

# **THE PORT AUTHORITY** OF NY & NJ

**Request for Qualifications (RFQ) No. 49625**

**For Operations, Maintenance and  
Concession Management Services Relating to  
The Newark Liberty International Airport  
Terminal A Redevelopment Project**

**Release Date:**

May 8, 2017

**SOQ Submission Closing Time:**

2:00 p.m. local time on Wednesday, May 31, 2017

# REQUEST FOR QUALIFICATIONS

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- APPENDIX A**      Definitions, Abbreviations and Interpretation
- APPENDIX B**      Procurement Process Terms and Conditions
- APPENDIX C**      SOQ Content and Submittal Requirements

**RFQ Forms:**

- Form A**              Certificate of Authorization
- Form B**              Agreement on Terms of Discussion
- Form C**              Certification of No Investigation and Performance on Prior Contracts
- Form D**              Operations and Maintenance Qualifications and Experience
- Form E**              Concessions Management Qualifications and Experience
- Form F**              Key Personnel Information, Resumes and Experience
- Form G**              Financial Status
- Form H**              Bank Credit Reference

## **ABOUT THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY**

The Port Authority of New York & New Jersey is a bi-state body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of Congress of the United States of America. 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 these 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 this result will 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 Authority.

The Port Authority's facilities include two tunnels and four bridges between the States of New York and New Jersey, the Hudson Tubes facility, 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

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### 1.1 The Opportunity

Through this RFQ, we are seeking to prequalify a limited number of qualified Respondents who we will invite to participate in a subsequent Request for Proposals (RFP) process that we expect to commence in June 2017. At the conclusion of the RFP Phase we expect that the Respondent that we ultimately select (the "**Preferred Proposer**") will enter into the following agreements with us to deliver the following services (the "**Terminal Operator Services**"):

- (a) an Advisory Agreement to provide Advisory Services in connection with our procurement and selection of the Design-Builder for the Design-Build Project, and subsequently during the design and construction phase of the Design-Build Project as further described in Section 2.1 (*Redevelopment Program Overview*) and Section 3 (*Procurement of the Design-Builder*); and
- (b) prior to the expiration of the Advisory Agreement, an Operations, Maintenance and Concessions Agreement (the "**OM&C Agreement**") to perform the "**OM&C Services**", which consist of:
  - (i) Existing Terminal O&M Services;
  - (ii) Existing Terminal Concession Management Services;
  - (iii) New Terminal O&M Services; and
  - (iv) New Terminal Concession Management Services.

The inclusion of the Advisory Services in the Terminal Operator Services reflects the unanimous industry feedback of the importance of engaging the Terminal Operator to serve as our strategic partner during the procurement and selection of the New Terminal's Design-Builder and throughout the design process in order to maximize innovation, life cycle costs, operational efficiencies, airline expectations, concession revenue generation, and the overall passenger experience, among other key benefits.

### 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 Terminal Operator Services 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 **Port Authority's Objectives for the Terminal Operator Services**

We expect the Proposer who is selected to perform the Terminal Operator Services and enters into the Advisory Agreement and the OM&C Agreement (the "**Terminal Operator**") to bring all of the necessary resources and expertise to meet our objectives for the Terminal Operator Services (the "**Terminal Operator Services Objectives**"), which include, but are not limited to the following:

- (a) provide salient technical and commercial advice during our DB Procurement and throughout the design and construction phase of the Design-Build Project;
- (b) take over operations & maintenance services and concession management services for all or parts of the Existing Terminal following the expiration of agreements with the existing providers until the decommissioning of the Existing Terminal;
- (c) seamlessly commission the New Terminal, transition operations and maintenance of the Existing Terminal and migrate the Existing Terminal's tenants to the New Terminal;
- (d) provide passengers with a world class 21st century customer experience with respect to amenities and retail offerings to ensure the New Terminal is continuously ranked at the top of passenger satisfaction surveys;
- (e) provide quality offerings and facility design in a dynamic and robust retail environment, showcasing the required character and dynamism;
- (f) provide world-class operational management of the New Terminal, including efficient and safe ramp operation, maximized gate utilization, clear wayfinding and efficient passenger movement;
- (g) provide world-class terminal maintenance at the New Terminal, including a robust life cycle asset management program, custodial services and a strong reporting system for maintenance performance;
- (h) integrate retail, dining and commercial development in the New Terminal to maximize the New Terminal's non-airline revenue and revenue per enplanement;
- (i) enable opportunities for the Terminal Operator to invest its capital into the New Terminal's concession program; and
- (j) create opportunities that encourage local business participation in all aspects of the Terminal Operator Services.

### 1.4 **The Respondent**

The Respondent's team should be comprised of one or more firms that may be a joint venture or other legal entity formed (or that will be formed) to perform the Terminal Operator Services.

Note:

- (a) No more than one Terminal O&M Firm and one Terminal Concessions Firm will be allowed on any Respondent's Team. The Terminal O&M Firm and the Terminal Concessions Firm must each be a member of any joint venture or other legal entity formed to act as the Respondent, and the Terminal O&M Firm and the Terminal Concessions Firm will be jointly and severally liable to the Port Authority for all of the Respondent's obligations under the Advisory Agreement and the OM&C Agreement.
- (b) If a single firm will perform the role of Terminal O&M Firm and Terminal Concessions Firm, then references in this RFQ to the Terminal O&M Firm and the Terminal Concessions Firm should be read to mean that single firm.
- (c) The Advisory Services include review of interim submission from the Design-Build Proposers during the DB Procurement, (as further described in Section 3 (*Procurement of the Design-Builder*)) and therefore it is essential that the members of the Respondent's Team and any officer, employee, agent, affiliate, parent, consultant, contractor, licensee, or advisor to any member of the Respondent's Team, as well as the parents and affiliates of such entities, and any other entity associated with a Respondent's Team that may act as a conduit of information between the Terminal Operator and a Design-Build Proposer, are not also a member of any short-listed Design-Build Proposer's team. This principle is without limitation to the collusion and conflict restrictions referred to in Appendix B.

#### 1.5 **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. REDEVELOPMENT PROGRAM INFORMATION

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### 2.1 Redevelopment Program Overview

In March 2016, the Port Authority's Board of Commissioners authorized the Newark Terminal A Redevelopment Program, with a currently estimated total program cost of \$2.3 billion.

The component projects of the Redevelopment Program include the following:

- (a) **New Terminal A - Design-Build Project:** as part of an ongoing procurement (the "**DB Procurement**") we have short-listed three Design-Build Proposers one of which we will select to enter into a Design-Build Agreement by the end of 2017 to design and construct the Design-Build Project as described in more detail in Section 3 (*Procurement of the Design-Builder*).

The major elements of the Design-Build Project consist of:

- (i) the design and construction of a new, approximately one-million-square-foot, LEED Silver, flexible, 33-gate common-use terminal building;
  - (ii) aircraft ramp that will accommodate 13.6 MAP forecast for 2027 and the design capacity of the new terminal;
  - (iii) Frontage road bridge (N60); and
  - (iv) 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.
- (b) Supporting infrastructure projects consist of:
- (i) New Parking Garage, New Toll Plaza & Surface Lot
  - (ii) New Bridge N57, N58, N59 and Utilities
  - (iii) New Bridge N64 & Hotel Road Widening
  - (iv) New Bridge N61, N62, N63 and at-grade roads and landscape
  - (v) Airside Utilities and Paving

The Terminal Operator Services relate only to the Existing Terminal and the New Terminal, and do not relate to the supporting infrastructure projects referred to at (b) above.

### 2.2 Redevelopment Program's Objectives

The Redevelopment Program's Objectives are as follows:

- (a) create an enduring New Terminal that: (1) is smart, timeless, innovative and efficient; (2) embodies the spirit, resiliency, and dynamism of New Jersey and New York; (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;

- (b) maximize the useful life of the New Terminal, while minimizing the total cost of ownership;
- (c) enable world-class operations that provide passengers with a 21st century customer experience, amenities and retail offerings, and enables the New Terminal facilities to rank at the top of passenger satisfaction surveys;
- (d) improve the overall flow of passengers throughout the New Terminal, including integration of contemporary processing functions, space efficiency, and overall customer experience within the New Terminal;
- (e) integrate retail, dining and commercial development in the New Terminal to maximize the New Terminal's non-airline revenue; and
- (f) minimize disruptions to airlines and airline operations during transition and implementation.

### 3. PROCUREMENT OF THE DESIGN-BUILDER

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#### 3.1 The Design-Builder

We are in an active procurement to identify a Design-Builder who will be responsible for the design and construction of the new Terminal A. The Terminal A Project is a component project of the Newark Liberty International Airport - Terminal A Redevelopment Program, and will replace the existing but outmoded terminal with a modern facility that meets increasing passenger levels, accommodates larger aircraft and upgrades all supporting infrastructure – all while providing a flexible configuration and layout to allow for unforeseen changes in passenger demand.

#### 3.2 The DB Procurement Shortlist

In December 2016, we solicited statements of qualifications from firms interested in entering into a contract with us to perform design, construction, and other identified services relating to the Terminal A Project. In April 2017, we shortlisted three teams to become Design-Build Proposers for the RFP phase. These three teams will be asked to submit proposals to both design and construct the New Terminal.

