



REQUEST FOR QUALIFICATIONS

Development and Operations of Air Cargo Facilities at John F. Kennedy International Airport

REQUEST FOR QUALIFICATIONS

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1. INTRODUCTION

1.1 The Opportunity

Through this Request for Qualifications (RFQ), the Port Authority is seeking to establish a pool of prequalified parties who may be invited to participate in future Requests for Proposals (RFP) or Lease Offerings (LO) for the planning, design, construction, operations and leasing of new air cargo facilities on available parcels of land at John F. Kennedy International Airport (“**JFK**” or the “**Airport**”).

1.2 Cargo Facilities Development

We expect those firms that respond to this RFQ (“**Respondents**”) will be able to demonstrate to us their ability to bring all the necessary resources and expertise to successfully deliver on future development and services opportunities.

Respondents that we prequalify to participate in future RFPs or LOs will be responsible for:

- (a) The design, development (including the demolition of existing facilities, as necessary), site preparation (including bringing all necessary utilities to each site), construction fit-out and the programming, management and operation of the applicable facilities;
- (b) Obtaining all equity and debt necessary for the financing of the any subsequent projects;
- (c) Completing any applicable environmental processes to be in a position to quickly move to the design and construction stage of any subsequent project(s); and
- (d) Marketing and attracting tenants, including those who are not currently located on-site at JFK.

1.3 Respondent Profile

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). Underlying entities comprising the joint venture will be joint and severally liable. Please submit the Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable).

1.4 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. THE AIRPORT

2.1 Overview

John F. Kennedy International Airport (JFK) is a leading international air cargo facility. The facility has approximately 3.3 million square feet of office and warehouse space dedicated to cargo operations serving the NY/NJ region, and is served by passenger airlines, all-cargo airlines and by integrators that move international and domestic cargo. The entire air cargo area is designated as a Foreign-Trade Zone. JFK serves the world's key air cargo markets through a strong mix of long-haul, direct and nonstop all-cargo aircraft and wide-body passenger aircraft flights. Located on Jamaica Bay in Queens, New York, the airport is just 7 miles from LaGuardia Airport (LGA), 20 miles from Newark International and 15 miles from downtown Manhattan.

2.2 Highlights of JFK Strategic Location

- John F. Kennedy International Airport (“**JFK**” or the “**Airport**”) is one of the busiest airports in the nation and is an indispensable part of global travel and the region's economy. The Airport handles over 60 million passengers a year, supports 300,000 jobs, and generates more than \$45 billion in sales and \$16 billion in wages. It is an essential component of the world's air transportation system and a regional economic driver. JFK is located in one of the nation's largest and most affluent consumer markets. It is one of the main U.S. gateways for cargo, ranked 6th nationally by air freight tons and 21st worldwide. JFK is unmatched in its ability to reach to international destinations with frequent service to key trading partners while offering direct access to the world's largest cities both through all-cargo aircraft and wide-body passenger aircraft flights.
- JFK has access to an unparalleled network of freight forwarders, customs brokers and truckers familiar with ever changing security and screening regulations. The entire air cargo area is designated as a Foreign-Trade Zone. JFK serves the world's key air cargo markets through a strong mix of long-haul, direct and nonstop all-cargo aircraft and wide-body passenger aircraft flights.
- JFK has an expanse of physical space on airport to accommodate growth and A VISION to achieve its full potential and provide World Class service and operations. The cargo modernization program has already kicked-off!

2.3 Business Advantages

There are many advantages of doing business at JFK.

Over 1,000 cargo related companies are located at JFK or in the areas adjacent to JFK. These companies include airlines, freight forwarders, trucking companies, U.S. Customs Brokers, Government Regulatory Agencies, ground handling agents, general sales agents, logistics companies, security companies, container stations and warehouses, and other industry service providers.

- JFK serves over 100 scheduled and non-scheduled carriers with over 1,200 lane movements daily to hundreds of cities worldwide, including 13,483 freighter flights operated in 2019.
- JFK accommodates all type of aircraft loading and unloading operations for both main deck and belly cargo.

- In 2019, JFK ranked number 6 domestically and number 21 internationally in terms of airport cargo tonnage volumes.
- JFK's cargo facilities provide extensive cold chain capabilities to handle both pharmaceuticals and other perishable products.
- The JFK region is home to approximately 1,000 companies involved in the transportation of air cargo including approximately 600 international freight forwarders.
- JFK's cargo supports more than 72,000 regional jobs paying more than \$4.4 billion in annual wages and generating more than \$12.5 billion in annual sales.

2.4 Central Terminal Area

JFK has six (6) operating airline terminals, surrounded by a dual ring of peripheral taxiways. More than 125 aircraft gates serve the terminals. The central terminal area also includes a central heating and air-conditioning plant.

2.5 Taxiways and Runways

JFK's runway system consists of two pairs of parallel runways (4L-22R, 4R-22L and 13L-31R, 13R-31L) aligned at right angles. Total runway length is over nine miles. All four of the airport's runways are 200 feet wide and can accommodate Aircraft Design Group VI aircraft. Taxiways total approximately 45 miles in length with widths of 75 feet or 82 feet. There are shoulders and erosion control pavements on each side of the taxiways. Other features include the taxiway centerline light system and a sign system, illuminated at night to provide directional information for taxiing aircrafts.

2.6 Air Traffic Control Tower and US Customs Inspection Services

The 321-foot tower, which opened in 1994, includes state-of-the-art communications, radar and wind-shear alert systems. JFK is home to the northeast region's U.S. Customs headquarters.

