



REQUEST FOR QUALIFICATIONS

Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities at New York Stewart 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 third parties (e.g., third-party developers and aeronautical service facility providers) 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 airport cargo, hangar, maintenance and other aeronautical support facilities at New York Stewart International Airport (“**SWF**” or the “**Airport**”).

1.2 Cargo and Aeronautical Support Facilities Development

Desired aeronautical facilities include, but are not limited to, air cargo, aircraft storage hangars, aeronautical manufacturing facilities, general aviation facilities, aircraft hangar development, maintenance repair operations, aircraft and ground service equipment maintenance facilities, storage facilities or other related facilities that are compliant with all Federal Aviation Administration (FAA) and Airport policies, and support the aviation industry.

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 position to quickly move to the design and construction stage of any subsequent project(s); and
- (d) Marketing and attracting tenants who are not currently located on-site at SWF.

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

New York Stewart International Airport is an FAA Part 139 certificate holding airport located in Orange County, New York, approximately 60 miles from New York City. The Airport serves approximately 690,000 passengers annually through eight gates.

2.2 Highlights of SWF's Strategic Location

The Airport is situated on approximately 2,406 acres located in the Towns of Newburgh and New Windsor and is under the operation of the Port Authority. The Airport is bounded roughly to the north by Routes 17K and I-84, to the south by Route 207, to the east by the New York State Thruway (I-87) and Route 747 to the west. SWF is perfectly situated for efficient distribution of air cargo to and from areas in the Northeast, Mid-Atlantic region and the Midwest. Leading markets such as Baltimore, MD, Boston, MA, Buffalo, NY, Philadelphia, PA, Toronto, CA, Montreal, CA and Washington, DC, are all within 250 miles of the airport.

2.3 Business Advantages

The advantages of doing business at SWF include:

- Location: Strategically located at the crossroads of the Northeast (I-84 & I-87), 60 miles from New York City
- Reduced Cost Structure: Very low cost of doing business in the Northeast
- Airspace Availability: SWF sits to the north and out of the Metro NYC/Tri State Region's congested airspace
- Available Land: SWF has numerous undeveloped parcels of property
- PANYNJ Investment: To date, the PANYNJ has invested over \$200M in capital investment in upgrades to the facility

2.4 Airport Businesses

Businesses located at or near SWF include:

- USPS – Regional Postal Facility
- Textron Aviation Maintenance & Repair Station
- American Express Corporate Aviation Facility
- Homewood Suites by Hilton
- Courtyard by Marriott
- LEGOLAND Discovery Center Westchester
- Woodbury Common Premium Outlets

- Numerous other Non-Aeronautical Facilities, including Metal Container Corp., Polyworks, VW Trans, FBI and Homeland Security/Ice, Amazon, Medline, Amerisource Bergen

2.5 Airport Facilities & Runways

The Airport encompasses a terminal, hangars, runways, taxiways, administrative offices, warehouse and manufacturing facilities, and undeveloped parcels of land consisting mostly of open fields and hills. On the airside, there are two runways, 11,818' and 6,006' in length, both 150' wide; approximately 6.5 miles of taxiways, 75' in width; 1.75 miles of vehicle access roads; and approximately 2.6 million square feet of ramp area. The Airport is capable of handling the world's largest aircrafts, including C-5As, A-340s, and B-747s. The landside consists of a terminal building of approximately 180,000 square feet; and approximately 7.0 miles of public roads, including those in an industrial park. There is also a 4-lane divided highway, approximately 1.75 miles in length that leads in from the proximity of Interstate 84 and there is approximately 1.0 million square feet of parking space in four lots. There is currently approximately 900 acres of natural area requiring mowing, pruning and other forms of landscaping. The general vicinity of the Airport includes undeveloped and industrial/commercial properties and intermixed residential dwellings.

2.6 Air Traffic Control Tower and US Customs Inspection Services

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

2.7 Police and Emergency Services

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

2.8 Fixed Based Operators & Air Cargo Operations

There are two Fixed Based Operators (FBO) at the Airport: Atlantic Aviation and Signature Flight Support Services. There are two fuel farms at the Airport. The southwest located fuel farm is managed by Atlantic Aviation and the northeast located fuel farm is managed by Signature Flight Support Services. SWF's air cargo operations are served by Federal Express (FedEx), United Parcel Service (UPS), Deutsche Post, DHL Group (DHL) and Kalitta Charters Cargo (Kalitta). SWF is included in Foreign Trade Zone #37, which may allow for foreign and domestic merchandise to be moved into zones for operations, including storage, exhibition, assembly, manufacturing and processing. SWF is also a joint use facility, sharing operations with New York Air National Guard (NYANG), United States Marine Corps (USMC), and the United States Army.

