Named Contractor has submitted the Background Qualification Questionnaire (BQQ) to the Port Authority’s Office of Inspector General (OIG). Evidence of the Respondent’s submission must be an email from the OIG confirming receipt of the submission.</p>
<p>Copy of Executed Agreement (if applicable)</p>	<p>If the Respondent is a legally constituted limited liability company, a consortium, partnership or any other form of joint venture, the SOQ must contain copies of the executed and binding limited liability operating agreement, or partnership, consortium or joint venture agreement. If the Respondent has not yet executed any binding agreements, the SOQ must contain a summary of the key terms of the anticipated agreement.</p>
<p>Copy of Teaming Agreement (if applicable)</p>	<p>If the Respondent is a limited liability company, a consortium, partnership or any other form of joint venture, and has not yet resulted in an executed and binding limited liability operating agreement, or partnership, consortium or joint venture agreement,</p>

	<p>the SOQ must contain an executed teaming agreement among the Lead Members.</p>
<p>Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)</p>	<p>If the Respondent is a consortium, partnership or any other form of joint venture, the SOQ must include a letter signed by an authorized representative of each Lead Member acknowledging that the Lead Member will be required to provide evidence of joint and several liability to the Port Authority for all of the Respondent's obligations under the Design-Build Contract.</p> <p>If Respondent is a limited liability company formed or to be formed for the Project, the SOQ must include a letter signed by an authorized representative of each Lead Member acknowledging that such Lead Member will be required to provide to the Port Authority an irrevocable absolute and unconditional guarantee of all of Respondent's obligations under the Design-Build Contract.</p>

Part 1, Section 2- Technical Qualifications

Respondent's Organizational Structure	<p>Provide an overview and description of Respondent's Team organization. At a minimum:</p> <ul style="list-style-type: none">▪ Provide an organizational chart showing Respondent's proposed organizational and management structure that clearly identifies which members of Respondent's Team are responsible for the major functions to be performed. Any narrative and graphics must identify the roles and responsibilities of Respondent, the Lead Contractor, Lead Designer, Named Contractor (if any), and Key Project Staff. The organizational chart may be "8½" x 11" or "11" x 17" paper, folded to "8½" x 11" inch size.▪ Identify all Named Contractors and provide a brief summary to enable the Port Authority to understand such member's proposed role for the Project.▪ Describe the roles, responsibilities, functional arrangements, and reporting relationships between and among the members of Respondent's Team that will be used to manage, design, and construct the Project.▪ Describe the philosophy and approach for resolving disputes and/or disagreements within Respondent's Team.▪ Explain Respondent's rationale for selecting its proposed organizational and management structure and how such will achieve the Project's Objectives and deliver a successful project.
Experience of Respondent's Team	<p>Submit the following information regarding the performance history and experience of Respondent's Team on projects of similar size, complexity, challenges and functionality as this Project.</p> <ol style="list-style-type: none">1. Narrative and/or graphics (5 single-sided pages or less) that demonstrate that the Lead Contractor and Lead Designer have successfully completed large and complex projects over the past ten years. Those projects where Lead Contractor, Lead Designer, or Named Contractors have previously worked together should be clearly identified.2. For each designated Lead Contractor, provide the following details on up to four (4) representative projects (Reference Projects) that are in excess of \$200 million in contract value and have been completed or started within the last ten years. The requested information must be provided for each project in a format consistent with Form C (Lead Contractor Experience).<ul style="list-style-type: none">▪ The name, location, and description of the project.▪ The name of the client/owner, the name and phone number and e-mail address for a person representing the client/owner who was responsible for the project.▪ The overall contract value of the project and the contract value of the Lead Contractor's related work.