2.7 Current Air Cargo Facilities

Current JFK Air Cargo handling facilities include:

- **FedEx:** operates Buildings 6 and 262, located in the Cargo Area D, consisting of approximately 304,000 square feet of Building space to support their express operations and regional ground delivery functions.
- **Korean Air Cargo:** Building 9, opened in October 2000, is 220,000 square-foot cargo facility, and has the capability to handle B747-8F aircraft. The facility services as Korean Air's cargo facility.
- **Delta Cargo:** Building 21, on the airport's Cargo Area B, and provides state-of-the-art cargo space for Delta Cargo. This facility consists of approximately 172,300 square feet of building space which includes cargo warehouse and office space. The aircraft ramp is able to accommodate B747-8F freighters. On the landside, truck docks provide fast and efficient service and relieve vehicular congestion.
- **Lufthansa Cargo:** Building 23, on the airport's Cargo Area B, and provides state-of-the-art cargo space for Lufthansa Cargo. This facility consists of approximately 225,000 square feet of building

space which includes cargo warehouse and office space. The aircraft ramp is able to accommodate B747-8F freighters. On the landside, truck docks provide fast and efficient service and relieve vehicular congestion.

- **United Airlines:** Building 71 has approximately 60,000 square feet of building space and is located in the Cargo Area D, United uses the facility for cargo operations at JFK which supports their EWR flights through extensive daily trucking services between EWR and JFK.
- **China Airlines Cargo:** Building 76, consisting of 81,000 square feet, serves as China Airlines' cargo facility in the Cargo Area D and can accommodate two 747-400 freighters simultaneously.
- **Prologis Cargo Center:** Building 77, a 225,000 square-foot facility, located in the Cargo Area D provides storage and clearance services. U.S. Customs & Border Protection has consolidated most JFK office operations into approximately 110,000 square-feet of the facility.
- **Air France-KLM:** Building 78B, opened in August of 2016 in the Cargo Area D, is JFK's newest cargo warehouse facility. It has a nearly 94,000 square foot cargo warehouse and the capability to handle B747-8F aircraft.
- **American Airlines Cargo:** Building 79, consisting of 175,000 square-feet and located in the Cargo Area D, serves as American's cargo terminal with cold chain handling capabilities and can accommodate two 747 freighters.
- **United Parcel Services (UPS):** Building 84 also resides in Cargo Area C at JFK. The Building, which is referred to as the "80 series" was also built around 1960. The Building consists of approximately 12,000 square feet of space and can accommodate wide body aircraft parking.
- **MSN Aviation Services (MSN):** Building 86 resides in Cargo Area C at JFK. The Building, which is referred to as the "80 series" was built around 1960. The Building consists of approximately 16,000 square feet of space.
- **DHL Global Forwarding:** Building 89, a 90,000 square-foot building, located in Cargo Area C opened in October 1998, serves as DHL's ground freight forwarding facility.
- **Worldwide Flights Services (WFS):** Building 151, a 260,000 square-foot cargo building, in Cargo Area A is used for operations by WFS. The building is part of the Hangar 14 complex, which also houses the Port Authority Administrative offices.
- **MSN Aviation Services (MSN):** Building 263 East in Cargo Area D, consisting of approximately 83,000 square feet of Building space providing cargo handling related services.
- **DHL Express (USA):** Operates Building 263 West in Cargo Area D, consisting of approximately 98,500 square feet of Building space to support its express cargo services.
- **United States Postal Service (USPS) International Air Mail Facility:** Located in Building 250, in the Cargo Area D, a 671,000 square foot facility which handles inbound and outbound mail shipments.

- **United States Postal Service (USPS)** operates Building 197, a 54,000 square foot facility, located adjacent to its Air Mail Facility (Building 250) to accommodate the growing e-commerce market and overflow during the holiday season.
- **The ARK at JFK:** JFK’s animal handling facility located in Building 78A, in the Cargo Area D, offers veterinary capabilities, kenneling, and handling of equine and other livestock, small animals, birds and exotic zoo animals. It also accommodates freighter aircraft including the B747-8F aircraft.
- **Air Cargo Support Facilities:** The JFK Airport Travel Plaza opened in 2014, providing fueling options, rest services for truckers, and nationally known food vendors. In 2015, on-airport truck parking was added, accommodating 53-foot trucks on both a short-term and longer-term basis.

2.8 Current Market Information

JFK is one of the nation’s top air cargo gateways and serves all regions of the world. Over 80 cargo carrying airlines serve JFK, providing service to key international and domestic markets. In 2019, JFK was the number six U.S. Airport in terms of tonnage and the number one airport in terms of cargo value. The following tables show JFK’s historical cargo tonnage for years 2006 - 2019, JFK’s 2019 tonnage by global region, and JFK’s 2019 top 15 cargo-carrying airlines.

Annual Cargo Tonnage Data from 2006 through 2019:

JFK Air Cargo Historical Volumes (Short Tons)			
Year	Domestic Cargo	International Cargo	Total Cargo
2006	360,713	1,345,674	1,706,387
2007	356,116	1,301,242	1,657,358
2008	311,921	1,162,899	1,474,820
2009	240,487	921,428	1,161,915
2010	253,935	1,139,861	1,393,796
2011	251,606	1,131,343	1,382,949
2012	254,228	1,064,998	1,319,226
2013	258,062	1,062,973	1,321,035
2014	242,833	1,100,222	1,343,055
2015	235,007	1,097,054	1,332,061
2016	240,980	1,074,377	1,315,357
2017	239,415	1,155,093	1,394,508
2018	267,483	1,165,677	1,433,160
2019	282,471	1,054,049	1,336,520

JFK's 2019 Tonnage by Global Region:

2019 JFK International Air Cargo Tonnage by Global Region	Import Short Tons	Export Short Tons	Total Short Tons
Asia	301,826	186,850	488,676
Europe	299,074	192,985	492,059
South America	33,953	13,482	47,435
Africa	14,270	10,159	24,429
Australia & Oceania	1,583	7,085	8,668
Central America	6,223	4,417	10,640
North America	923	311	1,234
	657,852	415,289	1,073,141

JFK's Top 15 Cargo-Carrying Airlines:

JFK 2019 Top 15 Airlines		
Rank	Airline	Total Freight (Short Tons)
1	Delta	93,444
2	Federal Express	88,492
3	American	74,698
4	Cathay Pacific	64,752
5	United Parcel	58,291
6	Atlas Air	53,678
7	Cargolux	49,045
8	Virgin Atlantic	46,678
9	China Airlines	44,055
10	Asian	42,466
11	Korean Airlines	41,729
12	Air China	38,016
13	British Airways	35,511
14	Norwegian Air	28,764
15	Kalitta Air	28,750
	Others	548,151
	Total Airport All Airlines	1,336,521

3. JFK CARGO VISION

3.1 A Vision Plan for John F. Kennedy International Airport

In January 2017 an Airport Advisory Panel issued a report to the Governor of New York with recommendations for a 21st century airport for the State of New York.