The Design-Build Proposers are:

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<b>Skanska Walsh II</b>	<ul style="list-style-type: none"><li>• Skanska USA Civil Northeast Inc.</li><li>• Walsh Construction Company II</li><li>• HOK Architects, Inc.</li><li>• Skanska USA Building Inc.</li><li>• Johnson, Mirmiran &amp; Thompson (JMT)</li><li>• Dewberry Engineers Inc.</li></ul>
<b>Tutor Perini/Parsons JV</b>	<ul style="list-style-type: none"><li>• Tutor Perini Corporation</li><li>• Parsons Transportation Group Inc.</li><li>• STV Incorporated</li><li>• Grimshaw Architects P.C.</li></ul>
<b>TLV Alliance</b>	<ul style="list-style-type: none"><li>• Turner Construction Company</li><li>• Lendlease (US) Construction LMB Inc.</li><li>• Gensler Architecture, Design &amp; Planning, P.C.</li><li>• VRH Construction Corporation</li><li>• Arup USA, Inc.</li><li>• Thornton Tomasetti, Inc.</li></ul>

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#### 3.3 Terminal Operator's Responsibilities during the Design-Build Procurement

During the DB Procurement, the Terminal Operator will serve as a key project advisor to the Port Authority and perform the following "**DB Procurement Phase Advisory Services**":

- (i) serve as an integrated project advisor on the Port Authority's Design-Build Project team;

- (ii) provide strategic advice on the operations, maintenance and concession optimization of the proposed designs received from the Design-Build Proposers;
- (iii) analyze the key operational risks and opportunities associated with any of the Design-Build Proposers' proposals;
- (iv) as requested by the Port Authority, participate in collaborative dialogue meetings between us and the Design-Build Proposers;
- (v) review and provide timely operations, maintenance and concessionary specific comments on the request for proposals and the Design-Build Agreement (including the DB technical specifications) issued in relation to the DB Procurement;
- (vi) review and provide timely operations, maintenance and concessionary specific comments on any alternative technical concepts ("**ATCs**") submitted by the Design-Build Proposers;
- (vii) review and timely provide operations, maintenance and concessionary specific comments on the interim submittal of proposals ("**ISoPs**") which each Design-Build Proposer is required to submit at certain deadlines during the DB Procurement;
- (viii) review and provide timely operations, maintenance and concessionary specific comments on the Design-Build Proposers' final proposals; and
- (ix) review the preferred Design-Build Proposer's design to ensure the design is operationally and commercially efficient, and satisfies our objectives for the New Terminal from an operational, maintenance and concessionary perspective.

**3.4 Terminal Operator's Responsibilities following selection of the Design-Builder**

Following the conclusion of the DB Procurement, the Terminal Operator will perform the following "**Design and Construction Phase Advisory Services**":

- (i) advise us on the Design-Builder's final design and other related matters for the Design-Build Project from an operations, maintenance and concessionary perspective; and
- (ii) advise us on the transition and migration of the airline and non-airline tenants from the Existing Terminal to the New Terminal.

<b>Terminal Operator Services</b>	<b>Scheduled Dates</b>
<b>Advisory Services</b>	
DB Procurement Phase Advisory Services	July/August 2017 - December 2017
Design and Construction Phase Advisory Services	December 2017 - October 2020

These dates are indicative, and we reserve the right to change the schedule at any time.

#### **4. OPERATIONS, MAINTENANCE AND CONCESSION MANAGEMENT SERVICES**

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The Terminal Operator will be responsible under the OM&C Agreement for all operations and maintenance, and concessions management for the New Terminal and, until its decommissioning, the Existing Terminal. We expect the Terminal Operator will directly employ most of its own staff who will be responsible for the management of the new terminal, including but not limited to operations, maintenance, customer services, security, project management, finance, marketing and communications, procurement, technology, concessions management, baggage handling, ramp management, loading bridge maintenance, human resources, and legal. The Terminal Operator will not assume any Port Authority staff or employees in connection with the OM&C Agreement. The Terminal Operator will be expected to negotiate and enter into direct lease agreements with concessionaires for concession facilities in the New Terminal, which agreements are anticipated to require the applicable lessee to pay the greater of a minimum annual guarantee or percentage rent based on the concessionaire's sales. The Port Authority will enter into lease/gate/space and use agreements with airlines, advertising, and airport-wide wifi providers.

##### **4.1 Existing Terminal O&M Services**

From the expiry of the agreements with the existing O&M service providers at the Existing Terminal (which is expected in December 2019) until the completion of the process of migrating from the Existing Terminal to the New Terminal, the Terminal Operator will perform the following "**Existing Terminal O&M Services**":

- (a) assume responsibility for the Existing Terminal's operations and maintenance services from the existing service providers and provide these services at a satisfactory level until the decommissioning of the Existing Terminal; and
- (b) manage the transition of the airline and non-airline tenants from the Existing Terminal to the New Terminal.

##### **4.2 Existing Terminal Concession Management Services**

From the expiry of the agreements with the existing concession management service providers at the Existing Terminal (which is expected in December 2019) and throughout the process of migrating from the Existing Terminal to the New Terminal, the Terminal Operator will perform the following "**Existing Terminal Concession Management Services**":

- (a) assume and transition responsibility for the Existing Terminal's concession management services from the existing providers; and
- (b) perform overall concession program management at the Existing Terminal at a satisfactory level until the decommissioning of the Existing Terminal.

##### **4.3 New Terminal O&M Services**

The New Terminal facilities will be commissioned in several phases. During and following the commissioning and testing period for each phase of the New Terminal's facilities, and following opening of each phase, the Terminal Operator will perform the following "**New Terminal O&M Services**":

- (a) coordinate with the Port Authority and the Design-Builder on commissioning, testing, integrating and finalizing the Design-Builder's work under the Design-Build Project and coordinate and execute an Operational Readiness Activation and Transition (ORAT) plan;
- (b) after the opening of the first phase of facilities of the New Terminal, manage the day-to-day operations, and maintenance of the New Terminal in accordance with the performance based metrics set out in the OM&C Agreement;
- (c) develop an IT solution for common use operation for the New Terminal with full integration of ticketing, gate, flight, baggage, and passenger information systems;
- (d) take responsibility for various aspects of terminal security, ramp management, and ground handling services, utility connections and obtaining certain required operational permits;
- (e) perform mandatory life-cycle major maintenance improvements throughout the term of the OM&C Agreement and develop a maintenance plan for all assets and systems installed in the terminal; and
- (f) handback the New Terminal Facilities to the Port Authority in a condition that satisfies the handback requirements under the OM&C Agreement.

**4.4 New Terminal Concession Management Services**

Following the opening of the first phase of facilities of the New Terminal, the Terminal Operator will perform the following "**New Terminal Concession Management Services**":

- (a) fit-out of the concession areas and concession common areas;
- (b) overall concession program management;
- (c) development and implementation of a capital investment program in anticipated concession-area leasehold improvements and furniture, fixtures, and equipment; and
- (d) generate maximum revenue and best-in-class revenue per enplaned passengers consistent with best concession management practices.

<b>O&amp;M and Concession Management Services</b>	
Existing Terminal Concession Management Services	Late 2019 - 2022
Existing Terminal O&M Services	Late 2019 - 2022
New Terminal Concession Management Services and New Terminal O&M Services	Commencing 2020

These dates are indicative, and we reserve the right to change the schedule at any time.

## **5. THE NEW TERMINAL'S OPERATING MODEL**

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### **5.1 A Common Use Facilities Approach**

Once completed, the Port Authority, in its capacity as the Airport sponsor and operator of the Airport, will operate the New Terminal on a common use basis, with the possibility of some preferential rights.

We expect that the common use concept of operations for the New Terminal will:

- Allow for the planning and construction of a more efficient set of facilities;
- Permit a more intensive and flexible utilization of these facilities;
- Make possible the maintenance of the facilities at a higher and more uniform standard; and
- Allow tenants – especially airlines – to focus on their core businesses.

We also anticipate that common use systems will include airline operational systems such as check-in, gate counters, baggage handling systems, and aircraft boarding bridges and associated airside features. We expect tenants (airlines and others) will have exclusive use of – and responsibility for the maintenance of limited areas of the New Terminal, such as premium passenger lounges, offices and ramp operations spaces, but will not be responsible for public areas, building mechanical, electrical, and other systems, and entrance vestibules.

### **5.2 New Terminal Concession Program**

In order to achieve the premier, first-class concession program for the New Terminal, we anticipate that the New Terminal will include approximately 51,000 square feet of commercial storefront space, more than doubling the commercial space available in the Existing Terminal. Under our current Indicative Design, approximately 64% of the total commercial storefront space is planned to be located in the main terminal building, after the passenger security checkpoints, which is expected to encourage passengers to dwell in the central retail area and to increase the amounts spent per passenger. In addition, the Indicative Design also includes concession seating areas distributed throughout various parts of the New Terminal which feature concession kiosks and standalone concession spaces intertwined within seating areas.

### **5.3 New Terminal Governance Team**

A governance team for the New Terminal will be led by the Port Authority's Terminal Commercial Manager. Members of the governance team will include airline representatives, and others approved at the discretion of the Port Authority. The Terminal Operator will serve as a member of the New Terminal governance team.

### **5.4 New Terminal Airline Agreements**

We expect to continue our discussions with all of the current airline users of the Existing Terminal with the objective of concluding definitive new Gate Lease/Use Agreements and Space Permits with all prospective airline users of the New Terminal prior to the completion and initial occupancy of any elements of the New Terminal. Under these agreements, each airline will pay rent or use fees directly to the Port Authority as provided for under the applicable agreement. As part of its New Terminal O&M Services, the Terminal Operator will be required to implement the terms and conditions of each Gate Lease/Use Agreement and Space Permit including, but not limited to, scheduling and monitoring use of gates, ticket counters, bag systems.

## 5.5 **New Terminal Non-Aeronautical Revenues**

Besides our share in the concession lease rentals, we anticipate that we will generate certain additional revenues in the New Terminal, including but not limited to advertising fees and telecommunication fees. These types of revenues will not be shared with the Terminal Operator. Additionally, the level of certain pass-through fees, such as common area maintenance fees, marketing fees, and storage fees for tenant goods, will be set by the Terminal Operator subject to Port Authority approval.

## 6. COMMERCIAL FRAMEWORK

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This section sets out the Port Authority's proposed commercial framework and compensation for the Terminal Operator Services. Respondents should include in their SOQ comments or feedback in relation to the proposal set out in this Section 6. Comments and feedback in the SOQs provided in this regard will not be taken into consideration when evaluating the SOQs, however we strongly encourage Respondents to provide thorough feedback on the Commercial Framework to enable us to consider any potential alternatives, issues or concerns as early as possible in the Procurement Process.