	<ul style="list-style-type: none"> ▪ The project's awarded construction cost, and its final completed construction cost. Describe any differences. ▪ The date the project started, the construction duration, and the actual project completion date, as compared to the planned completion date at the time of award. ▪ The delivery method (i.e., design-bid-build, CM-at-risk, design-build, etc.) under which the project was designed and constructed. ▪ If a joint venture or other form of organizational structure other than a corporation, indicate percentage of each partner/member. ▪ An explanation of any significant problems that affected the price and/or schedule of the Lead Contractor's work which arose during the project and how those problems were resolved. ▪ A summary of the relevant technical elements of the project. ▪ A description of the significant challenges encountered during the project's implementation. ▪ References that can attest to the Lead Contractor's performance, including name, affiliation, address, phone number, and e-mail address. <p>3. For the Lead Designer, provide the details required above for Lead Contractors on three (3) representative projects that are in excess of \$200 million and have been completed or started within the last ten years. The requested information must be provided for each project in a format consistent with Form D (Lead Designer Experience).</p> <p>4. For each Named Contractor, provide the same details required above for Lead Contractors on two (2) representative projects that have been completed or started within the last ten years. The requested information must be provided for each project in a format consistent with either Form E (Named Contractor Experience - Construction) if the Named Contractor is providing construction services or Form F (Named Contractor Experience - Design) if the Named Contractor is providing design services.</p> <p>5. For each designated Lead Contractor, a completed Form G (MBE/WBE Performance History) that documents MBE/WBE participation and compliance with achieving established MBE/WBE performance goals on the representative projects identified on Form C.</p> <p>Although it is the Respondent's choice as to what projects it wishes to highlight, the Port Authority is particularly interested in understanding any of Respondent's Team experiences on:</p> <ul style="list-style-type: none"> ▪ Projects which achieved LEED silver or gold certification.
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	<ul style="list-style-type: none"> ▪ Major vertical infrastructure projects in dense urban environments. ▪ Design-build projects.
<p>Key Project Staff</p>	<p>Submit the following information regarding the qualification and experience of individuals proposed by Respondent as Key Project Staff:</p> <ol style="list-style-type: none"> 1. Narrative and/or graphics (3 single-sided pages or less) identifying the Key Project Staff and their company affiliation within Respondent's Team. 2. Resumes with appropriate details and work history for those individuals from Respondent's Team who will perform the following key responsibilities on a full-time basis on the Project: <ul style="list-style-type: none"> ▪ <u>Project Executive</u>: The Project Executive will have overall responsibility for executing the Design-Build Contract. ▪ <u>Project Manager</u>: The Project Manager will be responsible for managing the design, construction, and contract administration of the Project. ▪ <u>Deputy Project Manager</u>: The Deputy Project Manager will perform duties delegated to them by the Project Manager. ▪ <u>Design/Construction Interface Manager</u>: The Design/Construction Interface manager will be a liaison between the Design Manager, Construction Manager, Project Director, and the Port Authority. ▪ <u>Design Manager</u>: The Design Manager will be responsible for key design activities and decisions. ▪ <u>Construction Manager</u>: The Construction Manager, who will be responsible for implementation of the design during construction and for all construction activities. 3. For each Reference Project listed in Forms B and C, provide a summary table (Form H) to cross-reference the Respondent's Team (i.e., entities and Key Project Staff) to the Reference Projects. <p>Resumes must include, but not be limited to, the information requested on Form G for each such person. For each of the Key Project Staff identified, indicate on which, if any, of the Reference Projects that person played a key role and identify their role. Each resume must include a narrative that describes the individual's academic and professional qualifications, professional registration (as applicable), and experience as it relates to the Project and to the individual's proposed role.</p>

	Each resume must also include three (3) references, including the name, affiliation, address, telephone number and email address for each.
Project Understanding and Approach	<p>Submit information that demonstrates Respondent's understanding of the Project, the Port Authority's Project Objectives as set forth in the RFQ, and how the Respondent's organization will promote innovation in design and contribute to the success of the Project. This information must include:</p> <ul style="list-style-type: none"> ▪ Respondent's approach to advancing the design of the Project in a creative manner; ▪ Respondent's plans for interfacing with the Port Authority; ▪ Respondent's proposed method for managing the Project schedule and budget so that the Respondent will meet agreed upon completion dates. ▪ Respondent's identification of any potential Project risks, constraints, issues, or special requirements. <p>The presentation and format of the Respondent's project understanding is at the discretion of the Respondent.</p>
Safety	<p>Submit the following information concerning the safety record of Respondent and Lead Contractor:</p> <ul style="list-style-type: none"> ▪ The most recent three years of Workers' Compensation Experience Modification Ratio (EMR) and/or Experience Modification Factor (EMF). The EMR/EMF is the workers' compensation insurance premium adjustment factor that has been calculated by the National Council on Compensation Insurance, Inc., or other similar advisory organization or rating bureau. The EMR/EMF is calculated by comparing a company's actual workers' compensation loss data against average loss data for other employers in the same state who share the same industry classification code. ▪ If the rate is above 1.0, at any time over the past three years, a written explanation must be provided. ▪ The completed Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses, for the past three (3) years.
Part 1, Section 3- Financial Information (to be submitted separately from other Parts)	
Surety Letters	<p>Respondent must submit a notarized letters from its surety (or sureties) verifying that Respondent has a minimum bonding capacity of \$1,000,000,000 available for this Project for separate performance and payment bonds.</p> <p>(a) The surety company must be rated AA-/Aa3 by two nationally recognized rating agencies or at least A-VIII by A.M. Best and Company, be listed on Treasury Department Circular 570 and be on the list of companies approved by the State of New York or the</p>