The report recognized JFK's current challenges with respect to cargo facilities.

With its close proximity to New York City and the larger metropolitan region, JFK is one of the leading international air cargo centers in the world. Directly employing over 15,000 people and supporting 50,000 jobs, \$8.6 billion in sales, and almost \$3 billion in wages, the JFK air cargo operation is critically important to the region's economy. In the area of Queens directly adjacent to JFK, transportation and warehousing jobs account for over one in every ten jobs, four times higher than the citywide average.

Despite its built-in geographic advantages and its high volume of cargo business, JFK's cargo operation has been unable to achieve its full potential. The Airport has an inefficient cargo operation that has steadily lost volume and has seen its leadership position in the market erode over the last ten years. Nearly two-thirds of the Airport's existing cargo facilities do not meet current industry standards. In addition, the facilities are spread across the airport in four separate "zones." The result is inefficient cargo operations, additional costs to businesses, and increased transfer times.

The panel recommended more efficient cargo operations and support facilities.

Cargo will continue to remain an important element of JFK activity and the region's global competitiveness. Yet the Airport's existing cargo facilities do not meet current industry standards and are spread inefficiently across the Airport.

Consistent with previous studies, the Panel recommended increased access to updated, affordable, and right-sized cargo and industrial spaces at JFK. The Panel recommended a major consolidation of these facilities in a planned, efficient configuration far different from today's layout. These new and expanded cargo facilities should be located in the north area of the airport for convenient road access to off-airport cargo operations. With any new cargo facilities, the Port Authority should comprehensively review on-airport cargo leasing and business practices to ensure the cargo operations continue to offer the essential global connections for the State of New York and the region.

3.2 Strategic Goals and Standards for Future Air Cargo Facility Operations and Maintenance

We expect those firms that respond to this RFQ will be able to demonstrate to us their ability to bring all the necessary resources and expertise to successfully deliver on the future development, operations and maintenance for future air cargo development opportunities. The Port Authority has several strategic goals for the current and future air cargo facilities development lease for review and consideration.

- (a) Creating a premier international air cargo complex that will ensure JFK becomes recognized globally as a best in class international air cargo airport that favourably competes as an east coast gateway for imports and exports;
- (b) Supporting and attracting regularly scheduled cargo airline service;

- (c) Substantially increasing air cargo tonnage;
- (d) Creating a long-term source of revenue for the airport and strong economic development engine for the region;
- (e) Implementing best practices within:
 - (i) Aeronautical facility operations, management and customer experience
 - (ii) Operational efficiencies
 - (iii) Sustainability
 - (iv) Latest technologies
- (f) Developing facilities to match or exceed international standards, to accommodate growth plus the transition of existing tenant operations;
- (g) Incorporating latest technologies to fully develop, utilize all space, update and modernize warehouse facility services, in order to operate an efficient World Class Operation;
- (h) Accommodating and providing all services that are needed by the cargo community, including but not limited to; security screening, fumigation, and all Customs and Border Protection (CBP) related requirements;
- (i) Managing and maintaining the cargo complex in a manner that incorporates aircraft operations, truck operations, staging, trailer storage, customer and employee parking, and all supporting services in a safe, secure and efficient manner and in coordination with adjacent facilities
- (j) Managing operations and housekeeping to provide the highest levels of customer service and operational excellence to our cargo customers, including international and domestic airlines, shippers, importers, consignees, brokers, freight forwarders, freighter operators, etc.;
- (k) Ensuring the highest levels of coordination, communication, cooperation and teamwork with airlines, tenants, ground handlers, fuelling companies, CBP, Transportation Security Administration (TSA), Airports Authority Police, Airport Operations, and other stakeholders;
- (l) Complying with FAA Part 139 and any applicable environmental processes;
- (m) Making good faith efforts to provide for meaningful participation by Local Business Enterprise (LBE), Minority and Women Owned Business Enterprise (MBE / WBE) Service-Disabled Veteran Owned Businesses (SDVOB); and
- (n) Marketing and attracting tenants including those who are not currently located on-site at JFK.

4. STATEMENT OF QUALIFICATIONS

4.1 SOQ Submittal Requirements

Each Respondent to this RFQ must prepare and submit a Statement of Qualifications (SOQ) that includes the following documents:

1. **Cover Letter** – the Respondent must include in its cover letter:
 - a. A description of the firm, including highlights of past experience and projects, and a list of key principals of the firm. To include a discussion of the Respondents demonstrated familiarity with airport requirements and previous airport projects which should include previous experience with the development, operations, maintenance or management of air cargo facilities.
 - b. An affirmative expression of interest in the development, operation, and maintenance of air cargo facilities at John F. Kennedy International Airport.
 - c. Demonstrated ability to comply with FAA Part 139 and all applicable environmental responsibilities.
 - d. A statement that the Respondent has reviewed and understands the Port Authority's MWBE/SDVOB policy, and will in good faith seek to create opportunities and encourage LBEs and MWBE/SDVOB participation in all aspects of the development and operations.
 - e. Confirmation that the Respondent has read and acknowledged the "Lessee Code of Ethics," published October 30, 2019. A copy of the Lessee Code of Ethics can be found here: <https://corpinfo.panynj.gov/documents/Lessee-Code-of-Ethics/>.
2. **Respondent Experience** – the Respondent must include completed Forms D, as well as Form E.
3. **Financial Information** – the Respondent must demonstrate:
 - a. Sufficient financial resources and capacity to perform the future development opportunities, based on information required by Appendix C.
 - b. Evidence of gross revenues of at least one million dollars (\$1,000,000) a year for the last five fiscal or calendar years.

