

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER, 21ST FL.
150 GREENWICH STREET
NEW YORK, NY 10007**

REQUEST FOR QUALIFICATIONS

RFQ INFORMATION

**TITLE: OPERATIONS, MAINTENANCE AND CONCESSIONS
MANAGEMENT SERVICES RELATING TO NEW YORK
STEWART INTERNATIONAL AIRPORT**

**FACILITY TOUR: March 25, 2019 @ 11:00 AM
LOCATION: New York Stewart International Airport
1180 1ST Street New Windsor, NY 12553
CONTACT: Jasmine Green**

PLEASE BRING VALID PHOTO ID

BID NO.: 56665

**SUBMIT SEALED SOQS BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS
WHERE THEY WILL BE PUBLICLY OPENED AND READ**

BID DUE DATE: APRIL 11, 2019 TIME: 2:00 PM

**BUYER NAME: JASMAINE GREEN PHONE NO.: (212) 435-4654
FAX NO.: (212) 435-3959
EMAIL: jrgreen@panynj.gov**

**RESPONDENT INFORMATION
(TO BE COMPLETED BY THE RESPONDENT)
(PLEASE PRINT)**

(NAME OF BIDDING ENTITY)

(ADDRESS)

(CITY, STATE AND ZIP CODE)

(REPRESENTATIVE TO CONTACT - NAME & TITLE) (TELEPHONE)

(FEDERAL TAX I.D. NO.)

(FAX NO.)

BUSINESS CORPORATION **PARTNERSHIP** **INDIVIDUAL**
 OTHER (SPECIFY): _____

THE PORT AUTHORITY OF NY & NJ

Request for Qualifications (RFQ) No. 56665

**For Operations, Maintenance and
Concession Management Services Relating to
New York Stewart International Airport**

Release Date:

March 11, 2019

Statement of Qualifications Submission Closing Time:

2:00 p.m. local time on Thursday, April 11, 2019

REQUEST FOR QUALIFICATIONS

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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

1.1 The Opportunity

Through this RFQ, we are seeking to prequalify a limited number of qualified Respondents who will be invited to participate in a subsequent Request for Proposals (RFP) process that we intend to commence in April 2019. At the conclusion of the RFP Phase, we expect that the Proposer that is ultimately selected (the "**Preferred Proposer**") will enter into an Airport Operator Services Agreement (the "**Airport Operator Services Agreement**") to perform the "**Airport Operator Services**" at New York Stewart International Airport (the "**Airport**").

The Airport Operator Services include:

- (i) Airfield Operations and Maintenance ("**O&M**") Services;
- (ii) Terminal and Landside O&M Services; and
- (iii) Terminal Concession Management or Operator Services.

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 Airport 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 Airport Operator Services

We expect the Proposer who we select to perform the Airport Operator Services and enter into the Airport Operator Services Agreement (the "**Airport Operator Services Contractor**") will bring all of the necessary resources and expertise to meet our objectives for the Airport Operator Services (the "**Airport Operator Services Objectives**"), which include, but are not limited to the following:

- (a) to manage airfield, terminal, landside operations and maintenance services, and concession management or operations services for the Airport following the expiration of agreements with the existing providers;
- (b) to provide passengers with a quality customer experience with respect to amenities, food and beverage, and retail offerings, to ensure the Airport is continuously meeting passenger needs;

- (c) to provide operational management services at the Airport consistent with airport management best practices, including efficient and safe ramp operation, optimized gate utilization, clear wayfinding and efficient passenger movement, oversight of parking lots and revenue control system, business administration;
- (d) to provide terminal and landside maintenance services at the Airport consistent with airport management best practices, including a robust life cycle asset management program, custodial services, and a strong reporting system for maintenance performance;
- (e) to comply with FAA Part 139 and all applicable environmental responsibilities;
- (f) to integrate retail, dining and commercial development in the Terminal to maximize the Terminal's non-airline revenue and revenue per enplanement;
- (g) to enable opportunities for the concessions operator to invest its capital into the Terminal's concession program; and
- (h) to create opportunities that encourage local business and MWBE participation in all aspects of the Airport Operator Services.

1.4 **The Respondent**

The Respondent's team can 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 Airport Operator Services.

Note:

- (a) No more than one Airfield or Terminal O&M Firm will be allowed on any Respondent's Team. The Airfield and Terminal O&M must each be a member of any joint venture or other legal entity formed to act as the Respondent, and the Airfield and Terminal O&M Firm will be jointly and severally liable to the Port Authority for all of the Respondent's obligations under the Airport Operator Services Agreement.
- (b) If a single firm will perform the role of Airfield and Terminal O&M Firm, then references in this RFQ to the Airfield and Terminal O&M Firm should be read to mean that single firm.

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. NEW YORK STEWART INTERNATIONAL AIRPORT

2.1 Airport Overview

New York Stewart International Airport is located in Orange County, New York, approximately 60 miles from New York City. It is situated on approximately 2,406 acres located in the Towns of Newburgh and New Windsor, and are under the operation of the Port Authority. The Airport is bounded roughly to the north by Routes 17K and I-84, to the south by Route 207, to the east by the New York State Thruway (Route I-87) and Route 747 to the west.