	<p>State of New Jersey; and</p> <p>(b) Letters indicating “unlimited” bonding or security capability are not acceptable.</p>
<p>Financial Statements, Information, and Letters</p>	<p>The Respondent must provide:</p> <p>(a) Financial statements for the Respondent and Lead Members for the three most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP). If the Respondent is a newly formed entity and does not have independent financial statements, financial statements for the Lead Members will be sufficient (and the Respondent must expressly state that the Respondent is a newly formed entity and does not have independent financial statements). Financial statements must be provided in U.S. dollars where practicable, but financial statements in other currencies will be considered, provided that the Respondent provides a letter from a certified public accountant of the applicable entity, stating the rates of conversion as of the date of the statements, as well as current rates of conversion, and providing U.S. dollar values and descriptions in U.S terminology for significant line items in the financial statements based on the rate of conversion as of the statement date. If audited financials are not available for an equity owner, the SOQ must include unaudited financials for such member, certified as true, correct and accurate by the chief financial officer or treasurer of the entity. Respondents are advised that if a Lead Member does not have audited financials, or if it fails to meet the minimum financial requirements stated in the RFP, the Port Authority may require a guaranty of the Design-Build Contract to be provided by a separate entity acceptable to the Port Authority.</p> <p>Required financial statements include:</p> <ul style="list-style-type: none"> (i) Opinion letter (auditor's report); (ii) Balance sheet; (iii) Income statement; (iv) Statement of changes in cash flow; and (v) Footnotes. <p>(b) If any entity for which financial information is submitted as required hereby files reports with the Securities and Exchange Commission, then these financial statements must be provided through a copy of their annual report on Form 10-K. For all subsequent quarters, provide a copy of any report filed on Form 10-Q or Form 8-K which has been filed since the latest filed Form 10-K.</p>

	<p>(c) Provide information regarding any material changes in the financial condition of the Respondent and each Lead Member for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Respondent or equity member, as applicable, must provide a letter from its chief financial officer or treasurer so certifying.</p> <p>(d) If any Lead Member or Lead Contractor has experienced one or more of the following incidences over the past five (5) years, Respondent must provide a narrative (3 pages or less) to describe and/or explain the circumstances associated with such incidence:</p> <ul style="list-style-type: none"> ▪ Any contract has been terminated for default. ▪ Any criminal conviction, and any violation of any federal, state, or local statute or regulation, or of any court order addressing or governing antitrust, public contracting, employment discrimination, false claims, or prevailing wages. ▪ Any debarment, or any consideration for debarment, on public contracts by the federal, state, or local government, or by any agency of such government. <p>(e) Lead Members and Lead Contractors must disclose any outstanding or threatened litigation or regulatory action or investigation that could adversely impact such entity's financial condition or ability to carry out and complete the obligations of the Design-Builder under the Design-Build Contract.</p> <p>(f) If financial statements are prepared in accordance with principles other than U.S. GAAP, provide a letter from the certified public accountant of the applicable entity discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.</p> <p>(g) Provide a letter from the chief financial officer or treasurer of the entity or certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities.</p> <p>(h) Respondents are advised that the Port Authority may, in its discretion, based upon the review of the financial statements included in the SOQ, specify that an acceptable guarantor is required as a condition of a Respondent's placement on the Shortlist, in which event the Respondent will be required to provide information regarding the proposed guarantor as required by the Port Authority, before a decision will be made regarding placement on the Shortlist.</p> <p>(i) Information must be packaged separately for each separate entity with a cover sheet identifying the name of the organization, its role in the Respondent's</p>
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	organization and North American Industry Classification System (NAICS) Code.
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Part 1, Section 4- Comments on Project Works and Geotechnical Site Investigations (to be submitted separately from other Parts)

Responses to these items are voluntary and will not affect the evaluation of the Respondent's SOQ. Specifically, these Responses will not be reviewed by the Port Authority until the announcement of the Shortlist Respondents. Responses should be limited to items that Respondents believe will enhance the procurement process and allow for cost-competitive and creative proposals. Comments on the evaluation and selection criteria for the RFP will not be accepted.