### 6.1 The Advisory Agreement

- (a) At the conclusion of this Procurement Process, we intend to enter into an Advisory Agreement with the Preferred Proposer (the "**Advisory Agreement**") which will be the primary agreement defining the scope of Advisory Services to be provided by the Terminal Operator during the Advisory Period. We anticipate that the personnel providing the Advisory Services will include individuals with practical experience delivering services similar to the OM&C Services, and that potentially the same personnel that provide the Advisory Services will subsequently be included in the team delivering the OM&C Services.
- (b) The Terminal Operator will provide the Advisory Services free of charge, on the basis that they will be appropriately compensated through the revenues and fees received under the OM&C Agreement. In the event that the Terminal Operator does not execute the OM&C Agreement they will be compensated in relation to the Advisory Services through a stipend fee or termination payment payable following completion of the Advisory Services. Further details regarding the stipend fee or termination payment will be set out in the RFP.

### 6.2 Terminal OM&C Agreement

We intend to enter into the OM&C Agreement with the Preferred Proposer. The OM&C Agreement will be a performance-based agreement requiring the Terminal Operator to perform the OM&C Services during the OM&C Period. Below is a summary of the anticipated term and compensation structure that will be included in the OM&C Agreement.

- (a) **Term**

The term of the OM&C Agreement will be for 15 years.

- (b) **OM&C Services at the Existing Terminal**

The Terminal Operator will take over the OM&C Services at the Existing Terminal under the same terms that are in place with the existing service providers for the Existing Terminal. We anticipate that the Terminal Operator will start providing OM&C Services at the Existing Terminal in late 2019.

- (c) **Compensation for Terminal Operator Services at the Existing Terminal**

The Terminal Operator will take over the OM&C Services at the Existing Terminal under the same compensation and revenue sharing terms that are in place with the existing service providers for the Existing Terminal. Details of the key features of the Existing Terminal (including concession space, identity of concession tenants and key terms of

existing leases in place with existing concession tenants) as well as the terms in place with the existing service providers will be set out in the RFP. We expect that the Terminal Operator will be able to recover from the airline and non-airline tenants the costs and expenses incurred in connection with managing their transition from the Existing Terminal to the New Terminal.

(d) **Compensation for New Terminal O&M Services – Management Services Fee**

The Terminal Operator will be entitled to a management service fee comprised of two separate components, a base fee and a performance fee, as compensation for the New Terminal O&M Services.

(e) **O&M Reimbursement**

The Terminal Operator will be responsible for invoicing and collecting from the airlines their appropriate pro-rata share of applicable expenses based on an approved budget, and trued up at the end of each budget year based on actual expenses.

(f) **Compensation – Shared Concessions Revenue**

The Terminal Operator will pay the Port Authority the greater of (i) a Minimum Annual Guarantee (MAG) for concessions revenue based on an aggregate figure for the New Terminal as a whole or (ii) a percentage of gross concession revenue. Each Shortlisted Respondent will bid its MAG and the shared percentage of concession revenue in its Proposal. The Terminal Operator will be responsible for performing certain lifecycle maintenance and renewal work involving capital improvements for the common concession areas (outside exclusive concession vendor leaseholds) and the cost will be paid by the Terminal Operator or passed onto the sub-concessionaires, and will not be passed onto the airlines or the Port Authority.

(g) **Capital Investment Plan**

The Terminal Operator will be responsible for submitting to the Terminal Commercial Manager a capital investment plan for the life of the New Terminal. We expect that the investment will be funded either from a fee-based major maintenance reserve fund or by the Port Authority.

### 6.3 **Negotiation and Execution of the OM&C Agreement**

(a) We will commence negotiations with the Terminal Operator promptly after the execution of the Advisory Agreement in order to agree on a final form of the OM&C Agreement based on the terms set out in the RFP and the compensation and revenue sharing terms set out in the Terminal Operator's response to the RFP.

(b) We expect to execute the OM&C Agreement with the Terminal Operator no later than July 2018. However, in the event that, for any reason, we are not able to agree and execute the OM&C Agreement by the end of July 2018, then the Port Authority may (at its absolute discretion) elect to cease negotiations with the Terminal Operator and commence a new procurement for the OM&C Services.

- (c) The compensation and revenue sharing terms submitted by the Preferred Proposer in its Proposal will be binding and will not be subject to adjustment except as set out below:
- (i) The Preferred Proposer may adjust the MAG and concession revenue sharing terms included in its Proposal to reflect changes between the Indicative Design and the final design of the New Terminal to the aggregate area available for use as commercial space as part of the concession program. A formula will be established for determining how MAG and concession revenue sharing terms would change based on changes to the aggregate area available for use as commercial space, and such terms may only be adjusted in accordance with this formula.
  - (ii) The Preferred Proposer may not change its MAG, concession revenue sharing or O&M terms based on revised or updated passenger forecasts. The RFP will contain a passenger forecast which Respondents may use on non-reliance basis. Proposers should exercise additional due diligence relating to passenger forecasts which should be carried out prior to submission of a response to the RFP. No adjustment to the terms set out in the Terminal Operator's Proposal will be accepted based on passenger forecasts.
  - (iii) No adjustment to the management service fee with respect to the O&M Services set out in the Preferred Proposal will be accepted.
  - (iv) The compensation and revenue sharing terms that are in place with the existing service providers for the Existing Terminal will be set out in the RFP. These terms will be incorporated into the OM&C Agreement without adjustment except to the extent set out in the RFP.
- (d) The Respondent should include in its SOQ comments or feedback on the process for negotiating the OM&C Agreement set out in this section. In particular, we would like to know if the Respondent has any reservations offering binding terms relating to compensation and revenue sharing for the OM&C Services subject to adjustment only to reflect changes to the aggregate area available for use as commercial space as part of the concession program between the Indicative Design and the final design of the New Terminal, or if there are other factors that may also cause the Respondent to require an adjustment to the terms offered in its Proposal. We will not take into consideration when evaluating the Respondent's SOQs the comments and feedback provided by the Respondent in its SOQ.

#### 6.4 **MBE/WBE Participation Goals**

It is our policy to encourage minority business enterprises (MBE) and women-owned business enterprises (WBE) to participate in all facets of our business activities 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 OM&C Agreement and the Advisory Agreement. That said, Respondents should be mindful that our 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.

## **7. THE PROCUREMENT PROCESS**

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### **7.1 Procurement Phases**

The Procurement Process will include two phases: (i) this RFQ Phase, from which we will determine a Shortlist; and (ii) the RFP Phase, where we will select a Terminal Operator from the Shortlisted Respondents who submit compliant Proposals.

### **7.2 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 develop a Shortlist of 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.

### **7.3 Shortlisting**

We will establish a shortlist of no more than four of the most-highly qualified Respondents to ensure adequate competition. We will notify each Respondent in writing whether or not they have been selected for the Shortlist. We expect to notify Respondents no later than June 2017.

### **7.4 Pre-RFP Meeting**

We may host pre-RFP dialogue meetings with the Shortlisted Respondents promptly after the selection of the Shortlist.

### **7.5 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. The RFP will contain the technical and commercial requirements for the Terminal Operator Services, and specific instructions as to the nature of the Proposals that we will require to be submitted. We anticipate that the RFP will attach the form of the Advisory Agreement and a summary of the key terms of the OM&C Agreement.

We intend to conduct Collaborative Dialogue Meetings ("**CDMs**") during the RFP Phase. Shortlisted Respondents will be required to submit complete Proposals in accordance with the RFP requirements.

The Shortlisted Respondent submitting the Proposal that is determined to be most advantageous to the Port Authority, 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 these meetings and obtaining requisite approvals, will execute the Advisory Agreement with the Preferred Proposer.

### **7.6 RFP Evaluation Criteria**

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

- (a) overall capabilities of the Proposer and the degree to which its Proposal meets or exceeds the Terminal Operator Services Objectives;

- (b) qualifications of the Proposer's Key Personnel, as defined in the RFP;
- (c) proposer's concession revenue sharing proposal, management fee proposal and other financial aspects of its Proposal; and
- (d) other evaluation criteria we may specify in the RFP.

We will describe the evaluation process in more detail in the RFP.

#### 7.7 The Port Authority Representative

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

**Name:** Nicole Kuruszko  
**Title:** Staff Contract Specialist  
**Address:** Procurement Department  
4 World Trade Center, 21st Floor  
150 Greenwich Street  
New York, NY 10007  
**Phone:** (212)-435-4602  
**Email:** [nkuruszko@panynj.gov](mailto:nkuruszko@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.

#### 7.8 Project Advisors

We have retained a team of advisors under exclusivity arrangements to assist us in the delivery of the Procurement Process and subsequently in connection with the Terminal Operator Services. 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) Ashurst LLP (Legal Advisory Services)
- (c) Burns Engineering, Inc. (Engineering)
- (d) Capital Project Strategies, LLC (Design-Build Advisor)
- (e) Pierce, Goodwin, Alexander & Linville (PGAL) (Indicative Design architect)

Subcontractors and subconsultants to these entities who provided services may submit a request to the Port Authority under Section 13.3 (*Conflicts of Interest*) of Appendix B to determine whether they are restricted from participating on any Respondent's Team.

## 7.9 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.

<b>Event</b>	<b>Target Date</b>
<b>RFQ Phase</b>	
Issue RFQ	8 May 2017
Deadline for RFQ questions	23 May 2017
Closing Time for SOQ submissions	31 May 2017
Announcement of Shortlisted Respondents	June 2017
Pre-RFP Meetings with Shortlisted Respondents	June 2017
<b>RFP Phase</b>	
Issue RFP	June 2017
Closing Time for Proposal submissions	July 2017
Selection of Preferred Proposer	July - August 2017
Advisory Services Notice to Proceed	August 2017
Deadline for execution of the OM&C Agreement	July 2018

## **8. EVALUATION PROCESS FOR SOQS**

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### **8.1 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 perform the Terminal Operator Services. To accomplish this objective, we have identified the following evaluation objectives to help guide us when evaluating SOQs.

These evaluation objectives include identifying Respondents who:

- (a) Are or will be legally constituted to submit a Proposal and enter into the Advisory Agreement and the OM&C Agreement, and deliver the Terminal Operator Services;
- (b) Can manage all aspects of the Advisory Agreement and the OM&C Agreement in a satisfactory, timely, and effective manner, and can coordinate with our team in a cooperative, collaborative and functional manner;
- (c) Possess demonstrated experience and expertise, and a record of providing satisfactory services at Transportation Facilities of similar size and functionality to the New Terminal; and
- (d) Demonstrate an understanding of how the Advisory Services, the OM&C Services and the Respondent's organization will contribute to the successful performance of the Terminal Operator Services, and meet the Terminal Operator Services Objectives.