3. STATEMENT OF QUALIFICATIONS

3.1 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 may include previous experience with the development, operations, management or maintenance of airport facilities.
 - b. An affirmative expression of interest in one or more of the following categories: air cargo, general aviation facilities, aircraft hangar development, maintenance repair operations, aircraft and ground service equipment maintenance and storage facilities.
 - c. Recommendations regarding proposed commercial terms, including terms of future leases (performance-based agreement or performance-based leases), compensation structure (if applicable), and rent structure (if applicable).
 - d. Preliminary development concepts for facilities at SWF for the Port Authority's consideration. Specifically, provide documentation that describes the development concept, identifies proposed location(s), assesses the market that currently exists for such facilities, the approach to successful development, operations, and maintenance of the facilities, and otherwise defines the benefit of the development to the long-term growth and success of SWF.
 - e. Demonstrated ability to comply with FAA Part 139 and all applicable environmental responsibilities.
 - f. An affirmation to create opportunities that encourage local business and MWBE and SDVOB participation in all aspects of the development, operations and maintenance opportunities at the Airport.
 - g. 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, E, or F (as applicable), as well as Form G.
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 from the applicable types of categories of interest.

3.2 Submittal Requirements

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

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

3.4 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) an RFP Phase or LO for each of the categories of interest, which will be determined at a later date.

3.5 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 qualification pool of firms that we will then invite to submit Proposals during a future RFP Phase or LO. 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.

3.6 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 Third Quarter 2020. Respondents not qualified will also be notified.

3.7 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.

3.8 Collaborative Dialogue Meetings

We may conduct Collaborative Dialogue Meetings ("**CDMs**") with prequalified Respondents. CDMs will enable us to: (i) engage in dialogue with the Respondent with the intention of evaluating preliminary development concepts submitted as part of its overall commercial and facility planning efforts 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.

3.9 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.

3.10 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 July 30, 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	June 2020 – December 2020
Issue RFQ	June 30, 2020
Deadline for RFQ questions	July 15, 2020
Closing Time for SOQ submissions	July 30, 2020
Announcement and Notification of Prequalified Respondents	Q3 2020
CDMs Meetings with Prequalified Respondents	Q3 2020
Review Potential Projects	Q3 – Q4 2020

4. EVALUATION PROCESS FOR SOQS

4.1 Evaluation Criteria

We will evaluate each SOQ against the following Evaluation Criteria:

Experience and Qualifications of Respondent's Team:

- (a) The Respondent must demonstrate having at least five years of experience prior to the date of submission of its SOQ in at least one of the following categories of interest:
 - (i) The design, construction, financing, operating, managing and maintaining of cargo facilities of at least 100,000 square feet, and must demonstrate experience of the members of the Respondent's Team.
 - (ii) The development of aircraft hangars or GSE maintenance facilities.
 - (iii) Operating a general aviation facility at an airport of similar size.
- (b) The Respondent must demonstrate satisfactory performance of at least two contracts for developing or operating cargo facilities, aircraft hangars, GSE maintenance facilities, or general aviation facilities 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.
- (c) The Respondent must describe its team management structure and how the Respondent will organizationally operate the development, operations and maintenance of cargo and other aeronautical support facilities.
- (d) 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 aeronautical facility.
- (e) The Respondent must demonstrate an understanding of future development opportunities by outlining preliminary development concepts for facilities at SWF.

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.

- (f) 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 from the types of categories of interest.

4.2 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.

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.

4.3 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
SWF	New York Stewart 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

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** 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:

- (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

The criteria and standards set forth in Section 4 of this RFQ, which constitute the basis for the Port Authority's evaluation of the SOQs and determination of the pool of prequalified Respondents.

Government Party

Any government, governmental, semi-governmental, or local government authority, agency, public authority, department, municipal or statutory corporation, instrumentality, commission, entity or government-owned corporation. Government Party does not include the Port Authority.

Information

Includes projections, advice, opinions and representations.

Information Documents

Any document or amendment to a document which is issued by the Port Authority to a Respondent as part of the Procurement Process and at the time of issue is expressly stated to be an "Information Document."

Key Personnel

The persons identified by the Respondent and proposed to fulfill the roles in connection with the delivery of the future development opportunities.

Lease Offering

The lease negotiations that may take place between the Port Authority and prequalified Respondents to discuss specifications for future development (lease) opportunities.