<p>Project Works</p>	<p>Respondents may wish to provide comments via responses to this RFQ on the Project Works. We will review this information and may incorporate reasonable and acceptable suggestions in the RFP and the draft Design-Build Contract. Respondents are encouraged to provide comments related to any or all of the following:</p> <p>(1) the procurement schedule and the amount of time necessary between execution of a Design-Build Contract and the notice to proceed;</p> <p>(2) development of performance standards for the Project;</p> <p>(3) key technical issues that need to be further developed or resolved prior to issuing the draft RFP or execution of the Design-Build Contract;</p> <p>(4) comments related to aspects of the Project you feel may need refinement prior to issuance of the RFP;</p> <p>(5) bonding and Design-Build Contract security requirements; and</p> <p>(6) any other initial observations, concerns, or insights surrounding the Project that the Respondent would like to share with us.</p>
<p>Geotechnical Site Investigations Questionnaire</p>	<p>Please detail any additional geotechnical site investigations that the Port Authority should consider completing during the RFP Phase to allow the Shortlisted Respondents to provide a binding lump sum price and to appropriately analyze the Project risk profile as it relates to geotechnical site conditions.</p>

3.2. Part 2: Submittal Requirements for Confidential and Proprietary Information

All information submitted in response to this RFQ is subject to the Port Authority's Public Records Access Policy, which generally mandates the disclosure of documents in the Port Authority's possession upon the request of any person, unless the content of the document falls under a specific exemption to disclosure. This Section sets forth the requirements for Part 2 of the submittal that will contain any SOQ material for which the Respondent requests confidential and proprietary status.

- A. The first page of each binder for Part 2 must contain a page executed by the Respondent that sets forth the specific items that the Respondent deems confidential, trade secret or proprietary information protected from disclosure under applicable laws. Each entry must list the specific legal basis that the Respondent believes would protect that item from public disclosure. Blanket designations that do not identify the specific information will not be acceptable. This list is intended to inform us as to the confidential nature of a Respondent's SOQ, but such list will not be binding on the Port Authority or determinative of any issue relating to confidentiality.

- B. The Respondent must separate the items included in Part 2 into technical information, and financial information and submit these two types of information in two separate binders. The Respondent must label these binders “Part 2: Confidential Proprietary Information—Technical,” and “Part 2: Confidential Proprietary Information—Financial,” as appropriate.
- C. We will consider the Respondent to have waived any claim of confidentiality and exemption from public disclosure for any materials placed in any location in the SOQ other than in Part 2, even if the Respondent includes that item in the list described in this section.

RFQ FORMS

Form A Certificate of Authorization

I, _____, a resident of _____ in the State of _____, DO HEREBY CERTIFY that I am the Clerk/Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of _____; that I have custody of the records of the corporation; and that as of the date of this certification, _____ holds the title of _____ of the corporation, and is authorized to execute and deliver in the name and on behalf of the corporation the Statement of Qualifications ("SOQ") submitted by the corporation in response to the Request for Qualifications for the EWR Terminal A Redevelopment Project issued on December 23, 2016, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the corporation in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the corporation this _____ day of _____ 2017.

[Affix Seal Here]

Clerk/Secretary

** Note: Separate certifications shall be submitted if more than one corporate officer has executed documents as part of the SOQ. Respondents shall make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States*

Form B Agreement on Terms of Discussion

The Port Authority's receipt or discussion of any information (including information contained in any proposal, vendor qualification(s), 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 the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Public Records Access Policy adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://corpinfo.panynj.gov/documents/Access-to-Port-Authority-Public-Records/>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Entity)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE

Form C Lead Contractor Experience

Provide information requested in Appendix C, Part 1, Section 2 in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified.

PROJECT EXPERIENCE SUMMARY

Firm Name				
Project Name and Location				
Role and Responsibility				
Name of Prime or General Contractor				
Delivery Method	<input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> CM at Risk <input type="checkbox"/> Other			
Contractual Relationship	<input type="checkbox"/> Prime <input type="checkbox"/> Lead Member <input type="checkbox"/> Subcontractor			
% Equity Share (if any)				
Total Contract Value	At Award	Final or Estimated		
Value of Work by this Lead Contractor	At Award	Final or Estimated		
Contract Duration	At Award	Final or Forecast		
Contract Completion Date	Actual	Forecast		
Project Owner				
Owner Contact Information	Name	Address	Phone Number	Email Address

PROJECT REFERENCE

Name _____

Address _____

Telephone _____

Number _____

Fax Number _____

Email Address _____

OTHER RESPONDENT TEAM MEMBERS INVOLVED WITH THIS PROJECT

Name	Location (City and State)	Role

Project Description and Narrative:
Narrative; limit 1 page

Form D Lead Designer Experience

Provide information requested in Appendix C, Part 1, Section 2 in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified.