The Airport encompasses a terminal, hangers, runways, taxiways, administrative offices, warehouse and manufacturing facilities, and undeveloped parcels of land consisting mostly of open fields. On the airside, there are two runways, 11,818' and 6,006' in length, both 150' wide; approximately 6.5 miles of taxiways, 75' in width; 1.75 miles of vehicle access roads; and approximately 2.6 million square feet of ramp area. The landside consists of a terminal building of approximately 180,000 square feet; and approximately 7.0 miles of public roads, including those in an industrial park. There is also a 4-lane divided highway, approximately 1.75 miles in length that leads in from the proximity of Interstate Highway 84 and there is approximately 1.0 million square feet of parking space in four lots. There is currently approximately 900 acres of natural area requiring mowing, pruning and other forms of landscaping. The general vicinity of the Airport includes undeveloped and industrial/commercial properties and intermixed residential dwellings.

Police response is provided by the New York State Police; emergency medical response by the Town of New Windsor Volunteer Ambulance Corp on the southern half of the airport and Town of Newburgh Volunteer Ambulance Corp on the northern half of the airport. Mobile Life Support Service also supplements the region when needed. Fire response is provided by the New York Air National Guard on airport grounds.

The Airport serves approximately 690,000 passengers annually through eight (8) gates. The Airport is an FAA Part 139 certificate holding airport.

The Airport has a contract tower owned by the FAA and staffed by Midwest Air Traffic Control personnel twenty-four (24) hours a day. The Airport has an on-site US Customs inspection service that operates seven (7) days a week, sixteen (16) hours per day with "on-call" service provided at other times through advance arrangements. The Airport pays US Customs for this service under a user fee arrangement. Future plans include a Federal Inspection Station (FIS) and full time Customs and Border Protection (CBP) Operations.

There are two (2) Fixed Based Operators (FBO) at the Airport: Atlantic Aviation and Signature Flight Support Services. There are two fuel farms at the Airport. The southwest located fuel farm is managed by Atlantic Aviation and the northeast located fuel farm is managed by Signature Flight Support Services.

2.2 Description of Current Airport Operations

(a) Airfield and Landside O&M

The Port Authority currently has an Airfield Management Service company at the Airport whose responsibilities are all aeronautical and landside operations functions, including but not limited to compliance with FAA Part 139; airfield and related infrastructure maintenance, equipment and vehicle maintenance; cleaning; landscaping; business administration such

as landing fee billing and collection, snow removal, noise monitoring, control, and abatement; environmental compliance responsibilities; wildlife control; and airport security, complete landside operation including, but not limited to, accounts receivables and accounts payables, engineering and project management, terminal operations, cleaning and maintenance, interactions with air carriers and government agencies, oversight of parking lots and revenue control system, customer service and training of all staff.

(b) Current Airport Concession Program

New York Stewart International Airport Food, Beverage and Retail Concessions are currently operated under a direct lease agreement with the Port Authority of New York and New Jersey, due to expire in 2020. The concessions program totals approximately 4,327 square feet, excluding support space, offers both pre and post security options including a mobile currency exchange kiosk and a US dollar ATM.

The post security concessions program features a quick service restaurant that includes a bar service, a news and convenience store and a Duty Free store. Concessions spaces are centrally located and accessible to all departing passengers. Encompassing 550 square feet is a DUFY store and a bar service inside the existing Euro Café / Hudson News store were added to the program in June 2017 following the commencement of Norwegian Air Shuttle service.

Pre security concessions spaces refurbishment was completed in 2005. The pre security concessions space includes a News and Convenience store, Quiznos quick service restaurant, and adjacent food court type seating. Pre-security concessions are located across from the check-in desks and can be accessed by all passengers and visitors.

2.3 Concessions Current Footprint

Concessions List	SF	Location	Type
Euro Café	920	Post-security	Quick Service Food and Bar
Hudson News	860	Post-security	News, Convenience and Gifts
DUFY	550	Post-security	Duty Free
Total Post-security	2,330		
Quiznos	1,200	Pre-security	Quick Service Food
Hudson News	625	Pre-security	News, Convenience and Gifts
ATMs (2)	100	Pre-security	Service
Currency Exchange Kiosk	72	Pre-security	Service
Total Pre-security	1,997		
Total Pre and Post Security	4,327		

Lease Year	Gross Receipts	Enplanements	SPE
Jul 13 – Jun 14	\$996,080	166,516	\$5.98
Jul 14 – Jun 15	\$964,661	146,845	\$6.57
Jul 15 – Jun 16	\$908,246	137,956	\$6.58
Jul 16 – Jun 17	\$1,090,846	145,126	\$7.52
Jul 17 – Jun 18	\$4,344,921	310,427	\$14.00
Jul 17 - Dec 17	\$ 2,111,306	153,209	\$13.78
Jul 18 – Dec 18	\$2,998,787	194,426	\$15.42

2.4 Vision for Continued Transformation of the Airport

The vision for continued transformation of the Airport and objectives are as follows:

- (a) Create an airport terminal and landside experience that: (1) is smart, timeless, innovative and efficient; (2) embodies the spirit, resiliency, and dynamism of New York State and the surrounding community;
- (b) Airfield operations and maintenance fully FAA Part 139 compliant;
- (c) Airfield, Terminal and Landside operations and maintenance consistent with the sound, safe, innovative, prudent and efficient airport management.
- (d) A custom-designed concessions program that helps deliver modern airport experience and compliments the offerings available onboard air carriers operating out of New York Stewart International Airport.