4.2 Submittal Requirements

Respondents to this RFQ must submit the SOQ submittal requirements, including the required SOQ content, format, and forms included in Appendix C.

4.3 MBE/WBE/SDVOB/LBE Participation

The Port Authority has a long-standing practice of making its business opportunities available to Minority Business Enterprises (MBEs), Women-owned Business Enterprises (WBEs and together with MBEs, MWBEs), and Service-disabled Veteran Owned Businesses (SDVOBs) and has taken affirmative steps to encourage such firms to seek business opportunities with the Port Authority. The Respondents invited to participate in future RFP(s) or LO(s) will be required to use every good-faith effort to provide for participation by Port Authority Certified Minority Business Enterprises MBEs, WBEs, and SDVOBs in all purchasing and subcontracting opportunities, including purchase of equipment, supplies and labor services. The selected Proposer(s) awarded a contract for the development and operations of air cargo facilities at JFK will also be required to use every good-faith effort to provide for participation by Local Business Enterprises (LBEs)

during the lease term. Further details on the required MBE/WBE/SDVOB/LBE participation goals and policy will be provided in future RFPs or LOs.

4.4 Procurement Process

The Procurement Process will include multiple phases: (i) this RFQ Phase, from which we will establish a prequalified pool of Respondents; and (ii) a Collaborative Dialogue Phase for information sharing, and (iii) issuance of RFPs or LOs to prequalified Respondents for the future cargo facility developments, which will be determined at a later date.

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 establish a pool of prequalified firms that we will then invite to submit Proposals during future Phase RFPs or LOs. We will determine the prequalified pool of firms based on an evaluation of the SOQs submitted against the Evaluation Criteria set forth in this RFQ.

4.6 Prequalification

We will establish a prequalified list of qualified Respondents to ensure adequate competition in future RFPs or LOs. We will notify each Respondent in writing whether they have been selected for inclusion in the prequalified group. We expect to notify Respondents in early First Quarter 2021. Respondents not qualified will also be notified.

4.7 Pre-RFP or Pre-LO Meeting

We may host pre-RFP or pre-LO dialogue meetings with the prequalified Respondents prior to the commencement of any RFP or LO.

4.8 Collaborative Dialogue Meetings

We will conduct Collaborative Dialogue Meetings ("**CDMs**") with prequalified Respondents. CDMs will enable us to engage in dialogue with the Respondent with the intention of: (i) providing foundational information regarding land and facilities at JFK that portray the vision for the development of new cargo facilities at JFK, (ii) evaluating preliminary development concepts submitted by the Respondents as part of the CDM process and (ii) discuss important commercial and service delivery or technical issues. A Respondent may request additional CDMs and we may grant or deny any requests for additional CDMs. We may conduct additional CDMs with each Respondent at our discretion.

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

4.9 The Port Authority Representative

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

Name: Raquel Pinto
Title: Strategic Procurement Advisor
Address: Procurement Department

4 World Trade Center, 21st Floor
150 Greenwich Street
New York, NY 10007

Phone: (212)-435-5651

Email: rpinto@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.

4.10 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. The initial deadline for the receipt of SOQ submissions is November 17, 2020. It is strongly recommended that interested Respondents submit their SOQ by this target date. The Port Authority will allow future Respondents to submit SOQ submissions on a rolling basis. Additional Respondents will be evaluated and have the opportunity to join the pool of prequalified firms to receive future RFPs and LOs.

Event	Target Date
RFQ Phase	October 2020 – Q1 2021
Issue RFQ	October 15, 2020
Deadline for RFQ questions	October 30, 2020
Closing Time for SOQ submissions	November 17, 2020
Announcement and Notification of Prequalified Respondents	Q1 2021
CDMs Meetings with Prequalified Respondents	Q1 2021

5. EVALUATION PROCESS FOR SOQS

5.1 Evaluation Criteria

We will evaluate each SOQ against the following Evaluation Criteria:

Experience and Qualifications of Respondent's Team:

The Respondent must demonstrate having at least five years of experience prior to the date of submission of its SOQ in the design, construction, financing, operating, managing and maintaining of air cargo facilities of at least 100,000 square feet, and must demonstrate experience of the members of the Respondent's Team.

- (a) The Respondent must demonstrate satisfactory performance of at least two contracts for developing or operating cargo facilities, each Respondent Team member may provide two examples for review, and must provide the following:
 - (i) A description of the project;
 - (ii) Identify the time frame for the development of the project and period of operation;
 - (iii) Identify the cost and financing structure of each project;
 - (iv) Describe the Respondent's individual responsibility in each project;
 - (v) Identify each principal team member (prime and subcontractors) and summarize their roles; and
 - (vi) Provide reference contact including name, title and contact information.
- (b) The Respondent must describe its team management structure and how the Respondent will organizationally operate the development, operations and maintenance of air cargo facilities.
- (c) The Respondent must provide qualifications and resumes for Key Personnel, including key leadership and management staff, or additional staff as deemed appropriate by the Respondent that will have key responsibilities in connection with the delivery of the designated air cargo facility.

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 future development opportunities.

- (d) The Respondent must demonstrate evidence of gross revenues of at least one million dollars (\$1,000,000) a year for the last five fiscal or calendar years.

5.2 Review and Evaluation of the SOQ

The information submitted in accordance with Appendix C will be evaluated in accordance with the Evaluation Criteria listed in Section 2.2 of Appendix C.