PROJECT EXPERIENCE SUMMARY

Firm Name			
Project Name and Location			
Role and Responsibility			
Name of Prime or General Contractor			
Delivery Method	<input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> CM at Risk <input type="checkbox"/> Other		
Contractual Relationship	<input type="checkbox"/> Prime <input type="checkbox"/> Lead Member <input type="checkbox"/> Subcontractor		
% Equity Share (if any)			
Total Contract Value	At Award	Final or Estimated	
Value of Work by this Lead Contractor	At Award	Final or Estimated	
Contract Duration	At Award	Final or Forecast	
Contract Completion Date	Actual	Forecast	
Project Owner			
Owner Contact Information	Name	Address	Phone Number
			Email Address

PROJECT REFERENCE

Name _____

Address _____

Telephone _____

Number _____

Fax Number _____

Email Address _____

OTHER RESPONDENT TEAM MEMBERS INVOLVED WITH THIS PROJECT

Name	Location (City and State)	Role

Project Description and Narrative:
Narrative; limit 1 page

Form E Named Contractor Experience (Construction)

Provide information requested in Appendix C, Part 1, Section 2 in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified.

PROJECT EXPERIENCE SUMMARY

Firm Name			
Project Name and Location			
Role and Responsibility			
Name of Prime or General Contractor			
Delivery Method	<input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> CM at Risk <input type="checkbox"/> Other		
Contractual Relationship	<input type="checkbox"/> Prime <input type="checkbox"/> Lead Member <input type="checkbox"/> Subcontractor		
% Equity Share (if any)			
Total Contract Value	At Award	Final or Estimated	
Value of Work by this Lead Contractor	At Award	Final or Estimated	
Contract Duration	At Award	Final or Forecast	
Contract Completion Date	Actual	Forecast	
Project Owner			
Owner Contact Information	Name	Address	Phone Number
			Email Address

PROJECT REFERENCE

Name _____

Address _____

Telephone _____

Number _____

Fax Number _____

Email Address _____

OTHER RESPONDENT TEAM MEMBERS INVOLVED WITH THIS PROJECT

Name	Location (City and State)	Role

Project Description and Narrative:
Narrative; limit 1 page

Form F Named Contractor Experience (Design)

Provide information requested in Appendix C, Part 1, Section 2 in a format similar to that shown below. This form may be duplicated for additional Reference Projects. Supplemental sheets may be attached with reference project number and category identified.

PROJECT EXPERIENCE SUMMARY

Firm Name			
Project Name and Location			
Role and Responsibility			
Name of Prime or General Contractor			
Delivery Method	<input type="checkbox"/> Design-Build <input type="checkbox"/> Design-Bid-Build <input type="checkbox"/> CM at Risk <input type="checkbox"/> Other		
Contractual Relationship	<input type="checkbox"/> Prime <input type="checkbox"/> Lead Member <input type="checkbox"/> Subcontractor		
% Equity Share (if any)			
Total Contract Value	At Award	Final or Estimated	
Value of Work by this Lead Contractor	At Award	Final or Estimated	
Contract Duration	At Award	Final or Forecast	
Contract Completion Date	Actual	Forecast	
Project Owner			
Owner Contact Information	Name	Address	Phone Number Email Address

PROJECT REFERENCE

Name _____

Address _____

Telephone _____

Number _____

Fax Number _____

Email Address _____

OTHER RESPONDENT TEAM MEMBERS INVOLVED WITH THIS PROJECT

Name	Location (City and State)	Role

Project Description and Narrative:
Narrative; limit 1 page

Form G MBE/WBE Performance History

PART A. SUMMARY OF PAST MBE/WBE PERFORMANCE

Respondent			
Firm Name			
Project Role			
Project Name	1.	2.	3.
Project Location	1.	2.	3.
Contract Amount (\$)	1.	2.	3.
Advertised MBE/WBE goal (%)	1.	2.	3.
MBE/WBE Waiver Requested? <i>[if 'Yes,' complete Part B]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contract MBE/WBE Goal (%)			
MBE/WBE Participation Achieved (%)	1.	2.	3.
MBE/WBE Goal Achieved? <i>[if 'No,' complete Part B]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Owner Reference			
Name	1.	2.	3.
Telephone Number	1.	2.	3.
Fax Number	1.	2.	3.
Email Address	1.	2.	3.