3. OPERATIONS, MAINTENANCE AND CONCESSION MANAGEMENT AND OPERATIONS SERVICES

3.1 Airfield, Terminal and Landside Operations and Maintenance

The Airport Operator Services Contractor will be responsible under the Airport Operator Services Agreement for all operations and maintenance for the Airport's airfield, terminal and landside. We expect the Airport Operator Services Contractor will directly employ most of its own staff who will be responsible for the management of the airfield, terminal, and landside, including but not limited to operations, maintenance, vehicle and equipment maintenance, customer services, security, parking, custodial, project management, finance, communications, procurement, technology, ramp management, loading bridge maintenance, environmental, human resources, administrative assistance, and legal. The Airport Operator Services Contractor shall provide all services as are customary and normal to such operations, following the Port Authority's policy direction. The Airport Operator Services Contractor will not assume any Port Authority staff or employees in connection with the Airport Operator Services Agreement. The Port Authority will enter into lease/gate/space and use agreements with airlines.

3.2 Concession

In transition with the expiration of current concession agreements in 2020, the Airport Operator Services Contractor will be responsible for soliciting, in collaboration with the Port Authority, and recommending to the Port Authority, an experienced and forward thinking partner(s) to design and operate a first-in-class concessions program. The Port Authority envisions a custom-designed concessions program that helps deliver modern airport experience and compliments the offerings available on board air carriers operating out of the Airport.

We are placing a major emphasis on enhancing service and revenue productivity through efficient use of space, expanding food, beverage and retail choices, improving circulation within concessions areas, and delivering a New York Hudson Valley sense of place.

As part of the Airport Operator Services Contractor's solicitation, prospective concession proposers will be encouraged to demonstrate their creativity, sophistication and passion for excellence in order to custom-design exceptional experiences for New York Stewart International Airport guests and passengers.

Upon the completion of the solicitation, the Airport Operator Services Contractor will be expected to either operate the concessions program itself or negotiate and enter into direct lease agreements with concessionaires for concession facilities in the Terminal, which agreements are anticipated to require the Airport Operator Services Contractor or applicable lessee to pay the greater of a minimum annual guarantee or percentage rent based on the concessionaire's sales.

4. COMMERCIAL FRAMEWORK

This section sets out the Port Authority's proposed commercial framework and compensation for the Airport Operator Services. Respondents should include in their SOQ comments or feedback in relation to the commercial framework set out in this Section 4. 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 proposed commercial framework to enable us to consider any potential alternatives, issues or concerns as we advance the RFP.

4.1 Airport Operator Services Agreement

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

(a) Term

The term of the Airport Operator Services Agreement will be for ten (10) years with one five (5)-year Option Period and one six (6) month extension period.

The Airport Operator Services Contractor will take over the Airport Operator Services at the existing Airport under the same terms that are in place with the existing service providers for the Airport. We anticipate that the Airport Operator Services Contractor will start providing Airport Operator Services at the Airport in Fourth Quarter 2019.

(b) Compensation for Airport Operator Services at the Airport

The Airport Operator Services Contractor will be entitled to a monthly management service fee as compensation for the Airport O&M Services and Concession Management Services.

(c) O&M Reimbursement

The Airport Operator Services Contractor will receive reimbursement for approved costs.

Approved costs mean:

- Actual expenditures incurred on a cash basis for materials, services and labor included within a budget submitted to and approved by the Port Authority, or
- Expenditures for materials, services and labor independent of the approved budget with advance written approval of the Port Authority.

In addition to expenses and costs included in the budget, the Port Authority may from time to time, upon written notice to the Airport Operator Services Contractor approve certain expenditures as specified in such notice and upon the same will thereupon become Approved Costs.

The Port Authority and not the Airport Operator Services Contractor will be responsible for the costs associated with capital improvements that substantially alter or upgrade the existing Airport facilities.

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

The Airport Operator Services Contractor will pay or pass through to the Port Authority the greater of (i) a Minimum Annual Guarantee (MAG) for concessions revenue based on an aggregate figure for the Airport as a whole or (ii) a percentage of gross concession revenues/receipts. Each Concession Proposer will bid its MAG and the shared percentage of concession revenue (if serving in a concessions management capacity) or gross receipts (if proposing in an operator capacity) in its Concession Proposal. The Airport Operator Services Contractor will be responsible for performing or requiring concessionaires to develop the concession program and performing certain lifecycle maintenance and renewal work involving capital improvements for the concession areas.

4.2 **MBE/WBE Participation**

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The Airport Operator Services Contractor will be required to use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises (MBEs) and Port Authority Certified Women-owned Business Enterprises (WBEs) in all purchasing and subcontracting opportunities associated with the Airport Operator Services Agreement, including purchase of equipment, supplies and labor services. Further details on the required MBE/WBE participation goals and policy will be provided in the RFP.

4.3 **Airport Concession Disadvantaged Business Enterprise (ACDBE)**

The Port Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with applicable U.S. Department of Transportation regulations in 49 CFR Part 23, for the Port Authority's primary airports (Newark Liberty International, John F. Kennedy International, LaGuardia and Stewart International Airports). It is the policy of the Port Authority to ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. Further details on the Port Authority's ACDBE policy and requirements will be provided in the RFP.