### **8.2 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 8.3(a) (*Pass/Fail Evaluation Criteria*) and the Technical Evaluation Criteria provided in Section 8.3(b) (*Technical Evaluation Criteria*).

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 we reserve 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. The Respondent's score may be negatively impacted by the inability to contact and verify references.

### 8.3 Evaluation Criteria for the SOQ

This section outlines the Evaluation Criteria for the RFQ Phase of the procurement. Our evaluation ratings will reflect how well the SOQ responds to the requirements and meets or exceeds our objectives for each Evaluation Criteria. This information, and the tentative evaluation criteria for the RFP Phase listed in Section 7.6 (*RFP Evaluation Criteria*), 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:

- (i) **Responsiveness to this RFQ:** The SOQ does not deviate from the RFQ requirements in any material respect.
- (ii) **Experience Threshold Requirement:** The Respondent satisfies the minimum experience threshold requirement (as evidenced in submission of completed Form D (*Operations and Maintenance Qualifications and Experience*) and Form E (*Concessions Management Qualifications and Experience*)) for (a) terminal operating, maintenance and management capability, and (b) concessions management capability.
  - (A) For Terminal Operations and Maintenance responsibility, the Respondent must, at a minimum, have previous experience performing all operation and maintenance for at least one Airport Terminal building serving at least 2 million enplaned passengers annually (post-completion and open to passengers) for which responsibility has been held for five years or longer, and the relevant experience must be for an Airport Terminal where the Respondent was ultimately responsible for the listed operations and maintenance experience.
  - (B) For Concessions Management responsibility, the Respondent must, at a minimum, have previous experience performing all concessions management for at least one Airport Terminal building serving at least 2 million enplaned passengers annually (post-completion and open to passengers) for which responsibility has been held for five years or longer.
- (iii) **Legal:** The Respondent has presented the documentation required by Appendix C demonstrating that its organization has the legal ability to enter into the Advisory Agreement and the OM&C Agreement.
- (iv) **Financial:** The Respondent must demonstrate, based on the documentation required by Appendix C (*SOQ Content and Submittal Requirements*), that the Respondent has sufficient financial resources and capacity to perform the Terminal Operator Services.

If the Respondent passes all pass/fail evaluations, we will further evaluate its SOQ using the Technical Evaluation Criteria detailed in Section 8.3(b) (*Technical Evaluation Criteria*). If its SOQ fails any single pass/fail requirement, we may rate its 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 not obligated to do so.

(b) **Technical Evaluation Criteria**

The technical Evaluation Criteria includes the criteria listed in this section but we may also evaluate the SOQs based on additional criteria that we consider to be relevant to the Terminal Operator Services:

(i) **Experience and Qualifications of Respondent's Team – *Demonstrated experience that Respondent has the ability to successfully complete the O&M Services and the Concession Management Services under the OM&C Agreement.***

The Respondent will be evaluated based on the experience of the members of the Respondent's Team (including Key Personnel) providing services at Transportation Facilities of similar size and functionality as the New Terminal. Subfactors that will be used to score this technical evaluation factor are as follows:

- (A) The Airport Terminal operation and maintenance experience of the Respondent's Team members.
- (B) The concession management experience of the Respondent's Team members at Transportation Facilities.
- (C) The experience of the Respondent's Team members in coordinating start-up or handover activities at a new or existing Airport Terminal prior to commencing the delivery of operation and maintenance and concession management services at an Airport Terminal.

(ii) **Understanding and Approach to the Terminal Operator Services – *Demonstrated approach to the Terminal Operator Services and understanding of the Terminal Operator Services Objectives that will enable Respondent to successfully complete the Terminal Operator Services.***

The Respondent will be evaluated based on its understanding and approach to providing the Terminal Operator Services, taking into consideration the extent that their understanding and approach address each Terminal Operator Services Objectives. Subfactors that will be used to score this technical evaluation factor are as follows:

- (A) Explanation of the Respondent's approach to successful delivery of the Advisory Services.
- (B) Explanation of how the Respondent will ensure the successful delivery of the Concession Management Services.
- (C) Explanation of how the Respondent will ensure the successful delivery of the O&M Services.

(D) Explanation of the Respondent's role with respect to airlines in the New Terminal.

(iii) **Respondent's Team Structure – *Demonstration of an organizational and management structure that is appropriate for the successful performance of the Terminal Operator Services.***

The Respondent will be evaluated based on the proposed management and organizational structure of the Respondent's Team, including its legal structure and organization, roles of members of the Respondent's Team, responsibilities, management and functional relationships, capability to perform assigned responsibilities in delivering the Terminal Operator Services, and Respondent's rationale for selecting the team structure.

#### 8.4 **Ranking the SOQs**

We 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:

- (a) Experience and Qualifications of Respondent's Team
- (b) Understanding and Approach to the Terminal Operator Services
- (c) Respondent's Management Structure and Organizational Structure

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.

#### 8.5 **SOQ Submittal Requirements**

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

**APPENDIX A**  
**DEFINITIONS**

## 1. ABBREVIATIONS

Abbreviation	Meaning
EST	Eastern Standard Time
EWR	Newark Liberty International Airport
RFP	Request for Proposals
RFQ	Request for Qualifications
SIM	Security Information Manager
SOQ	Statement of Qualifications
TSA	Transportation Security Administration
WBE	Women-Owned Business Enterprise

## 2. DEFINITIONS

<b>Addendum or Addenda</b>	A written amendment or clarification to this RFQ or the RFP issued by the Port Authority after the date this RFQ is issued.
<b>Advisory Agreement</b>	Has the meaning set forth in Section 6.1 of the RFQ.
<b>Advisory Period</b>	The period commencing upon the execution of the Advisory Agreement and ending upon the completion of the Advisory Services.
<b>Advisory Services</b>	DB Procurement Phase Advisory Services and the Design and Construction Phase Advisory Services.
<b>Airport</b>	Newark Liberty International Airport.
<b>Airport Terminal</b>	A passenger terminal building at a commercial service domestic or international airport.
<b>Associates</b>	Any officer, employee, agent, consultant, contractor, licensee, or advisor of the Port Authority, including but not limited to the Project Advisors.
<b>Competing Respondent</b>	Any other person or group of persons responding to this RFQ or the RFP, other than the Respondent, the Terminal O&M Firm and the Terminal Concessions Firm.

<b>Concession Management Services</b>	The New Terminal Concession Management Services and the Existing Terminal Concession Management Services.
<b>Claim</b>	Any proceeding, cause of action, action, demand or suit (including by way of contribution or indemnity).
<b>Closing Time</b>	The date and time specified in Appendix C, Section 1.2.
<b>DB Procurement</b>	Has the meaning set forth in Section 2.1(a) of the RFQ.
<b>DB Procurement Phase Advisory Services</b>	Has the meaning set forth in Section 3.3 of the RFQ.
<b>Designated Representative</b>	The individual from the Respondent who will be responsible for receiving official communications in relation to the Terminal Operator Services and the Procurement Process on behalf of the Respondent.
<b>Design-Build Agreement</b>	The design-build agreement entered into between the Design-Builder and the Port Authority setting out the terms under which the Design-Builder will design and construct the Design-Build Project.
<b>Design-Build Project</b>	Has the meaning set forth in Section 2.1(a) of the RFQ.
<b>Design-Build Proposers</b>	Means the teams that the Port Authority has shortlisted in relation to the Design-Build Project.
<b>Design and Construction Phase Advisory Services</b>	Has the meaning set forth in Section 3.4 of the RFQ.
<b>Design-Builder</b>	The entity selected by the Port Authority to enter into the Design-Build Agreement and design and construct the New Terminal.
<b>Disclosed Information</b>	<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 Terminal Operator Services or the Procurement Process:</p> <ul style="list-style-type: none"> <li>(a) the RFQ and the RFP;</li> <li>(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;</li> <li>(c) Information Documents;</li> <li>(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 Terminal Operator Services during the</li> </ul>

Procurement Process;

- (e) all material relating to the Terminal Operator Services 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 Terminal Operator Services 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

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 8 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.

**Existing Terminal Concession Management Services**

Has the meaning set forth in Section 4.2 of the RFQ.

**Existing Terminal O&M Services**

Has the meaning set forth in Section 4.1 of the RFQ.

**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. Government Party does not include the Port Authority.

**Indicative Design**

The Port Authority's varying levels of developed designs for certain elements of the Design-Build Project to be provided to the Shortlisted Respondents during the RFP Phase.

**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 Personnel**

The persons identified by the Respondent and proposed to fulfill the roles in connection with the delivery of the Terminal Operator Services.

**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.

**New Terminal**

The new Terminal A that is to be designed and constructed by the Design-Builder, and owned and operated by the Port Authority.

**New Terminal Concession Management Services**

Has the meaning set forth in Section 4.4 of the RFQ.

**New Terminal O&M Services**

Has the meaning set forth in Section 4.3 of the RFQ.

**O&M Services**

The New Terminal O&M Services and the Existing Terminal O&M Services.

**OM&C Agreement**

Has the meaning set forth in Section 1.1(b) of the RFQ.

**OM&C Period**

The period commencing upon the execution of the OM&C Agreement and ending upon the completion of the OM&C Services.

**OM&C Services**

Has the meaning set forth in Section 1.1(b) of the RFQ.

**Port Authority**

The Port Authority of New York & New Jersey and its subsidiaries.

**Port Authority Representative**

Has the meaning set forth in Section 7.7 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 Proposer**

The Respondent whose Proposal is determined to be the Preferred Proposal.

**Procurement Process**

Has the meaning set forth in Section 7 of the RFQ.

**Project Advisor**

Has the meaning set forth in Section 7.8 of the RFQ.

**Proposal**

A proposal submitted by a Respondent in response to the Port Authority's Request for Proposals for the Terminal Operator Services.