Liability

Any debt, obligation, cost (including legal costs), expenses, Loss, damage, compensation, charge or liability of any kind (whether arising in negligence or otherwise), including those that are prospective or contingent and those the amount of which is not ascertained or ascertainable.

Loss	Includes any cost, expense, loss, damage or liability whether direct, indirect or consequential (including pure economic loss), present or future, ascertained, unascertained, actual, prospective or contingent or any fine or penalty.
Port Authority	The Port Authority of New York & New Jersey and its subsidiaries.
Port Authority Representative	The designated individual to serve as the Port Authority Representative for the duration of the Procurement Process as forth in Section 4.10 of the RFQ.
Procurement Process	Has the meaning set forth in Section 3.4 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 3.5 of the RFQ.
RFQ Phase	The first stage of the Procurement Process, as set forth in Section 3.5 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 must 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.
 - (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, Operations and Maintenance of Cargo and Other Aeronautical Support 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, Operations and Maintenance of Cargo and Other Aeronautical Support 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 and the Preferred Proposer, 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 or change the Preferred Proposer;
- (m) allow a Competing Respondent to add or remove any member of its Respondent's Team with or without the Port Authority notifying the other Respondents;
- (n) discuss and negotiate with the Respondent any matter arising out of this RFQ, their SOQ, the RFP, 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 and the Preferred Proposer;
- (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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services,
 - (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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services exists or will arise between any of us:
 - (i) the Port Authority and the Respondent (or any member of the Respondent's Team)
 - (ii) the Port Authority and any 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services. 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services.

6.4 No Details

The Port Authority is not required, and does not intend, to release any details regarding the evaluation process for the RFQ, 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 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 Closing Time.

7.3 Distribution of Addendum

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

8. QUESTIONS, CLARIFICATION AND PROPRIETARY COMMUNICATIONS

8.1 Questions to the Port Authority Representative

- (a) The Respondent must submit any questions or clarification questions regarding the Procurement Process in writing to the Port Authority Representative.
- (b) Other than in accordance with clause 8.1(a), a Respondent must not directly or indirectly contact the Port Authority, the Port Authority's Associates or the Board of Commissioners to discuss any aspect of the Procurement Process (including this RFQ or the RFP 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services, 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services;
- (b) its SOQ or Proposal and any subsequent Information submitted to the Port Authority as part of the Procurement Process or otherwise:
 - (i) are based on its own independent assessment and investigations, interpretations, deductions, Information and determinations; and
 - (ii) are complete and accurate;
- (c) it has examined all Information relevant to the risks, contingencies and other circumstances having an effect on its SOQ or Proposal which is obtainable by making reasonable inquiries, which inquiries the Respondent has made;
- (d) it has not paid or received and will not pay or receive any secret commission in respect to this RFQ, 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services (both onsite and offsite). Background checks are performed through SWAC, the Secure Worker Access Consortium (www.secureworker.com). The Port Authority typically requires all individuals for whom a security check is necessary to receive an appropriate clearance level.

12. PORT AUTHORITY'S PUBLIC RECORDS ACCESS POLICY

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

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

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

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

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

13. INTEGRITY

13.1 Inducement

- (a) The Respondent must not offer any incentive to, or otherwise attempt to, influence any of the persons who are either directly or indirectly involved in the Procurement Process, or in the awarding of any subsequent contract.
- (b) Without limiting clause 13.1(a), the Respondent must not directly or indirectly:
 - (i) without the prior written consent of the Port Authority, approach or communicate with any Port Authority Associate having any connection or involvement with the Procurement Process and the 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services.
- (c) If any member of the Respondent's Team, or any related representatives, offers or gives any advantage, gratuity, bonus, discount, bribe, loan or otherwise acts in breach of clause (b) above to us or our agents, Associates or representatives at any time during the Procurement Process, we will immediately disqualify the Respondent and we may sue the Respondent for damages.

13.2 Integrity Checks

Without in any way limiting the Port Authority's rights under clause 4.2, the Respondent consents to the Port Authority undertaking integrity checks in respect of the Respondent and the Respondent's Team which may include:

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

13.3 Conflicts of Interest

Any company, or any individual employee of a company, that has materially participated in activities related to the 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services; 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services that was not available to others.