4.4 **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 an Airport Operator Services Contractor from the Proposers who submit compliant Proposals.

4.5 **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.

4.6 Facility Tour

A tour of the public areas at the Airport will be held at the following date and time:

Date: Monday March 25, 2019

Time: 11:00 AM EST

Location: New York Stewart International Airport
1180 1st Street New Windsor, NY 12553

Contact: Jasmine Green
212-435-4654

jrgreen@panynj.gov

Registration Deadline: Friday March 22, 2019

4.7 Shortlisting

We will establish a shortlist of no more than five (5) 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 in early Second Quarter 2019. Respondents not shortlisted will also be notified.

4.8 Pre-RFP Meeting

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

4.9 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 Airport 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 a copy of the draft Airport Operator Services Agreement. At the conclusion of the RFP Phase, we intend to select the Proposal that we determine to be most advantageous to the Port Authority, as defined in the RFP.

We may conduct Collaborative Dialogue Meetings ("**CDMs**") during the RFP Phase. CDMs will enable us to: (i) engage in dialogue with the Proposer with the intention of identifying solutions for the delivery of the Airport Operator Services most advantageous to the Port Authority; and (ii) discuss important commercial and service delivery or technical issues. A Proposer may request additional CDMs and we may grant or deny any requests for additional CDMs. We may conduct additional CDMs with each Proposer at our discretion.

To encourage full and transparent candour during CDMs, subject to a Proposer submitting the Agreement on Terms of Discussion (attached to this RFP as Form A), we will generally treat all information presented by a Proposer during a CDM as Non-Public Proposer Information. We will not discuss with the Proposer any Proposal or comments on this RFP other than its own. We may, however, disclose to all Proposers any issues of general applicability raised during a CDM.

4.10 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 Airport Operator Services Objectives;
- (b) qualifications of the Proposer's Key Personnel, as defined in the RFP;
- (c) proposer's 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.

4.11 The Port Authority Representative

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

Name: Jasmaine Green
Title: Strategic Procurement Advisor
Address: Procurement Department
4 World Trade Center, 21st Floor
150 Greenwich Street
New York, NY 10007
Phone: (212)-435-4654
Email: jrgreen@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.

4.12 Procurement Schedule

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

Event	Target Date
RFQ Phase	March 11, 2019 – April 2019
Issue RFQ	11 March 2019
Facility Tour	25 March 2019
Deadline for RFQ questions	4 April 2019
Closing Time for SOQ submissions	11 April 2019
Announcement and Notification of Shortlisted Respondents	April- May 2019
Pre-RFP Meetings with Shortlisted Respondents	April- May 2019
RFP Phase	May 2019 – September 2019
Issue RFP	April-May 2019
Closing Time for Proposal submissions	May - June 2019
Selection of Preferred Proposer	June 2019
Board Authorization	July 2019
Deadline for execution of the Airport Operator Services Agreement	July – October 2019

5. EVALUATION PROCESS FOR SOQS

5.1 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 Airport 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 Airport Operator Services Agreement, and deliver the Airport Operator Services;
- (b) Can manage all aspects of the Airport Operator Services Agreement in a satisfactory, timely, and effective manner, and can coordinate with our team in a cooperative, collaborative and functional manner;
- (c) Demonstrate having at least five (5) years of continuous experience immediately prior to the date of the submission of its proposal in the management and operation of a large one or more commercial airports business or actually engaged in providing these services to commercial airports, industrial and private accounts under contract;
- (d) Demonstrate satisfactory performance of at least one (1) contract(s) for similar services of similar scope within the past five (5) years.
- (e) Demonstrate an understanding of how the Airport Operator Services Contractor will contribute to the successful performance of the Airport Operator Services, and meet the Airport Operator Services Objectives.
- (f) Demonstrate gross revenues of at least one million (\$1,000,000) a year for the last five (5) fiscal or calendar year(s) from the type of services or products described herein;

5.2 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 5.3(a) (*Pass/Fail Evaluation Criteria*) and the Technical Evaluation Criteria provided in Section 5.3(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) is 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 our 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. Respondents

should notify their reference in advance, to alert them that we will be contacting them. The Respondent's score will be negatively impacted by the inability to contact and verify references.

5.3 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 4.9 (*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*)) for (a) airfield operating, maintenance and management capability, (b) terminal operating, maintenance and management capability, and (c) landside operating, maintenance and management capability.
 - (A) For Airfield Operations, Maintenance and Management responsibility, the Respondent must, at a minimum, have previous experience performing all operation and maintenance for at least one airport airfield serving at least twenty-five thousand (25,000) operations annually with a mixture of commercial and general aviation operations for which responsibility has been held for five years or longer, and the relevant experience must be for an airport where the Respondent was ultimately responsible for the listed airfield operations and maintenance experience.
 - (B) For Terminal Operating, Maintenance and Management 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 200,000 enplaned passengers annually 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.
 - (C) For Landside Operating, Maintenance and Management responsibility, the Respondent must, at a minimum, have previous experience performing all operation and maintenance for at least one airport landside operation serving at least twenty-five thousand (25,000) operations annually.
- (iii) **Legal:** The Respondent has presented the documentation required by Appendix C demonstrating that its organization has the legal ability to enter into the Airport Operator Services 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 Airport Operator Services.