**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 Advisory Agreement and the OM&C Agreement as Terminal Operator.

<b>Respondent's Team</b>	For each Respondent, the entities and persons identified in its SOQ as the Respondent, the Terminal O&M Firm, the Terminal Concessions Firm, and Key Personnel.
<b>RFP Evaluation Criteria</b>	The criteria and standards which constitute the basis for evaluating Proposals. RFP Evaluation Criteria will be defined in the RFP.
<b>Request for Proposals (or RFP)</b>	The solicitation document that may be issued by the Port Authority to Shortlisted Respondents that will contain more detailed specifications for the Terminal Operator Services, and will provide the requirements to submit a Proposal.
<b>Request for Qualifications (or RFQ)</b>	This solicitation, together with its appendices, forms, Addenda, if any.
<b>RFP Phase</b>	Has the meaning set forth in Section 7.5 of the RFQ.
<b>RFQ Phase</b>	Has the meaning set forth in Section 7.2 of the RFQ.
<b>Shortlist</b>	The list of Shortlisted Respondents determined by the Port Authority.
<b>Shortlisted Respondent</b>	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 Terminal Operator Services, as set forth in Section 7.5 of this RFQ.
<b>Statement of Qualification (or SOQ)</b>	The formal qualifications package submitted by a Respondent in response to this RFQ.
<b>Technical Evaluation Criteria</b>	Has the meaning set forth in Section 8.3(b) of the RFQ.
<b>Terminal Concessions Firm</b>	The entity within a Respondent's Team primarily responsible for the delivery of the Concession Management Services. The Terminal Concession Firm must be a member of any joint venture or other legal entity formed to perform the Terminal Operator Services.
<b>Terminal Operator Services Objectives</b>	Has the meaning set forth in Section 1.3 of the RFQ.
<b>Terminal O&amp;M Firm</b>	The entity within a Respondent's Team primarily responsible for the delivery of the O&M Services. The Terminal O&M Firm must be a member of any joint venture or other legal entity formed to perform the Terminal Operator Services.
<b>Terminal Operator</b>	Has the meaning set forth in Section 1.3 of the RFQ.
<b>Terminal Operator Services</b>	The Advisory Services and the OM&C Services.

**Transportation Facility**

A public transportation asset that facilitates the movement of people, including an Airport Terminal, rail or transit station, bus terminal or other intermodal facility.

**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 in writing 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 not comprised of a single entity performing the role of Terminal O&M Firm and Terminal Concessions Firm, the Terminal O&M Firm and the Terminal Concessions Firm will each be jointly and severally liable for the obligations and liabilities under these Terms and Conditions of the Respondent and each other.
- (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):

- (viii) the Respondent and the entity performing the role of Terminal O&M Firm and Terminal Concessions Firm (where only a single entity is performing the role of Terminal O&M Firm and Terminal Concessions Firm); and
  - (ix) where the Respondent is comprised of a Terminal O&M Firm and a different Terminal Concessions Firm, both the Respondent (being the Terminal O&M Firm and the Terminal Concessions Firm acting as a group in participating in the Procurement Process) and the Terminal O&M Firm and the Terminal Concessions Firm.
- (e) If the Port Authority has a right exercisable against the Respondent, it may in its absolute discretion exercise that right against the Terminal O&M Firm or the Terminal Concessions Firm (or both of them).
  - (f) Where the Respondent is comprised of different entities performing the role of Terminal O&M Firm and Terminal Concessions Firm, the Respondent must ensure that neither the Terminal O&M Firm or the Terminal Concessions Firm 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 the Terminal O&M Firm and Terminal Concessions Firm 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 Terminal Operator Services, the procurement method for the Terminal Operator Services, 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 Terminal Operator Services;
- (b) require additional Information from the Respondent (which can be sought from the Terminal O&M Firm or the Terminal Concessions Firm) in which case the Respondent must provide that Information within a reasonable time from the date of the Port Authority's request;
- (c) require the Respondent to confirm information provided generally or provide additional information or clarification concerning its SOQ or Proposal;
- (d) request and permit submittal of addenda and supplements to data previously provided in an SOQ or Proposal pursuant to a request for clarification issued by us until the time we declare that a particular stage or phase of our review has been completed and closed;
- (e) 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, the Terminal O&M Firm or the Terminal Concessions Firm breaches the Terms and Conditions, including if the breach occurred prior to the submission of its SOQ or Proposal;
  - (ii) the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm fails to meet a direction or requirement of the Port Authority under this RFQ or the RFP;
  - (iii) the Respondent's SOQ is received after the Closing Time;
  - (iv) the Respondent's SOQ or Proposal contains a material misrepresentation, is not responsive to the requirements of this RFQ or it does not satisfy any evaluation criteria of any phase of the evaluation process;

- (v) 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
  - (vi) 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;
- (f) where the Respondent is comprised of separate firms performing the role of Terminal O&M Firm and Terminal Concessions Firm:
- (i) communicate with the Terminal O&M Firm or the Terminal Concessions Firm (or both of them) about any matter or thing related directly or indirectly to this RFQ, the RFP and the Procurement Process without notifying the other firm; and
  - (ii) hold meetings or workshops or discussions with, or seek Information from, the Terminal O&M Firm or the Terminal Concessions Firm (or both of them) at any time during the Procurement Process without notifying the other firm;
- (g) not accept the lowest priced Proposal, the highest scoring SOQ or Proposal, or any SOQ or Proposal;
- (h) change any Evaluation Criteria or evaluation criteria in the RFP upon giving reasonable notice to the Respondent;
- (i) 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, the Terminal O&M Firm or the Terminal Concessions Firm;
  - (ii) without limiting clause 4.2(i)(i), information (including opinions, representations and advices) about the past and current performance of the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm under any other contract, arrangement or dealing between the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm and a Government Party; and
  - (iii) information concerning the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm which is in the public domain or which is obtained by the Port Authority through investigations or howsoever;
- (j) 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);
- (k) change the identity of the entity or person executing the final OM&C Agreement or the final Advisory Agreement on behalf of the Port Authority;
- (l) remove or add a Shortlisted Respondent or change the Preferred Proposer;

- (m) allow a Competing Respondent to add or remove any member of its Respondent's Team with or without the Port Authority notifying the other Respondents;
- (n) 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;
- (o) discuss and negotiate with any Competing Respondent any matter arising out of this RFQ, the Competing Respondent's SOQ, the RFP or the Competing Respondent's Proposal with or without disclosing this to the Respondent, and take such discussions and negotiations into account in its evaluation;
- (p) publish the Respondent's name, the names of, the Terminal O&M Firm and the Terminal Concessions Firm, Shortlisted Respondents and the Preferred Proposer;
- (q) waive any requirement or obligation under this RFQ or the RFP;
- (r) cancel, modify or withdraw this RFQ, in whole or in part;
- (s) disqualify the Respondent in the event that a conflict of interest arises that cannot be resolved to our satisfaction;
- (t) disqualify the Respondent for any communications that we deem improper; and
- (u) disqualify the Respondent for violating any of the requirements, rules or provisions in this RFQ.

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 members of the Respondent's Team release the Port Authority, 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 arising:
  - (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 OM&C Agreement or the Advisory Agreement to the Preferred Proposer (or any other person);

- (iii) in tort, including negligence, negligent advice, negligent misrepresentation or withholding advice;
  - (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,
  - (v) in connection with a decision by the Port Authority to do one or more of the following:
    - (A) not shortlist Respondents;
    - (B) not issue a RFP;
    - (C) not accept Proposals; or
    - (D) not proceed with the Terminal Operator Services, the Advisory Services or the OM&C Services;
  - (vi) in connection with 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
  - (vii) as a consequence of or in connection with 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) This 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, the Terminal O&M Firm, the Terminal Concessions Firm or any other member of the Respondent's Team.

#### 4.5 **Indemnity to the Port Authority**

The Respondent, the Terminal O&M Firm and the Terminal Concessions Firm, 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 OM&C Agreement or the Advisory Agreement;
- (b) no contract in respect of the Terminal Operator Services exists or will arise between any of us:
  - (i) the Port Authority and the Respondent (or any member of the Respondent's Team)

- (ii) the Port Authority and any Shortlisted Respondent (or any member of its Respondent's Team),

unless and until the Advisory Agreement or the OM&C Agreement is awarded to the Respondent and executed; and

- (c) no legal relationship exists between the Port Authority and any Respondent.

## 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.

Except as otherwise expressly set forth, in no circumstances will we or our Associates be liable to the Respondent or any member of the Respondent's Team whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any Losses or Liability the Respondent or any member of its Respondent's Team incurs or suffers because of or arising from:

- (a) any incompleteness or inadequacy of, any inaccuracy or error in, or any omission from; or

- (b) use of or reliance on, by the Respondent or any member of its Respondent's Team,

any 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 Terminal Operator Services. Likewise, unless specifically stated differently in the RFP, Respondent must 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 Terminal Operator Services.

### 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) except to the extent referred to at Section 12 of this Appendix B.