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 a SOQ by contacting project references, accessing public information, contacting independent parties, or any other means. Respondents should notify their references in advance, to alert them that we will be contacting them. The review of Respondent's SOQ may be negatively impacted by our inability to contact and verify references.

5.3 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
JFK	John F. Kennedy International Airport
MBE	Minority Owned Business Enterprise
RFP	Request for Proposals
RFQ	Request for Qualifications
SDVOB	Service-disabled Veteran Owned Businesses
SIM	Security Information Manager
SOQ	Statement of Qualifications
TSA	Transportation Security Administration
WBE	Women-Owned Business Enterprise
LO	Lease Offerings
LBE	Local Business Enterprise

2. DEFINITIONS

- Addendum or Addenda** A written amendment or clarification to this RFQ or the RFP or LO issued by the Port Authority after the date this RFQ is issued.
- Airport** Has the meaning set forth in Section 1.1 of the RFQ.
- 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 or LO, other than the Respondent.
- Designated Representative** The individual from the Respondent who will be responsible for receiving official communications in relation to the RFQ 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 RFQ or the Procurement Process:</p> <ul style="list-style-type: none"> (a) the RFQ and the RFP and LO; (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 or LO, by or on behalf of the Port Authority or any of its Associates, in connection with the RFQ during the Procurement Process; (e) all material relating to the Airport 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 RFQ or the Procurement Process; (g) each SOQ to the extent that it contains or would reveal any of the information referred to in paragraphs (a) to (f) immediately above; and (h) any other Information which any member of Respondent's Team knows or ought to reasonably know is confidential to the Port Authority or any of its Associates should be treated as such.
Evaluation Criteria	<p>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 pool of prequalified Respondents.</p>
Government Party	<p>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.</p>
Information	<p>Includes projections, advice, opinions and representations.</p>
Information Documents	<p>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."</p>
Key Personnel	<p>The persons identified by the Respondent and proposed to fulfill the roles in connection with the delivery of the future development opportunities.</p>
Lease Offering	<p>The lease negotiations that may take place between the Port Authority and prequalified Respondents to discuss specifications for future development (lease) opportunities.</p>
Liability	<p>Any debt, obligation, cost (including legal costs), expenses, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence</p>

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.
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 4.9 of the RFQ.
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 future development opportunities.
Prequalified Respondents	Respondents that the Port Authority determines have met all requirements set out in this RFQ and determines will be invited to participate in subsequent procurement phases.
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 and Key Personnel.
Request for Proposals (or RFP)	The solicitation document that may be issued by the Port Authority to the pool of prequalified Respondents that will contain more detailed specifications for future development opportunities 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 Phase	The second stage of the Procurement Process, as set forth in Section 4.4 of the RFQ.
RFQ Phase	The first stage of the Procurement Process, as set forth in Section 4.5 of the RFQ.
Statement of Qualification (or SOQ)	The formal qualifications package submitted by a Respondent in response to this RFQ.

APPENDIX B
PROCUREMENT PROCESS TERMS AND CONDITIONS

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1. **APPLICATION TO PROCUREMENT PROCESS**

- (a) The terms and conditions in this Appendix apply generally to the Procurement Process.
- (b) The Port Authority reserves the right to impose additional or amended terms and conditions in the RFP or LO 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 a 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 may participate in the Procurement Process until the end of the RFQ Phase and, if it becomes a prequalified Respondent, until the end of the RFP Phase or LO.
- (d) Where a Respondent is not comprised of a single entity, each firm will be jointly and severally liable for the obligations and liabilities under these Terms and Conditions of the Respondent and each other.
- (e) Without limiting this clause 3(e) 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
 - (ix) where the Respondent is comprised of different firms (being the firms acting as a group in participating in the Procurement Process) and each of the firms individually.
- (f) If the Port Authority has a right exercisable against the Respondent, it may in its absolute discretion exercise that right, where the Respondent is comprised of different firms, against each of the individual firms.
 - (g) 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.
 - (h) 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.
 - (i) 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 or LO.
 - (j) Following receipt of a written notice pursuant to clause 3(i) 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 on the Port Authority website.
 - (k) 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.
 - (l) In this RFQ or the RFP or LO, unless the context indicates to the contrary intention, a reference to '\$' or 'dollar' is to U.S. currency.

- (m) 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 RFQ, the procurement method for the Development and Operations of Air Cargo Facilities, 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 Development and Operations of Air Cargo Facilities;
- (b) require additional Information from the Respondent (which can be sought from each individual firm of the Respondent's Team) 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 a 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 or each individual firm of the Respondent's Team 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's Team fails to meet a direction or requirement of the Port Authority under this RFQ or the RFP or LO;
 - (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 LO or otherwise does not comply with the requirements of this RFQ or the RFP or LO;
- (f) where the Respondent is comprised of separate firms:
 - (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, LO 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 or LO upon giving reasonable notice to the Respondent;
- (i) in selecting the prequalified Respondents, give regard to:
 - (i) the Port Authority's knowledge and previous experience and dealings with the Respondent or each individual firm of the Respondent's Team;
 - (ii) without limiting clause 4.2(i)(i), information (including opinions, representations and advices) about the past and current performance of the Respondent or each individual firm of the Respondent's Team 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 each individual firm of the Respondent's Team, 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 LO, or otherwise does not comply with the requirements of this RFQ or the RFP or LO (as the case may be);
- (k) change the identity of the entity or person executing the final agreement or lease on behalf of the Port Authority;
- (l) remove or add a prequalified Respondent;
- (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, LO, 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, LO 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, and prequalified Respondents;
- (q) waive any requirement or obligation under this RFQ or the RFP or LO;
- (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 or LO, 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, LO or any other aspect of the Procurement Process;
 - (ii) under or in connection with the award of any subsequent agreement or lease offering to the Prequalified Respondent (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 prequalify Respondents;

- (B) not issue an RFP or LO;
 - (C) not accept Proposals; or
 - (D) not proceed with the Development and Operations of Air Cargo Facilities,
 - (vi) in connection with anything contained in or omitted from this RFQ, the RFP, LO 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, LO 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, LO 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 nor LO constitutes an offer to enter into an agreement or lease;
- (b) no contract in respect of the Development and Operations of Air Cargo Facilities 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 prequalified Respondent (or any member of its Respondent's Team),
 unless and until an agreement or lease 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 or LO 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 Development and Operations of Air Cargo Facilities. Likewise, unless specifically stated differently in the RFP or LO, Respondent must not rely on any Information provided by the Port Authority in the RFP or LO and must make and rely on its own inquiries in relation to the Development and Operations of Air Cargo Facilities.