If the Respondent passes all pass/fail evaluations, we will further evaluate its SOQ using the Technical Evaluation Criteria detailed in Section 5.3(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 Airport Operator Services:

- (i) **Experience and Qualifications of Respondent’s Team – *Demonstrated experience that Respondent has the ability to successfully complete the O&M Services under the Airport Operator Services Agreement.***

The Respondent will be evaluated based on the experience of the members of the Respondent’s Team (including Key Personnel) providing services at airports of similar size and functionality as the Airport including the Airport Airfield, Terminal and Landside operation and maintenance experience of the Respondent’s Team members.

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

The Respondent will be evaluated based on its understanding and approach to providing the Airport Operator Services, taking into consideration the extent that their understanding and approach address each of the Airport Operator Services Objectives. Sub-factors 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 O&M Services.
- (B) Explanation of how the Respondent will ensure the successful delivery of the Concession through solicitation of concessionaire(s) or operations of concessions.
- (C) Explanation of the Respondent’s role with respect to transforming the customer experience.

- (iii) **Respondent's Team Structure – *Demonstration of an organizational and management structure that is appropriate for the successful performance of the Airport 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 Airport Operator Services, and Respondent's rationale for selecting the team structure.

5.4 **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 Airport Operator Services
- (c) Respondent's Management Structure and Organizational Structure

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

5.5 **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
SWF	New York Stewart International Airport
MBE	Minority Owned Business Enterprise
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

Addendum or Addenda	A written amendment or clarification to this RFQ or the RFP issued by the Port Authority after the date this RFQ is issued.
Airfield O&M Services	Has the meaning set forth in Section 3.1 of the RFQ.
Airport	Has the meaning set forth in Section 1.1 of the RFQ.
Airport Operator Services Contractor	Has the meaning set forth in Section 1.3 of the RFQ.
Airport Operator Services Objectives	Has the meaning set forth in Section 1.3 of the RFQ.
Airport Operator Services Period	The period commencing upon the execution of the Airport Operator Services Agreement and ending upon the expiry of the Airport Operator Services Agreement.
Airport Operator Services	Includes, but is not limited to, the Airfield O&M Services, Terminal and Landside O&M Services, and Terminal Concession Management Services.

Airport Terminal	A building at a commercial service domestic or international airport available for passengers to travel between ground transportation to the facilities that allow them to board and disembark from the aircraft.
Associates	Any officer, employee, agent, consultant, contractor, licensee, or advisor of the Port Authority.
Claim	Any proceeding, cause of action, action, demand or suit (including by way of contribution or indemnity).
Closing Time	The date and time specified in Appendix C, Section 1.2.
Competing Respondent	Any other person or group of persons responding to this RFQ or the RFP, other than the Respondent.
Designated Representative	The individual from the Respondent who will be responsible for receiving official communications in relation to the Airport Operator Services and the Procurement Process on behalf of the Respondent.
Disclosed Information	<p>The following information (of whatever nature, including written, graphical, electronic, oral, or in any other form) which is either directly or indirectly disclosed to, or otherwise obtained by or on behalf of, Respondent's Team in respect of or in connection with the Airport Operator Services or the Procurement Process:</p> <ul style="list-style-type: none"> (a) the RFQ and the RFP; (b) any oral advice or Information given or furnished by or on behalf of the Port Authority or any of its Associates during the Procurement Process; (c) Information Documents; (d) all material disclosed in presentations, briefings or during any collaborative dialogue meeting conducted pursuant to the RFP, by or on behalf of the Port Authority or any of its Associates, in connection with the Airport Operator Services during the Procurement Process; (e) all material relating to the Airport 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 Airport 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 5 of this RFQ, which constitute the basis for the Port Authority's evaluation of the SOQs and determination of the Shortlisted Respondents.
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.
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 Airport Operator Services.
Landside O&M Services	Has the meaning set forth in Section 2.2 of the RFQ.
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.
O&M Services	The Airfield O&M Services, Terminal O&M Services and the Landside O&M Services.
Port Authority	The Port Authority of New York & New Jersey and its subsidiaries.
Port Authority Representative	The designated individual to serve as the Port Authority Representative for the duration of the Procurement Process as forth in Section 4.10 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 4.4 of the RFQ.

Proposal	A proposal submitted by a Respondent in response to the Port Authority's Request for Proposals for the Airport Operator Services.
Respondent	The entity responding to this RFQ by submitting the SOQ.
Respondent's Team	For each Respondent, the entities and persons identified in its SOQ as the Respondent, including but not limited to, the Airport O&M Firm, and Key Personnel.
Request for Proposals (or RFP)	The solicitation document that may be issued by the Port Authority to Shortlisted Respondents that will contain more detailed specifications for the Airport Operator Services, and will provide the requirements to submit a Proposal.
Request for Qualifications (or RFQ)	This solicitation, together with its appendices, forms, Addenda, if any.
RFP Evaluation Criteria	The criteria and standards which constitute the basis for evaluating Proposals. RFP Evaluation Criteria will be defined in the RFP.
RFP Phase	The second stage of the Procurement Process, as set forth in Section 4.8 of the RFQ.
RFQ Phase	The first stage of the Procurement Process, as set forth in Section 4.5 of the RFQ.
Shortlist	The list of Shortlisted Respondents determined by the Port Authority.
Shortlisted Respondent	A Respondent to this RFQ that the Port Authority determines will be invited to participate in the subsequent RFP Phase of the procurement for the Airport Operator Services, as set forth in Section 4.8 of this RFQ.
Statement of Qualification (or SOQ)	The formal qualifications package submitted by a Respondent in response to this RFQ.
Technical Evaluation Criteria	Has the meaning set forth in Section 5.3(b) of the RFQ.
Terminal O&M Firm	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 Airport Operator Services.