## 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, the Terminal O&M Firm or the Terminal Concessions Firm 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 to the Port Authority Representative.
- (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, the OM&C Agreement or the Advisory Agreement, 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 Terminal Operator Services, Procurement Process or any Disclosed Information;
- (d) except as specifically set forth in the RFP, the OM&C Agreement or the Advisory Agreement, in no circumstances will the Port Authority or any of the Port Authority's Associates be liable to the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any Losses incurred or suffered by the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm as a result of or arising from:
  - (i) any incompleteness or inadequacy of, or any inaccuracy or error in, or omission from, any Disclosed Information; or
  - (ii) any use of, or reliance by, the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm 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 OM&C Agreement or the final Advisory Agreement except to the extent expressly incorporated in the final OM&C Agreement or the final Advisory Agreement; and
- (g) 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) 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 Terminal Operator Services;

- (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 the Respondent, the Terminal O&M Firm or the Terminal Concessions Firm; 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 will be precluded from changing any member of Respondent's Team, including any Key Personnel for the Advisory Services, for the duration of the Procurement Process and, if Respondent is awarded the OM&C Agreement or the Advisory Agreement, the duration of the OM&C Agreement or the Advisory Agreement (except as expressly permitted under the terms of the RFP, Advisory Agreement or OM&C Agreement). If extenuating circumstances, such as corporate takeovers, buyouts, and other unforeseen changes, require a change to any member of Respondent's Team, Respondent must 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 must submit information to the Port Authority on proposed new team members or Key Personnel 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 Terminal Operator, may require access to Port Authority Confidential Information. Port Authority Confidential Information is information belonging to the Port Authority whose unauthorized access, modification, loss or misuse, could seriously damage the Port 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 Port Authority or to outside entities. These procedures are identified in the Port 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](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 Port Authority in the use of Livelink and that individual will subsequently be responsible for training the personnel of the Shortlisted 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 each member of the Respondent's Team performing work under the OM&C Agreement and the Advisory Agreement should be aware that background checks will be required of all individuals who work on the Terminal Operator Services (both onsite and offsite). Background checks are performed through SWAC, the Secure Worker Access Consortium ([www.secureworker.com](http://www.secureworker.com)). The Port Authority typically requires all individuals for whom a 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 Port Authority Public Records Access Policy can be accessed at:

[http://corpinfo.panynj.gov/files/uploads/Access\\_to\\_Port\\_Authority\\_Public\\_Records.pdf](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 Port Authority Public Records Access 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 Port Authority Public Records Access 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 Port Authority Public Records Access Policy; and
- (d) agrees that save to the extent expressly permitted under the Port Authority Public Records Access Policy, neither the Respondent, any member of the Respondent's team, the Terminal O&M Firm nor the Terminal Concessions Firm 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, the Terminal O&M Firm or the Terminal Concessions Firm 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 Terminal Operator Services, 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 Terminal Operator Services.
- (c) If any member of the Respondent's Team, or any related representatives, offers or gives any advantage, gratuity, bonus, discount, bribe, loan or otherwise acts in breach of clause (b) above to us or our agents, Associates or representatives at any time during the Procurement Process we will immediately disqualify the Respondent and we may sue the Respondent for damages.

## 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 the Respondent, the Terminal O&M Firm and the Terminal Concessions Firm 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 Personnel nominated by a Respondent, the Terminal O&M Firm or the Terminal Concessions Firm; 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 Terminal Operator Services 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 Terminal Operator Services; 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 Terminal Operator Services 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 must 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 will 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 will not be deemed to constitute such a conflict or competitive advantage.

## 14. COLLUSION

### 14.1 Collusion

- (a) The members of the Respondent's Team and any officer, employee, agent, Affiliate, Parent, consultant, contractor, licensee, or advisor to any member of the Respondent's Team must not engage in any collusive tendering, anti-competitive conduct or similar conduct, or any other unlawful, unethical, inappropriate or improper conduct in connection with the Procurement Process or the DB Procurement.

- (b) The Terminal O&M Firm and Terminal Concession Management Firm identified in the Respondent's SOQ, as well as the Parents and Affiliates of such entities, shall not be allowed to participate in any capacity on a Competing Respondent's team.
- (c) The members of the Respondent's Team and any officer, employee, agent, Affiliate, Parent, consultant, contractor, licensee, or advisor to any member of the Respondent's Team, as well as the Parents and Affiliates of such entities, and any other entity associated with a Respondent's Team that may act as a conduit of information between the Terminal Operator and a Design-Build Proposer, shall not be allowed to participate in any capacity on any short-listed Design-Build Proposer's team.
- (d) 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.
- (e) 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 any entity associated with the Respondent's Team 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. **MISCELLANEOUS**

#### 15.1 **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 the RFP or the RFQ or otherwise 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 the RFP, the RFQ or otherwise.
- (b) A waiver given by the Port Authority in connection with the Procurement Process 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 the RFP or the RFQ operates as a waiver of any other breach of that term or a breach of any other term of the RFP or the RFQ.
- (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 the RFP or the RFQ or otherwise 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 the RFP or the RFQ or otherwise.

#### 15.2 **No fettering**

The Respondent acknowledges and agrees that nothing contained or implied in this RFQ, the RFP or the OM&C Agreement or the Advisory Agreement 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 statute, law, regulation, judgment, or other instrument having the force of law.

#### 15.3 **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.

#### 15.4 **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.

#### 15.5 **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.

#### 16. **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>

#### 17. **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 the Respondent must include in its SOQ, including the required RFQ Forms. The 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**

The Respondent must submit its sealed SOQ to the individual, and at the location specified in Section 1.3, by no later than 2:00 p.m. local time on May 31, 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, 21<sup>st</sup> 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 original hard copy (containing original signatures and marked "**SIGNED ORIGINAL**" on the cover of the binder), 10 hard copies, and one electronic copy (on flash drive) of its 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 25 pages. This page limitation does not include SOQ covers, tab dividers, table of contents, resumes, disclosure of legal and administrative proceedings and financial condition, licenses and certificates of registration, copies of executed agreement or teaming agreement, financial statements, evidence of submittal of BQQ, 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.

The Respondent 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 "**Terminal Operator Services for EWR Terminal A 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 "Terminal Operator Services EWR Terminal A SOQ [ Respondent Name] Part XX.pdf" or "Terminal Operator Services 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 "Terminal Operator Services 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 General 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 Commercial Framework. Part 1 (except Comments on Commercial Framework) 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 that the Respondent requests be treated as confidential.

#### 3.2 Part 1: SOQ Submittal Requirements

<b>SOQ Submittal Requirements Checklist</b>	
<b>Part 1, Section 1- Legal</b>	
<input type="checkbox"/>	Transmittal Letter
<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"/>	Certification of No Investigation and Performance on Prior Contracts (Form C)
<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)
<b>Part 1, Section 2- Technical Qualifications</b>	
<input type="checkbox"/>	Respondent's Organizational Structure
<input type="checkbox"/>	Respondent's Team Experience (Forms C and D)
<input type="checkbox"/>	Key Personnel (Form F)
<input type="checkbox"/>	Understanding and Approach

<b>Part 1, Section 3- Financial Information (to be included in a separate binder)</b>	
<input type="checkbox"/>	Financial Statements, Information, and Letters (Form G)
<input type="checkbox"/>	Bank Credit Reference (Form H)
<b>Part 1, Section 4- Comments on Commercial Framework and Terminal Operator Services (to be included in a separate sealed envelope)</b>	
<input type="checkbox"/>	Comments on the Commercial Framework and Terminal Operator Services

All Part 1 submittals must contain the following components, submitted in the order listed immediately below and including each of the applicable items set out in the above checklist:

<b>Organization of the SOQ and List of Submittal Requirements</b>	
<b>Part 1, Section 1 - General Information</b>	
<b>SOQ Transmittal Letter</b>	<p>Provide an SOQ Transmittal Letter on the 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 the Terminal O&amp;M Firm and the Terminal Concessions Firm 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 the Terminal O&amp;M Firm and the Terminal Concessions Firm; and (c) the identity of the individuals who will be the signatories to the Advisory Agreement and the OM&amp;C Agreement, if awarded to Respondent, including titles, addresses, phone numbers, and e-mail addresses.</p> <p>The 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>
<b>Respondent's Team Profile</b>	The Respondent must provide a profile that must include a general description of Respondent, the Terminal O&M Firm and the Terminal Concessions Firm, indicating their lines of business and service offerings, locations of home and

	<p>other offices, number of employees (professional and non-professional), and years in business.</p> <p>In addition to the general description required above, the Respondent must provide the following:</p> <ul style="list-style-type: none"> <li>• 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 Advisory Agreement and the OM&amp;C Agreement.</li> <li>• 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).</li> <li>• If Respondent is a limited liability company, consortium, partnership or any other form of joint venture, identify the Terminal O&amp;M Firm and the Terminal Concessions Firm and specify percentages of ownership by the Terminal O&amp;M Firm and the Terminal Concessions Firm, and roles of the Terminal O&amp;M Firm and the Terminal Concessions Firm.</li> <li>• The name of Respondent's Designated Representative, address, telephone number, and e-mail address.</li> <li>• If the Respondent, the Terminal O&amp;M Firm or the Terminal Concessions Firm 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.</li> </ul>
<p><b>Evidence of Submittal of Background Qualification Questionnaire (BQQ)</b></p>	<p>The Terminal O&amp;M Firm and the Terminal Concessions Firm 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 May 31, 2017. This document and instructions for submitting the BQQ can be found at <a href="http://www.panynj.gov/inspector-general/pdf/PANYNJ-BQQ-CNC-Instructions-Apr15.pdf">http://www.panynj.gov/inspector-general/pdf/PANYNJ-BQQ-CNC-Instructions-Apr15.pdf</a>.</p> <p>Respondent must submit evidence that Respondent, the Terminal O&amp;M Firm and the Terminal Concessions Firm 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><b>Certification of No Investigation and Performance on Prior Contracts</b></p>	<p>Respondent, the Terminal O&amp;M Firm and the Terminal Concessions Firm, must each submit a fully executed Certification of No Investigation and Performance on Prior Contracts in the form set out at Form C.</p>

<b>Copy of Executed Agreement (if applicable)</b>	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.
<b>Copy of Teaming Agreement (if applicable)</b>	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, the SOQ must contain an executed teaming agreement among the Terminal O&M Firm and the Terminal Concessions Firm.
<b>Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)</b>	<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 the Terminal O&amp;M Firm and the Terminal Concessions Firm acknowledging that the Terminal O&amp;M Firm and the Terminal Concessions Firm will be required to provide evidence of joint and several liability to the Port Authority for all of the Respondent's obligations under the Advisory Agreement and the OM&amp;C Agreement.</p> <p>If Respondent is a limited liability company formed or to be formed for the purpose of the Terminal Operator Services, the SOQ must include a letter signed by an authorized representative of the Terminal O&amp;M Firm and the Terminal Concessions Firm acknowledging that the Terminal O&amp;M Firm and the Terminal Concessions Firm will be required to provide to the Port Authority an irrevocable absolute and unconditional guarantee of all of Respondent's obligations under the Advisory Agreement and the OM&amp;C Agreement.</p>