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, the RFP, or LO Phase other than as contained in this RFQ or the RFP or LO (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 or LO,by issuing an Addendum to this RFQ or the RFP or LO;

- (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 or LO, unless the statement or representation is confirmed by an Addendum;
- (c) this RFQ or the RFP or LO 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 or LO (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 Target 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 LO or its contents, as the case may be), the Port Authority may consider extending the Target Closing Time. The Port Authority will, however, continue to allow future Respondents to submit SOQ submissions on a rolling basis

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 or LO). 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 any subsequent agreement or lease, 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 Development and Operations of Air Cargo Facilities, Procurement Process or any Disclosed Information;
- (d) except as specifically set forth in the RFP or any subsequent agreement or lease, 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 any final agreement or final lease except to the extent expressly incorporated in the final agreement or final lease; 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, the RFP or LO;
 - (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 Development and Operations of Air Cargo Facilities;
- (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, the RFP, or LO;
- (e) it has not entered and will not enter into any unlawful arrangements with any other person in respect to this RFQ, the RFP, or LO;

- (f) it has not sought and will not seek to influence any decision in respect of this SOQ or the RFP, or LO by improper means; and
- (g) except as specifically allowed by the RFP or LO, 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, the RFP, or LO, 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, RFP, or LO, 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 an agreement or enters into a lease, for the duration of the agreement or lease (except as expressly permitted under the terms of the RFP, agreement or lease). 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 prequalifying 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, the RFP, or LO; 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**

Prequalified Respondents in the preparation of their Proposals, 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: <https://www.panynj.gov/port-authority/en/business-opportunities/information-security-handbook-requirements.html>.

Each prequalified 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 prequalified Respondent who will need access to Livelink.

Notes on security and personnel requirements:

- The Information Security Handbook requires that certain criteria be met prior to being granted access to Port Authority Confidential Information. Generally, an individual must be a U.S. Citizen, an alien who has been lawfully admitted for permanent residency or employment (indicated by immigration status), as evidenced by Immigration and Customs Enforcement documentation, or a national of the United States as defined by the Immigration and Nationality Act. This requirement may be waived in exceptional

circumstances, and contractors should refer to Section 3.2 of the Information Security Handbook for details on this policy and the process for waiver.

- Prequalified Respondents in the preparation of Proposals and each member of the Respondent's Team performing work under an agreement or lease should be aware that background checks will be required of all individuals who work on the Development and Operations of Air Cargo Facilities (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**

As a public agency, the Port Authority has adopted a Public Access Records Policy, which provides members of the public with an access to records of the Port Authority, in accordance with applicable law in the New York and New Jersey.

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 any documents provided by the Respondent to the Port Authority, in its SOQ or Proposal or as otherwise submitted by the Respondent to the Port Authority pursuant to this RFQ, RFP, or LO (as the case may be), are subject to the Public Records Access Policy (as may be amended from time to time in the future), and the Respondent:

- (a) acknowledges that the Port Authority Public Records Access Policy allows members of the public rights of access to Port Authority's records, as defined in the Public Records Access Policy;
- (b) acknowledges and agrees that all or part of the documents provided by the Respondent to the Port Authority may be disclosed to third parties, as required under the Public Records Access Policy; and
- (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.

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 Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities 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 Development and Operations of Air Cargo Facilities.
- (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 Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities 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 Development and Operations of Air Cargo Facilities; or (b) prior to the target due date for the submission of the SOQ gained confidential or other material information regarding any material part of the procurement for Development and Operations of Air Cargo Facilities 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.
- (b) The firms 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, LO, 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, LO, 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, LO, or the RFQ operates as a waiver of any other breach of that term or a breach of any other term of the RFP, LO 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, LO 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, LO or the RFQ or otherwise.

15.2 **No Fettering**

The Respondent acknowledges and agrees that nothing contained or implied in this RFQ, the RFP, LO, or any subsequent agreement or lease 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, the RFP, or LO 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 a SOQ or Proposer submitting a Proposal in response to this solicitation may protest the Port Authority's prequalification decision, , 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) 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;
- (b) 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
- (c) 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 2 of this Appendix C.

1.2 SOQ Submittals

The Port Authority has temporarily transitioned to an entirely digital submission process for the receipt of Request for Qualifications (RFQ) responses, as detailed below.

Respondents are advised that their digital responses must be in a readable format, either Microsoft Word or Adobe PDF at the time of the RFQ target due date on November 17, 2020.

The Port Authority must accept only those responses in electronic format for which the submission or modification is completed by the time of the RFQ target due date.

Responses must be emailed to the Port Authority email: bidrfpsubmittal@panynj.gov to be considered. The subject line of the email should include the RFQ Number #93611 and title of the solicitation. The body of the email should include contact information of the sender, as well as a description of the contents of the email. This email address is solely for submission of responses, and as such, it should not be used for any other sort of communication. Any questions or other communication shall be through the designated solicitation manager, buyer or contract specialist and in the manner indicated on the subject solicitation.

Your response should be forwarded via email to bidrfpsubmittal@panynj.gov in sufficient time so that the Authority receives it no later than 2:00 p.m. Eastern Time (ET) on the RFQ Due Date. Respondents should anticipate that some emails may take a period of time to be delivered, and as such, should send them as early as possible so as to ensure it is received no later than 2:00 p.m. ET in the designated Port Authority's email box. The Port Authority is not responsible for delays in transmission or technical issues related to the submission of a response.