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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm, , each firm will 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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm (where only a single entity is performing those roles); and
 - (ix) where the Respondent is comprised of different firms in the roles of Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm, both the Respondent (being the firms acting as a group in participating in the Procurement Process) and each of the firms individually.
- (e) If the Port Authority has a right exercisable against the Respondent, it may in its absolute discretion exercise that right against the Airfield O&M Firm, Terminal O&M Firm, or Landside O&M Firm (or any of them).
 - (f) Where the Respondent is comprised of different entities performing the roles, the Respondent must ensure that none of the firms 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 firms 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 a 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 Airport Operator Services, the procurement method for the Airport 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 Airport Operator Services;
- (b) require additional Information from the Respondent (which can be sought from the Airfield O&M Firm, Terminal O&M Firm, or Landside O&M 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 Airfield O&M Firm, Terminal O&M Firm, or Landside O&M Firm breaches the Terms and Conditions, including if the breach occurred prior to the submission of its SOQ or Proposal;
 - (ii) the Respondent, or any firm within the Respondent group 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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm:
- (i) communicate with any of the firms (or all 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, any of the firms (or all 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, give regard to:
- (i) the Port Authority's knowledge and previous experience and dealings with the Respondent, the Airfield O&M Firm, Terminal O&M Firm, or Landside O&M Firm;
 - (ii) without limiting clause 4.2(i)(i), information (including opinions, representations and advices) about the past and current performance of the Respondent, Airfield O&M Firm, the Terminal O&M Firm, or Landside O&M Firm under any other contract, arrangement or dealing between the Respondent, any of the Respondent's Team and a Government Party; and
 - (iii) information concerning the Respondent or the Respondent's Team, Airfield O&M Firm, the Terminal O&M Firm or Landside O&M 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 Airport Operator Services 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 Respondent's Team, 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 Airport Operator Services 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 Airport Operator 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, or any member of the Respondent's Team.

4.5 **Indemnity to the Port Authority and Personal Liability**

- (a) The Respondent, and each member of the Respondent's Team, 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.
- (b) No Commissioner, director, officer, agent or employee of either party shall be charged personally by the other party with any liability, or held liable to the other party, under any term or provision of this RFQ, or because of the party's execution or attempted execution, or because of any breach thereof.

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 Airport Operator Services Agreement;

- (b) no contract in respect of the Airport 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 Airport Operator Services 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 Airport 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 Airport 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 in 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, or Respondent's Team 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 or the Airport Operator Services 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 Airport Operator Services, Procurement Process or any Disclosed Information;
- (d) except as specifically set forth in the RFP, the Airport Operator Services Agreement, in no circumstances will the Port Authority or any of the Port Authority's Associates be liable to the Respondent or the Respondent's Team whether in contract, tort (including negligence, misrepresentation or breach of warranty), under statute or otherwise for any Losses incurred or suffered by the Respondent or the Respondent's Team 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 or the Respondent's Team 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 Airport Operator Services Agreement except to the extent expressly incorporated in the final Airport Operator Services Agreement; and
- (g) no payment will be made or be payable by the Port Authority or the Port Authority's Associates to the Respondent or the Respondent's Team for any Losses incurred by the Respondent in, on account of, or as a consequence of:
 - (i) preparing and submitting a 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 a 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 Airport 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 or the Respondent's Team; 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 for the duration of the Procurement Process and, if Respondent is awarded the Airport Operator Services Agreement, the duration of the Airport Operator Services Agreement (except as expressly permitted under the terms of the RFP or Airport Operator Services 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 a 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 Airport Operator Services **Contractor**, 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>.

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 Airport Operator Services Agreement should be aware that background checks will be required of all individuals who work on the Airport Operator Services (both onsite and offsite). Background checks are performed through SWAC, the Secure Worker Access Consortium (www.secureworker.com). The Port Authority typically requires all individuals for whom 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

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 nor any member of the Respondent's team, will be able to commence or make any Claim against the Port Authority or the Port Authority's Associates for the release of any documents by the Port Authority (including any documents submitted by the Respondent or the Respondent's Team 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 Airport 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 Airport 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 and the Respondent's Team 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 or the Respondent's Team; 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 Airport 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 Airport 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 Airport 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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M 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 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 Airport Operator Services 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 April 11, 2019. 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: Proposal Custodian

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

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

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

2. SUBMITTAL FORMAT

The Respondent must submit: one 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 "**Airport Operator Services for SWF 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 "Airport Operator Services SWF SOQ [Respondent Name] Part XX.pdf" or "Airport Operator Services SWF 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 "Airport Operator Services SWF 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

SOQ Submittal Requirements Checklist	
Part 1, Section 1- Legal	
<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)
Part 1, Section 2- Technical Qualifications	
<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