PART B. NON-ATTAINMENT OF MBE/WBE GOALS

Respondent

Name of Firm

Contract Role

Lead Contractor

Lead Designer

Project Name

Explanation:

Form H Key Project Staff Work Experience

Please provide the following information, along with all other required information as required in Appendix C, Part 1, Section 2 for each Key Project Staff identified as part of this SOQ.

RESUMES OF KEY PROJECT STAFF FOR THIS CONTRACT

Name	Role in this Contract	Years of Experience	
		Total	With Current Firm

Firm Name and Location (City and State)

Education	Current Professional Registration (State and Discipline)
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Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.)

RELEVANT PROJECTS

a	Title and Location (City and State)	Year completed	
		Professional Services	Construction (if applicable)
	Brief Description (brief scope, size, cost, etc.) and Specific Role	<input type="checkbox"/> Check if project performed with current firm	
b	Title and Location (City and State)	Year completed	
		Professional Services	Construction (if applicable)
	Brief Description (brief scope, size, cost, etc.) and Specific Role	<input type="checkbox"/> Check if project performed with current firm	

	Title and Location (City and State)	Year completed	
		Professional Services	Construction (if applicable)
c	Brief Description (brief scope, size, cost, etc.) and Specific Role	<input type="checkbox"/> Check if project performed with current firm	
	Title and Location (City and State)	Year completed	
		Professional Services	Construction (if applicable)
d	Brief Description (brief scope, size, cost, etc.) and Specific Role	<input type="checkbox"/> Check if project performed with current firm	
	Title and Location (City and State)	Year completed	
		Professional Services	Construction (if applicable)
e	Brief Description (brief scope, size, cost, etc.) and Specific Role	<input type="checkbox"/> Check if project performed with current firm	

REFERENCES

Name	Affiliation	Address	Telephone Number	Email

Form I Key Project Staff Project Experience

NAME OF PROJECT STAFF MEMBER	ROLE IN THIS CONTRACT	EXAMPLE PROJECTS LISTED IN PROPOSAL (CROSS-REFERENCE WITH KEY, BELOW)						
		1	2	3	4	5	6	7
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Reference Project Key (cross-reference with projects listed in Forms C, D, E and F)

NO.	Name of Reference Project
1	
2	
3	
4	
5	
6	
7	

Form J Financial Status

LEAD MEMBERS AND LEAD CONTRACTORS

	NAME	EQUITY INTEREST
Lead Member #1		
Lead Member #2		
Lead Member #3		
Lead Contractor #1		
Lead Contractor #2		

SUMMARY BALANCE SHEET

Lead Member/Lead Contractor Name*

Current Assets	Amount
Available Cash	\$ _____
Notes Receivable	\$ _____
Accounts Receivable	\$ _____
Inventories	\$ _____
Other Current Assets (specify below)	\$ _____
Total Current Assets	\$ _____
Current Liabilities	
Notes and Mortgages Payable	\$ _____
Accounts Payable	\$ _____
Other Current Liabilities (specify below)	\$ _____
Total Current Liabilities	\$ _____
SUMMARY NET WORTH	\$ _____

* Complete separate Balance Sheet for each Lead Member or Lead Contractor above

Form K Bank Credit Reference

Please provide the following information for Lead Members and Lead Contractors

Bank Reference for _____ (Entity)

Name of banking organization: _____

Address: _____

Contact Individual: _____

Phone: _____ Fax: _____

Please answer the following questions:

1. Has your organization extended credit to the Entity in the past five years?
2. Has the Entity ever defaulted on a loan with your institution?
3. Has the Entity's credit history included any instances of delinquent payments?
4. To your knowledge, has the Entity ever filed for bankruptcy or been involved in any bankruptcy proceedings?
5. To your knowledge, have any of the corporate officers of the Entity ever been in default on a loan?
6. To your knowledge, has any creditor ever filed any criminal charges against the Entity?

7. Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution.

8. Overall, how would you rank the financial stability or credit worthiness of the Entity (e.g. excellent, good, satisfactory, poor)?

Signature

Date