Respondents should note that there is a limit to the total size of attachments per email that can be received by the Port Authority designated email account. That limit is 100MB.

Respondents' internal networks may have limits on the size of emails they can send. Therefore, it is incumbent upon the Respondents to determine ahead of time that the files being submitted can both be transmitted by their systems and accepted by the Port Authority's systems. If transmissions exceed these limits, the Port Authority will accept responses in multiple emails, provided they are all received by the specified RFQ Due Date/time and all emails must include the RFQ #93611 and title. Under this circumstance, Respondents should note in the description of the email that the response will be arriving in multiple parts and include in the subject line the total number of components and which component, of the total, the particular transmission represents.

2. SOQ SUBMITTAL REQUIREMENTS

2.1 General SOQ Submittal Requirements

The SOQ must contain two separately labeled parts:

- Part 1 of the SOQ will be divided into three sections: (1) General Information; (2) Qualifications; and (3) Financial Information; and Part 1 may be submitted in one file. 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.

2.2 Part 1: SOQ Submittal Requirements

SOQ Submittal Requirements Checklist	
Part 1, Section 1- General Information	
<input type="checkbox"/>	Cover Letter
<input type="checkbox"/>	Company Profile (Form A)
<input type="checkbox"/>	Agreement on Terms of Discussion (Form B)
<input type="checkbox"/>	Certification of No Investigation and Performance on Prior Contracts (Form C)
<input type="checkbox"/>	Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)
Part 1, Section 2-Qualifications	
<input type="checkbox"/>	Respondent's Organizational Structure
<input type="checkbox"/>	Respondent Experience (Form D)
<input type="checkbox"/>	Key Personnel (Form E)
Part 1, Section 3- Financial Information (to be included in a separate form)	
<input type="checkbox"/>	Financial Statements, Information, and Letters (Form F)
<input type="checkbox"/>	Bank Credit Reference (Form G)

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

<p>SOQ Cover Letter</p>	<p>Provide a SOQ Transmittal Letter on the Respondent's letterhead that formally conveys the SOQ to the Port Authority. The SOQ Cover 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. If the Respondent is a consortium, partnership, or any other form of joint venture, an authorized representative must sign the SOQ Cover 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 Cover Letter as an agent must file with its 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 Cover Letter must include: (a) the names, addresses, phone numbers, and e-mail addresses of Respondent's authorized representatives; and (b) the identity of the individuals who will be the signatories for subsequent agreement(s) or future lease(s), 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>
<p>Company Profile (Form A)</p>	<p>The Respondent must submit all required organizational information set out in Form A (Company Profile).</p>
<p>Agreement on Terms of Discussion (Form B)</p>	<p>Respondent must submit a fully executed Agreement on Terms of Discussion in the form set out at Form B, or multiple if a joint venture, as applicable</p>
<p>Certification of No Investigation and Performance on Prior Contracts</p>	<p>The Respondent must submit a fully executed Certification of No Investigation and Performance on Prior Contracts in the form set out at Form C.</p>
<p>Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)</p>	<p>If the Respondent is a consortium, partnership or any other form of joint venture, the SOQ must include a letter signed by an authorized representative acknowledging that the Respondent will be required to provide evidence of joint and several liability to the Port Authority for all of the Respondent's obligations under any subsequent agreement(s) or subsequent lease(s).</p> <p>If Respondent is a limited liability company formed or to be formed for the purpose of this RFQ, the SOQ must include a letter signed by an authorized representative of the Respondent acknowledging that each firm will be required to provide to the Port Authority an irrevocable absolute and</p>

	unconditional guarantee of all of Respondent's obligations under any subsequent agreement(s) or lease(s).
Part 1, Section 2- 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 the Development and Operations of Air Cargo Facilities. In its SOQ responding to this part of the RFQ the Respondent must:</p> <ul style="list-style-type: none"> • A narrative description discussing the Respondent's management or governance structure, including roles of Key Personnel and decision-making authority. Please include the proposed organizational structure to operate the development, operations and maintenance of the cargo facility. • A narrative description of the of the Respondents demonstrated familiarity with airport requirements and previous airport projects which may include previous experience with the development and , operations of air cargo facilities. <p>The Respondent must provide an organizational chart that shows the Respondent's proposed organizational and management structure during the agreement or lease period. In each chart, clearly note Key Personnel in addition to their roles. 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>
Experience and Qualifications of Respondent's Team	<p>Submit the following information regarding the performance history and experience of the Respondent's Team delivering Development, Operations and Maintenance of Air Cargo Facilities services in relation to airports with similar size and functionality to the Airport for the applicable categories of interest:</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 development and operation of air cargo facility development at airports for a minimum of five 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 at least two representative airports on which members of the Respondent's Team have developed and operated cargo facilities for a minimum of five years ("Cargo Reference Airports"). The requested information must be provided for each Reference Airport in a format consistent with Form D (<i>Development and Operations of Air Cargo Facility Qualifications and Experience</i>); or 3. The Respondent must provide the following information for each Cargo Reference Airport in Form D (<i>Development and Operations of Air Cargo Facility Qualifications Experience</i>):