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

Organization of the SOQ and List of Submittal Requirements	
Part 1, Section 1 - General Information	
SOQ Transmittal Letter	<p>Provide an SOQ Transmittal Letter on 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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M 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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm; and (c) the identity of the individuals who will be the signatories to the Airport Operator Services 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>

Certificate of Authorization (Form A)	Respondent must each submit a fully executed Certification of Authorization in the form set out at Form A.
Agreement on Terms of Discussion (Form B)	Respondent must each submit a fully executed Agreement on Terms of Discussion in the form set out at Form B.
Respondent's Team Profile	<p>The Respondent must provide a profile that must include a general description of Respondent, the Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm, indicating their lines of business and service offerings, locations of home and 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"> • 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 Airport Operator Services Agreement. • Confirmation of how Respondent is or will be legally structured (i.e., as a corporation, limited liability company (LLC), consortium, partnership or any other form of joint venture). • If Respondent is a limited liability company, consortium, partnership or any other form of joint venture, identify the Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm and specify percentages of ownership by each, and their respective roles. • The name of Respondent's Designated Representative, address, telephone number, and e-mail address. • If the Respondent, or any member of the Respondent's Team 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.
Evidence of Submittal of Background Qualification Questionnaire (BQQ)	<p>The Airfield O&M Firm, Terminal O&M Firm, and Landside O&M 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 April 11, 2019. This document and instructions for submitting the BQQ can be found at http://www.panynj.gov/inspector-general/pdf/PANYNJ-BQQ-CNC-Instructions-Apr15.pdf.</p> <p>Respondent must submit evidence that Respondent and the Respondent's Team has submitted the Background Qualification Questionnaire (BQQ) to the Port Authority's Office of Inspector General (OIG). Evidence of the</p>

	Respondent's submission must be an email from the OIG confirming receipt of the submission.
Certification of No Investigation and Performance on Prior Contracts	Respondent, the Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm, must each submit a fully executed Certification of No Investigation and Performance on Prior Contracts in the form set out at Form C.
Copy of Executed Agreement (if applicable)	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.
Copy of Teaming Agreement (if applicable)	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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm.
Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)	<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 Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm acknowledging that the Airfield O&M Firm, Terminal O&M Firm, and Landside O&M 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 Airport Operator Services Agreement.</p> <p>If Respondent is a limited liability company formed or to be formed for the purpose of the Airport Operator Services, the SOQ must include a letter signed by an authorized representative of the Airfield O&M Firm, Terminal O&M Firm, and Landside O&M Firm acknowledging that each firm will be required to provide to the Port Authority an irrevocable absolute and unconditional guarantee of all of Respondent's obligations under the Airport Operator Services Agreement.</p>
Part 1, Section 2- Technical Qualifications	
Respondent's Team - Management and Organizational Structure	<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 Airport Operator Services Period. In its SOQ responding to this part of the RFQ the Respondent must:</p> <ul style="list-style-type: none"> • Describe the Respondent's management or governance structure, including decision-making authority. • Explain Respondent's rationale for selecting its proposed organizational and management structure and how such will achieve

	<p>the Airport Operator Services Objectives and successfully deliver the Airport Operator Services.</p> <ul style="list-style-type: none"> • 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 Airport Operator Services. • The Respondent should provide a brief description of the role and responsibilities that its Key Personnel would perform during the Airport Operator Services Period and identify Key Personnel who play a strategic role within their team. <p>The Respondent must provide an organizational chart that shows the Respondent's proposed organizational and management structure during the during the Airport Operator Services 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>Experience and Qualifications of Respondent's Team</p>	<p>Submit the following information regarding the performance history and experience of the Respondent's Team delivering operation and maintenance services in relation to airports with similar size and functionality to the Airport.</p> <ol style="list-style-type: none"> 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 airports 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. 2. The Respondent must provide the following details on up to five representative airports on which members of the Respondent's Team have provided operations and maintenance services during the last ten years ("O&M Reference Airports "). The requested information must be provided for each O&M Reference Airport in a format consistent with Form D (<i>Operations and Maintenance Qualifications Experience</i>). 3. 4. The Respondent must provide the following information for each O&M Reference Airport in Form D (<i>Operations and Maintenance Qualifications Experience</i>): <ul style="list-style-type: none"> • The name, location, and description of the facility. • The member or members of the Respondent's Team involved. • 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 airport.

	<ul style="list-style-type: none"> • The overall contract value of the operations and maintenance services provided by the relevant member of the Respondent's Team. • Annual enplaned passengers and operations figures for each Airport. • The period during which the operations and maintenance services were provided. • The commercial framework under which the relevant member of the Respondent's Team was compensated for the operations and maintenance services. The Respondent should describe the general commercial framework but is not required to provide amounts or figures. • 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. • If a joint venture or other form of organizational structure other than a corporation, indicate percentage of each partner/member. • An explanation of any significant challenges or problems that affected the operations and maintenance 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. • 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. Verifiable references must be provided. The Respondent's score will be negatively impacted by our inability to contact and verify references.
<p>Key Personnel Experience and Qualifications</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"> 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. 2. Resumes with appropriate details and work history for no more than seven individuals from Respondent's Team who will have key responsibilities in connection with the delivery of the Airport Operator Services. 3. For each O&M Reference Airport listed in Forms C, provide a summary table (Part 2 of Form F) to cross-reference the Respondent's Team (i.e., entities and Key Personnel) to the O&M Reference Airport.