**Part 1, Section 2- Technical Qualifications**

<b>Respondent's Team - Management and Organizational Structure</b>	<p>The Respondent must describe its team structure and allocation of roles and responsibilities within the Respondent's team, and how the Respondent will organizationally operate during the Advisory Period and the OM&amp;C Period. In its SOQ responding to this part of the RFQ the Respondent must:</p> <ul style="list-style-type: none"> <li>• Describe the Respondent's management or governance structure, including decision-making authority.</li> <li>• Explain Respondent's rationale for selecting its proposed organizational and management structure and how such will achieve the Terminal Operator Services Objectives and successfully deliver the Terminal Operator Services.</li> <li>• Describe the roles, responsibilities, functional arrangements, and reporting relationships between and among the members of Respondent's Team that will be used to deliver the Advisory Services and the OM&amp;C Services.</li> <li>• The Respondent should provide a brief description of the role and responsibilities that its Key Personnel would perform during the</li> </ul>
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	<p>Advisory Period and the OM&amp;C Period and identify Key Personnel who play a strategic role within their team.</p> <p>The Respondent must provide two organizational charts: One chart that shows the Respondent's proposed organizational and management structure during the Advisory Period, and a second chart that show the proposed organizational and management structure during the OM&amp;C Period. In each chart, clearly note Key Personnel in addition to their roles. Each organizational chart must not exceed one 8.5 x 11 page. We understand that each Respondent will have a unique organizational structure and that individuals may fulfill multiple roles, and this should be indicated in the organizational charts.</p>
<p><b>Experience and Qualifications of Respondent's Team</b></p>	<p>Submit the following information regarding the performance history and experience of the Respondent's Team delivering operation and maintenance services and concession management services in relation to Airport Terminals (or, if applicable, other Transportation Facilities) with similar size and functionality to the New Terminal.</p> <ol style="list-style-type: none"> <li>1. Experience credentials (5 single-sided pages or less) that demonstrate that members of the Respondent's Team have successfully delivered operation and maintenance services at large Airport Terminals and concession management services at large Transportation Facilities, over the past ten years. The Respondent must identify the members of the Respondent's Team that were involved in any experience included in the SOQ.</li> <li>2. The Respondent must provide the following details on up to five representative Airport Terminals on which members of the Respondent's Team have provided operations and maintenance services during the last ten years ("<b>O&amp;M Reference Airport Terminals</b>"). The requested information must be provided for each O&amp;M Reference Airport Terminal in a format consistent with Form D (<i>Operations and Maintenance Qualifications Experience</i>).</li> <li>3. The Respondent must provide the following details on up to five representative Transportation Facilities on which members of the Respondent's Team have provided concessions management services during the last ten years ("<b>Concession Management Reference Facilities</b>"). Although it is the Respondent's choice as to what Concession Management Reference Facilities it wishes to highlight as reference facilities, we expect to give greater weight to concession management experience at Airport Terminals. The requested information must be provided for each Concession Management Reference Facility in a format consistent with Form E (<i>Concessions Management Qualifications and Experience</i>).</li> <li>4. The Respondent must provide the following information for each O&amp;M Reference Airport Terminal and Concession Management Reference Facility in Form D (<i>Operations and Maintenance Qualifications Experience</i>) Form E (<i>Concessions Management Qualifications and Experience</i>) respectively:</li> </ol>

	<ul style="list-style-type: none"> <li>• The name, location, and description of the facility.</li> <li>• The member or members of the Respondent's Team involved.</li> <li>• 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 relevant facility.</li> <li>• The overall contract value of the operations and maintenance services or concessions management services provided by the relevant member of the Respondent's Team.</li> <li>• Annual enplaned passengers figures for each Airport Terminal (or equivalent figure for another applicable Transportation Facilities).</li> <li>• The period during which the operations and maintenance services or concessions management services were provided.</li> <li>• The commercial framework under which the relevant member of the Respondent's Team was compensated for the operations and maintenance services or the concessions management services. The Respondent should describe the general commercial framework but is not required to provide amounts or figures.</li> <li>• A general explanation of the scope of the contract with the client/owner including a summary of any other services delivered under the same contract. A brief explanation of the sub-contracting arrangement in place for the relevant services.</li> <li>• If a joint venture or other form of organizational structure other than a corporation, indicate percentage of each partner/member.</li> <li>• An explanation of any significant challenges or problems that affected the operations and maintenance services or the concessions management services and how those challenges or problems were overcome or resolved. An explanation of any performance issues that arose, including a summary of any KPI or noncompliance points (however defined) assessed against the relevant member of the Respondent's Team under the relevant contract (together with a summary of such regime), and details of any notices of breach or default served in relation to the performance of the services.</li> <li>• References that can attest to the relevant member of the Respondent's Team's performance, including name, affiliation, address, phone number, and e-mail address.</li> </ul>
<p><b>Key Personnel Experience and Qualifications</b></p>	<p>Submit the following information regarding the qualification and experience of individuals proposed by the Respondent as Key Personnel:</p>

	<ol style="list-style-type: none"> <li>1. Narrative (three single-sided pages or less, including any graphics) identifying the Key Personnel, their roles and their company affiliation within Respondent's Team.</li> <li>2. Resumes with appropriate details and work history for no more than five individuals from Respondent's Team who will have key responsibilities in connection with the delivery of the Advisory Services.</li> <li>3. The Respondent may, but is not required to, submit resumes with appropriate details and work history for no more than five individuals from the Respondent's Team who will have key responsibilities in connection with the delivery of OM&amp;C Services. Any Key Personnel included in relation to the OM&amp;C Services will be indicative and Section 10.2 (<i>Requirement to Keep Respondent's Team Intact</i>) of Appendix B (Procurement Process Terms and Conditions) does not apply to Key Personnel with respect to the OM&amp;C Services.</li> <li>4. For each Concession Management Reference Facility and O&amp;M Reference Airport Terminal listed in Forms C and D, provide a summary table (Part 2 of Form F) to cross-reference the Respondent's Team (i.e., entities and Key Personnel) to the Concession Management Reference Facility and O&amp;M Reference Airport Terminal.</li> </ol> <p>Resumes must include the information requested on Part 1 of Form F for each such person. Each Resume should be limited in length to two pages. For each of the Key Personnel identified, indicate on which, if any, of the Concession Management Reference Facility or O&amp;M Reference Airport Terminal 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 individual's proposed role in delivering the Terminal Operator Services, and which qualifies them to be part of the Respondent's leadership that will provide responsive and strategic guidance to us during the Advisory Period and the OM&amp;C Period. Resumes should include details of not more than three example Transportation Facilities for each Key Personnel (and may also briefly cite involvement in the Concession Management Reference Facility and O&amp;M Reference Airport Terminal) and should identify how the examples cited provide qualification for their role in delivering the Terminal Operator Services. Each resume must also include three (3) references, including the name, affiliation, address, telephone number and email address for each.</p>
<p><b>Understanding and Approach</b></p>	<p>Submit a narrative that demonstrates the Respondent's understanding of the Terminal Operator Services Objectives as set forth in the RFQ, and how the Respondent's organization will promote innovation in delivering the Terminal Operator Services.</p> <p>This narrative must include:</p> <ol style="list-style-type: none"> <li>1. <b>Statement of the Respondent's approach to performing the Advisory Services</b>, which must:</li> </ol>



	<p>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 any year, 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. The Respondent is advised that if the Terminal O&amp;M Firm or the Terminal Concession Firm 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 Advisory Agreement and the OM&amp;C Agreement 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"> <li>(i) Opinion letter (auditor's report);</li> <li>(ii) Balance sheet;</li> <li>(iii) Income statement;</li> <li>(iv) Statement of changes in cash flow; and</li> <li>(v) Footnotes.</li> </ul> <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, the Terminal O&amp;M Firm and the Terminal Concession Firm for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Respondent, the Terminal O&amp;M Firm or the Terminal Concession Firm, as applicable, must provide a letter from its chief financial officer or treasurer so certifying.</p> <p>(d) The Respondent, the Terminal O&amp;M Firm and the Terminal Concession Firm 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 Terminal Operator under the Advisory Agreement and the OM&amp;C Agreement.</p> <p>(e) 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>
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	<p>(f) 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>(g) The Respondent must provide a bank reference (attached to this RFQ as Form H) for itself and each of its Terminal O&amp;M Firm and Terminal Concessions Firm.</p> <p>(h) The Respondent is 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 the 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 organization and North American Industry Classification System (NAICS) Code.</p> <p>(j) The Respondent, the Terminal O&amp;M Firm and the Terminal Concession Firm must provide a list of available credit facilities (such as lines-of-credit, letters-of-credit, or other lending vehicles) and the amount of undrawn funds for each.</p>
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**Part 1, Section 4 - Comments on the Commercial Framework and the Terminal Operator Services (to be submitted separately from other Parts)**

Responses to this part are voluntary and will not affect the evaluation of the Respondent's SOQ. Responses should be limited to items that the Respondent believes 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.

We will review this feedback and may incorporate reasonable and acceptable suggestions in the RFP and the Advisory Agreement and terms of the OM&C Agreement.

<b>Commercial Framework</b>	The Respondent is encouraged to provide candid feedback requested (a) generally regarding the commercial framework set out in Section 6 of the RFQ and (b) more specifically in relation to the negotiation and execution of the OM&C Agreement as set out in Section 6.3(d) of the RFQ.
<b>Terminal Operator Services</b>	The Respondent is also encouraged to provide comments and feedback related to any or all of the following: <ul style="list-style-type: none"> <li>(a) The procurement schedule.</li> <li>(b) The scope or other aspects of the Terminal Operator Services that you feel may need refinement prior to the issuance of the RFP.</li> <li>(c) Any other initial observations, concerns, or insights surrounding the Terminal Operator Services that the Respondent would like to share with us.</li> </ul>

**3.3 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 the 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 Operations, Maintenance and Concession Management Services Relating to the Newark Liberty International Airport Terminal A Redevelopment Project issued on [●], 2017, 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 set my hand and affixed the corporate seal of the [corporation] this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

[Affix Seal Here]

\_\_\_\_\_

Clerk/Secretary

*\* Note: Separate certifications must 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) does 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 (this "**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 Port Authority.