	<ul style="list-style-type: none"> • The name, location, and description of the project. • 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. • The overall construction value of the cargo development and contract value of operations services, provided by the relevant member of the Respondent's Team. • The time frame for the development of the project and period of operation. • The financing framework for the cargo development. • The commercial framework for the lease agreement with the airport owner. • The commercial framework under which the relevant member of the Respondent's Team was compensated for the cargo development and operations services, including the cost and financing structure of each project. • 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 (i.e. was the Respondent responsible for all or some of the following activities: design, construction, financing, operating and managing/maintaining the space). 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. • Discuss each each principal team member (prime and subcontractors) and summarize their roles in the projects. • MWBE/SDVOB/LBE Participation in Design/Construction and Operations • An explanation of any significant challenges or problems that affected the air cargo facility development and operations 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.
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	<ul style="list-style-type: none"> 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.
Environmental Qualification	Submit documentation demonstrating the Respondent Team's ability to comply with FAA Part 139 and all applicable environmental responsibilities.
MBE/WBE/SDVOB/LBE Participation	Submit an affirmation to create opportunities that encourage and make good faith efforts to provide for meaningful participation by local business enterprise, MWBE and SDVOB in all aspects of the development, operations and maintenance opportunities at the Airport.
Key Personnel Experience and Qualifications	<p>Key Personnel is comprised of key leadership and management staff of the Respondent, and may include other staff as deemed appropriate by the Respondent, 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"> Narrative (three single-sided pages or less, including any graphics) identifying the Key Personnel, their roles and their company affiliation within Respondent's Team. Please include a discussion of each Key Personnel's demonstrated familiarity and experience with airport requirements and previous airport projects which may include previous experience with the development and operations of airport facilities. Resumes with appropriate details and work history from Respondent's Team who will have key responsibilities in connection with the delivery of the Development and Operations of Air Cargo Facilities. Resumes must include the information requested on Part 1 of Form E for each such person. Each Resume should be limited in length to two pages. 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 Development and Operations of Air Cargo Facilities, and which qualifies them to be part of the Respondent's leadership. Resumes should include details of not more than three example airports for each Key Personnel and should identify how the examples cited provide qualification for their role in delivering the Development and Operations of Air Cargo Facilities. For each Cargo Reference Airport listed in Form D, provide a summary table (Part 2 of Form E) to cross-reference the Respondent's Team (i.e., entities and Key Personnel) to the Cargo Reference Airport
Part 1, Section 3- Financial Information	
Financial Statements, Information, and Letters	The Respondent must provide: 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 F 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 or LO, the Port Authority may require a guaranty of the final agreement or lease 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 their obligations under the final agreement or lease.
- (e) Provide a letter from the chief financial officer or treasurer of the entity or certified public accountant for each entity for which financial

	<p>information is submitted, identifying all off balance sheet liabilities or noting that there are no off balance sheet liabilities.</p> <p>(f) The Respondent must provide a bank reference (attached to this RFQ as Form G) for itself and each of its Team members.</p> <p>(g) 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 in the pool of prequalified Respondents, 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 in the pool of prequalified Respondents.</p> <p>(h) 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>(i) 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> <p>(j) Evidence of gross revenues of at least one million (\$1,000,000) a year for the last five fiscal or calendar years from the type of services or products.</p>
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2.3 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 the electronic file 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 qualification information, and financial information and submit these two types of information in two separate files. The Respondent must label these files "Part 2: Confidential Proprietary Information - Qualifications," 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.

APPENDIX D

John F. Kennedy International Airport Aerial Map



RFQ Forms

Form A – Company Profile

1. Company Legal Name (print or type):

2. Business Address:

3. Business Telephone Number: _____

4. Business Fax Number: _____

5. Firm website: _____

6. Federal Employer Identification Number (EIN): _____

7. Date (MM/DD/YYYY) Firm was Established: ____/____/____

8. Name, Address and EIN of Affiliates or Subsidiaries (use a separate sheet if necessary):

9. Officer or Principal of Firm and Title:

10. Name, telephone number, and email address of contact for questions:

11. How the 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).

12. If the Respondent is a limited liability company, consortium, partnership or any other form of joint venture and specify percentages of ownership by each, and their respective roles.

13. If the Respondent is a limited liability company, consortium, partnership or any other form of joint venture, specify percentages of ownership by each, and their respective roles.

14. Provide a general description of the Company, indicating the lines of business and service offerings, locations of home and other offices, and number of employees (professional and non-professional).

15. Is your firm a registered vendor with the Port Authority? No Yes

If yes, please provide your Vendor ID number: _____

16. Is your firm certified by the Authority as a Minority-owned, Woman-owned, Small Business Enterprise, or Service-disabled Veteran Owned Businesses (MBE/WBE/SBE/SDVOB)?

Yes No

If yes, please attach a copy of your **Port Authority** certification as a part of this profile.

If your firm is an MBE/WBE/SBE not currently certified by the Authority, see the Authority's web site – <https://www.panynj.gov/port-authority/en/business-opportunities/supplier-diversity/directories-of-MWBE.html> to receive information and apply for certification.

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 ("**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)

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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 Development and Operations of Air Cargo Facilities at John F. Kennedy International Airport issued on October 15, 2020, 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 prequalified Respondents. If the Port Authority should determine at any time before or after the RFQ Phase, the RFP or LO 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 subsequent agreement or lease.

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 – Development and Operations of Air Cargo Facility Qualifications Experience

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

Experience Summary	
Name of Respondent:	
Airport Name and Location:	
Airfield Description:	
Cargo Description: a) Total Sq. Feet b) Cargo Space Sq. Feet c) Type of cargo	a) b) c)
Mix of Aviation Users and Principal Airline Tenants:	
Role and Responsibility:	
Role of each principal team member (prime and subcontractors):	

Commercial Framework with Airport (including cost and financing structure):	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	
Total Construction Value & Operating Contract Value:	
Contract Period Duration:	
Contract Period End Date:	
Client/Airport Owner:	
Client/Airport Owner Contact Information:	
Notable Innovations, Awards or Citations related to the cargo development, operations and maintenance services :	
MWBE/SDVOB/LBE Participation in Design/Construction and Operations	

Explanation of any significant challenges or problems and how those challenges or problems were overcome or resolved. 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 Project

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											
2											
3											
4											
5											

Form F – Financial Status

Please provide the following information for the Respondent

	NAME	EQUITY INTEREST
Respondent:		N/A

Summary Balance Sheet

Respondent 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 firms (if applicable)

Form G – Bank Credit Reference

Please provide the following information for the Respondent

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