	<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 O&M Reference Airport 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 Airport 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 Airport Operator Services Period. Resumes should include details of not more than three example airports for each Key Personnel (and may also briefly cite involvement in the O&M Reference Airport) and should identify how the examples cited provide qualification for their role in delivering the Airport Operator Services. Each resume must also include three (3) references, including the name, affiliation, address, telephone number and email address for each.</p>
<p>Understanding and Approach</p>	<p>Submit a narrative that demonstrates the Respondent's understanding of the Airport Operator Services Objectives as set forth in the RFQ, and how the Respondent's organization will promote innovation in delivering the Airport Operator Services.</p> <p>This narrative must include:</p> <ol style="list-style-type: none"> 1. Statement of the Respondent's approach to performing the O&M Services, which must: <ul style="list-style-type: none"> • Explain the Respondent's understanding of and approach to performing the O&M Services (with reference to each element of the Airport Operator Services Objectives for airfield, terminal and landside). • Identify any specific risks and challenges as they relate to O&M Services, and how it plans to overcome them. • Describe its approach to transitioning the O&M Services from the existing service provider, and transforming SWF to a new level of customer service. <p>The narrative should not be longer than 10 pages.</p>
<p>Part 1, Section 3- Financial Information</p>	
<p>Financial Statements, Information, and Letters</p>	<p>The Respondent must provide:</p> <ol style="list-style-type: none"> (a) Financial statements for the Respondent and each member of the Respondent's Team for the three most recent fiscal years, audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP). The Respondent must also submit a completed Form G for itself and each of its Team. If the Respondent is a newly formed entity and does not have independent financial statements, financial statements for the Respondent's Team will be

sufficient (and the Respondent must expressly state that the Respondent is a newly formed entity and does not have independent financial statements). Financial statements must be provided in U.S. dollars where practicable, but financial statements in other currencies will be considered, provided that the Respondent provides a letter from a certified public accountant of the applicable entity, stating the rates of conversion as of the date of the statements, as well as current rates of conversion, and providing U.S. dollar values and descriptions in U.S. terminology for significant line items in the financial statements based on the rate of conversion as of the statement date. If audited financials are not available for 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 Respondent's Team 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 Airport Operator Services Agreement to be provided by a separate entity acceptable to the Port Authority.

Required financial statements include:

- (i) Opinion letter (auditor's report);
 - (ii) Balance sheet;
 - (iii) Income statement;
 - (iv) Statement of changes in cash flow; and
 - (v) Footnotes.
- (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.
- (c) Provide information regarding any material changes in the financial condition of the Respondent and each member of the Respondent's Team for the past three years and anticipated for the next reporting period. If no material change has occurred and none is pending, the Respondent, and each member of the Respondent's Team, as applicable, must provide a letter from its chief financial officer or treasurer so certifying.
- (d) The Respondent and each member of the Respondent's Team 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 Airport Operator under the Airport Operator Services Agreement.
- (e) If financial statements are prepared in accordance with principles other than U.S. GAAP, provide a letter from the certified public accountant of

	<p>the applicable entity discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.</p> <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 Team members.</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 and each member of the Respondent's Team 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 Airport 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 terms of the Airport Operator Services Agreement.

Commercial Framework	The Respondent is encouraged to provide candid feedback regarding the commercial framework set out in Section 4 of the RFQ.
Airport Operator Services	<p>The Respondent is also encouraged to provide comments and feedback related to any or all of the following:</p> <p>(a) The procurement schedule.</p> <p>(b) The scope or other aspects of the Airport Operator Services that you feel may need refinement prior to the issuance of the RFP.</p> <p>(c) Any other initial observations, concerns, or insights surrounding the Airport Operator Services that the Respondent would like to share with us.</p>

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 New York Stewart International Airport issued on [●], 2018, 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 _____ 2019.

[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.

(Entity)

(Signature)

(Title)

(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 New York Stewart International Airport issued on March 11, 2019, 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/operations 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 Airport Operator Services 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.

(Entity)

(Signature)

(Title)

(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.

Experience Summary	
Name of Respondent Team member:	
Airport Name and Location:	
Airfield Description:	
Terminal Description: a) Total Sq. Feet b) Concession Space Sq. Feet c) Number of Gates d) Turns per gate	a) b) c) d)
Mix of Aviation Users and 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 – Key Personnel Resumes, Information and Experience
Part 1**

Resumes of Key Personnel			
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.)			
Relevant Experience			
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 E – 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 (cross reference with facilities listed in Forms C and D)										
1											6
2											7
3											8
4											9
5											10

Form F – Financial Status

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

	NAME	EQUITY INTEREST
Respondent (if financial information is available):		N/A
Airfield O&M Firm		
Terminal O&M Firm:		
Landside O&M Firm		

Summary Balance Sheet

Respondent/ Airfield O&M Firm/ Terminal O&M Firm/ Landside O&M Firm Name*

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

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

Form G – Bank Credit Reference

Please provide the following information for the Respondent, the Airfield O&M Firm the Terminal O&M Firm, and the Landside O&M 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?
7. Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution.
8. Overall, how would you rank the financial stability or credit worthiness of the Entity (e.g. excellent, good, satisfactory, poor)?

Signature

Date