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(Entity)

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(Signature)

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(Title)

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(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE

## Form C – Certification of No Investigation and Performance on Prior Contracts

\_\_\_\_\_ (the "**Team Member**"), give this certificate in connection with the Statement of Qualifications ("**SOQ**") submitted by [*Respondent*] in response to the Request for Qualifications for Operations, Maintenance and Concession Management Services relating to the Newark Liberty International Airport Terminal A Redevelopment Project issued on May 8, 2017, and hereby certify in relation to itself and each of its parent or affiliate entities as further defined below (together the Team Member and each of its parent or affiliate entities as further defined below are referred to in this certificate as the "**Team Member Entities**"), as follows:

- a. No Team Member Entity has been indicted or convicted in any jurisdiction.
- b. No Team Member Entity has found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet the prequalification standards or any relevant standards related to the integrity of the bid.
- c. No Team Member Entity has been suspended, debarred, or subject to any consideration for suspension or debarment, from entering into any contract with any governmental agency.
- d. No Team Member Entity has had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction.
- e. No Team Member Entity referred to in the SOQ has ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those included in the SOQ, and no other Team Member has changed its name or Employer Identification Number, or both, following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in clauses (a), (b) (c) and (d) above.
- f. No Team Member Entity has had any business or professional license suspended or revoked or had any sanction imposed as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation.
- g. No Team Member Entity has been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract.
- h. No Team Member Entity has failed to file any required tax returns or failed to pay any applicable federal, state or local taxes.
- i. No Team Member Entity has had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government.
- j. No Team Member Entity has violated any federal, state, or local statute or regulation, or any court order, addressing or governing: antitrust, public contracting, employment discrimination, false claims, fraud, extortion, bribery, bid rigging, embezzlement, or prevailing wages.

k. No Team Member Entity has been, or is currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

l. No Team Member has been subject to a determination by any agency of the State of New York or New Jersey that it is not eligible to bid on or be awarded public contracts because such Team Member Entity has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

m. No Team Member has, within the five years prior to the Closing Date, had any contract involving the delivery of operations, maintenance or concessions management services terminated for default.

The foregoing certification as to clauses (a) through (m) above will be deemed to have been made by the relevant Team Member as follows: (i) if the Team Member is a corporation, the certification will be deemed to have been made not only with respect to the Team Member itself, but also with respect to each parent, affiliate, director and officer of the Team Member, and, to the best of the certifier's knowledge and belief, each stockholder of the Team Member with an ownership interest in excess of 10%; (ii) if the Team Member is a partnership, the certification will be deemed to have been made not only with respect to the Team Member itself, but also with respect to each partner.

As used in this Form C:

**"affiliate"** means an entity in which the parent of the Team Member owns more than 50% of the voting stock or has the power to direct or cause the direction of the management and policies of that entity by contract or otherwise, or an entity in which a group of principal owners which owns more than 50% of the Team Member also owns more than 50% of the voting stock or has the power to direct or cause the direction of the management and policies of that entity by contract or otherwise;

**"agency"** or **"governmental agency"** means any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others;

**"Employer Identification Number"** means the tax identification number assigned to firms by the Federal government for tax purposes;

**"investigation"** means any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, "investigation" does not include inquiries made by any civil government agency concerning compliance with any regulation that do not carry criminal penalties, nor does it include any background investigations for employment, or federal, state and local inquiries into tax returns;

**"officer"** means any individual who serves as chief executive officer, chief financial officer or chief operating officer of the Team Member, by any titles known.

**"parent"** means an individual, partnership, joint venture or corporation that owns more than 50% of the voting stock of the Team Member.

If a Team Member is able to make any of these certifications at the time the SOQ is submitted, the Team Member must immediately notify the Port Authority in writing of any change of circumstances that might, under this clause, make it unable to make the any of these certifications or required disclosures. These certification or signed statements will be deemed to have been made by the Team Member with full knowledge that it would become a part of the records of the Port Authority and that the Port Authority will rely on its truth and accuracy in selecting the Shortlisted Respondents and the Preferred Proposer. If the Port Authority should determine at any time before or after the RFQ Phase or the RFP Phase that any Team Member has falsely certified as to any material item in any of these certifications or has willfully or fraudulently furnished a signed statement that is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the any of these certifications required to be disclosed, the Port Authority may determine that the Respondent is not a responsible respondent with respect to its SOQ or its Proposal or with respect to future proposals and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in the Advisory Agreement or the OM&C Agreement.

*DO NOT AMEND THE WORDING OF THE STATEMENTS BEING CERTIFIED. IF UNABLE TO MAKE ANY OF THESE CERTIFICATIONS, THE TEAM MEMBER MUST PROVIDE DETAILS SETTING OUT THE REASONS IT CANNOT MAKE ANY CERTIFICATION. IF THE TEAM MEMBER IS UNCERTAIN AS TO WHETHER IT CAN MAKE ANY OF THESE CERTIFICATIONS, IT MUST PROVIDE DETAILS SETTING OUT THE REASONS FOR ITS UNCERTAINTY. AS A RESULT OF THIS DISCLOSURE, THE PORT AUTHORITY WILL TAKE APPROPRIATE ACTION UP TO AND INCLUDING A FINDING OF NON-RESPONSIBILITY. FAILURE TO MAKE THE REQUIRED DISCLOSURES WILL LEAD TO ADMINISTRATIVE ACTIONS UP TO AND INCLUDING A FINDING OF NON-RESPONSIBILITY.*

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(Entity)

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(Signature)

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(Title)

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(Date)

**Form D – Operations and Maintenance Qualifications and 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 O&M Reference Airport Terminal. Supplemental sheets may be attached with reference terminal number and category identified.

<b>Experience Summary</b>	
Name of Respondent Team member:	
Airport Terminal Name and Location:	
Terminal Description: a) Total Sq. Feet b) Concession Space Sq. Feet c) Number of Gates d) Turns per gate	a)  b)  c)  d)
Principal Airline Tenants:	
Role and Responsibility:	
Commercial Framework:	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	
Annual enplaned passenger figures for Airport Terminal:	

Total Contract Value:	
O&M Period Duration:	
O&M Period End Date:	
Client/Airport Owner:	
Client/Airport Owner Contact Information:	
Notable Innovations, Awards or Citations related to Management/Operation of Facility:	
Details of any performance issues (including a summary of the KPI or noncompliance regime and points assessed and any notices of breach or default served in relation to the performance of the service):	

**Reference**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

**Other Respondent Team Members Involved with this Airport Terminal**

Name	Location (City and State)	Role

**Additional Details:**

*Narrative; limit 1 page*

**Form E – Concessions Management Qualifications and 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 Concessions Management Reference Facilities. Supplemental sheets may be attached with reference facility number and category identified.

<b>Experience Summary</b>	
Name of Respondent Team member:	
Name and Location of Transportation Facility:	
Terminal Description: a) Total Sq. Feet b) Concession Space Sq. Feet c) Number of Gates <sup>1</sup> d) Turns per gate <sup>2</sup>	a) b) c) d)
Role and Responsibility:	
Commercial Framework:	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	

<sup>1</sup> Replace with equivalent with respect to Transportation Facilities which are not an Airport Terminal (if any)

<sup>2</sup> Replace with equivalent with respect to Transportation Facilities which are not an Airport Terminal (if any)

Annual enplaned passenger figures for Airport Terminal <sup>3</sup> :	
Total Contract Value:	
Concessions Period Duration:	
Concessions Period End Date:	
Client/Facility Owner:	
Client/Facility Owner Contact Information:	
Notable Innovations, Awards or Citations related to Concession Management of Facility:	
Details of any performance issues (including a summary of the KPI or noncompliance regime and points assessed and any notices of breach or default served in relation to the performance of the service):	

<sup>3</sup> Replace with equivalent with respect to Transportation Facilities which are not an Airport Terminal (if any)

**Reference**

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Email \_\_\_\_\_

**Other Respondent Team Members Involved with this Facility**

Name	Location (City and State)	Role

**Additional Details:**

*Narrative; limit 1 page*

**Form F – Key Personnel Resumes, Information and Experience  
Part 1**

<b>Resumes of Key Personnel</b>			
Name	Role	Years of Experience	
		Total	With Current Firm
Firm Name and Location (City and State)			
Education		Current Professional Registration (State and Discipline)	
Other Professional Qualifications (Publications, Organizations, Training, Awards, etc.)			
<b>Relevant Experience</b>			
Title and Location (City and State)		Years Completed and Type of Professional Services Rendered	
Brief Description (scope, size, number of enplaned passengers, cost, etc.) – note if performed with current firm			
Title and Location (City and State)		Years Completed and Type of Professional Services Rendered	

Brief Description (scope, size, number of enplaned passengers, cost, etc.) – note if performed with current firm	
Title and Location (City and State)	Years Completed and Type of Professional Services Rendered
Brief Description (scope, size, number of enplaned passengers, cost, etc.) – note if performed with current firm	
Title and Location (City and State)	Years Completed and Type of Professional Services Rendered
Brief Description (scope, size, number of enplaned passengers, cost, etc.) – note if performed with current firm	

**References**

Name	Affiliation	Address	Telephone Number	Email

**Form F – Key Personnel Resumes, Information and Experience  
Part 2**

**Key Personnel Experience**

Name of Key Personnel	Role on Respondent Team	Example Experience Listed in SOQ (cross reference with key, below)									
		1	2	3	4	5	6	7	8	9	10
		<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"/>	<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"/>

No.	Name of Reference Airport Terminal or Transportation Facility (cross reference with facilities listed in Forms C and D)		
1		6	
2		7	
3		8	
4		9	
5		10	

**Form G – Financial Status**

Please provide the following information for the Respondent, the Terminal O&M Firm and the Terminal Concessions Firm (as applicable)

	NAME	EQUITY INTEREST
<b>Respondent (if financial information is available):</b>		N/A
<b>Terminal O&amp;M Firm:</b>		
<b>Terminal Concessions Firm:</b>		

**Summary Balance Sheet**

**Respondent/Terminal O&M Firm/Terminal Concessions Firm Name\***

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

\* Complete separate Summary Balance Sheet for each of the Respondent (if applicable), the Terminal O&M Firm and Terminal Concessions Firm above

**Form H – Bank Credit Reference**

**Please provide the following information for the Respondent, the Terminal O&M Firm and the Terminal Concessions Firm (as applicable)**

**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?