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

14. COLLUSION

14.1 Collusion

- (a) The members of the Respondent's Team and any officer, employee, agent, Affiliate, Parent, consultant, contractor, licensee, or advisor to any member of the Respondent's Team must not engage in any collusive tendering, anti-competitive conduct or similar conduct, or any other unlawful, unethical, inappropriate or improper conduct in connection with the Procurement Process.
- (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 shortlist decision, or its Preferred Proposer selection, in accordance with the Port Authority's Protest Procedure, which may be found at the following link: <http://www.panynj.gov/business-opportunities/pdf/protest-procedures.pdf>

17. **SUBMISSION OF ELECTRONIC DOCUMENTS**

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

- (a) 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 July 30, 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.

All responses must be emailed to the Port Authority email: bidrfpsubmittal@panynj.gov by the RFQ target due date to be considered. The subject line of the email should include the RFQ Number **#62910** 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 **#62910** 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 four sections: (1) General Information; (2) Qualifications; (3) Financial Information; and (4) Respondent’s Preliminary Development Concepts and Proposed Commercial Framework . Part 1 (except Respondent’s Preliminary Development Concepts and Proposed Commercial Framework) 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 (Forms C, D, and E)
<input type="checkbox"/>	Key Personnel (Form G)
<input type="checkbox"/>	Preliminary Development Concepts
Part 1, Section 3- Financial Information (to be included in a separate form)	
<input type="checkbox"/>	Financial Statements, Information, and Letters (Form H)
<input type="checkbox"/>	Bank Credit Reference (Form I)

Part 1, Section 4- Respondent's Preliminary Development Concepts and Proposed Commercial Framework (to be included in a separate form)

<input type="checkbox"/>	Respondent's Preliminary Development Concepts and Proposed Commercial Framework
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All Part 1 submittals must contain the following components, submitted in the order listed immediately below and including each of the applicable items set out in the above checklist:

Organization of the SOQ and List of Submittal Requirements

Part 1, Section 1 - General Information

SOQ Cover Letter	<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>
Company Profile (Form A)	The Respondent must submit all required organizational information set out in Form A (Company Profile).
Agreement on Terms of Discussion (Form B)	Respondent must each submit a fully executed Agreement on Terms of Discussion in the form set out at Form B.
Certification of No Investigation and	The Respondent must each submit a fully executed Certification of No Investigation and Performance on Prior Contracts in the form set out at Form C.

Performance on Prior Contracts	
Letter Acknowledging Joint and Several Liability or Unconditional Guarantee (if applicable)	<p>If the Respondent is a consortium, partnership or any other form of joint venture, the SOQ must include a letter signed by an authorized representative 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 unconditional guarantee of all of Respondent's obligations under any subsequent agreement(s) or lease(s).</p>
Part 1, Section 2- Qualifications	
Type of Development	<p>The Respondent must provide an affirmative expression of interest in one or more of the following categories: cargo, general aviation facilities, aircraft hangar development, maintenance repair operations, aircraft and ground service equipment maintenance and storage facilities.</p>
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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services. 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 suggested aeronautical 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, operations, management or maintenance of airport 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 Cargo and Other Aeronautical Support 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 operation and maintenance services 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 up to two representative airports on which members of the Respondent's Team have provided development, operations and maintenance service for cargo 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, Operations and Maintenance of Cargo Qualifications and Experience</i>); or 3. the Respondent must provide the following details on up to two representative airports on which members of the Respondent's Team have provided development, operations and maintenance services for hangars, GSE and other aeronautical support facilities for a minimum of five years ("Hangar/GSE/Other Aeronautical Reference Airport"). The requested information must be provided for each Hangar/GSE/Other Aeronautical Reference Airport in a format consistent with Form E (<i>Development, Operations and Maintenance of Hangar/GSE/Other Aeronautical Reference Airport Qualifications and Experience</i>); or 4. the Respondent must provide the following details on up to two representative airports on which members of the Respondent's Team have provided development, operations and maintenance services for general aviation facilities for a minimum of five years ("General Aviation Facilities Reference Airport"). The requested information must be provided for each general aviation facility Reference Airport in a format consistent with Form F (<i>Development, Operations and Maintenance of general aviation facilities Reference Airport Qualifications and Experience</i>); and 5. The Respondent must provide the following information for each Cargo Reference Airport, Hangar/GSE/Other Aeronautical Reference Airport and general aviation facility Reference Airport in Form D (<i>Development, Operations and Maintenance of Cargo Qualifications Experience</i>), Form E (<i>Development, Operations and Maintenance of Hangar/GSE/Other Aeronautical Reference Airport</i>) and Form F (<i>Development, Operations and Maintenance of General Aviation Facilities Reference Airport</i>) respectively: <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 contract value of the cargo development, operations and maintenance services, the hangar/GSE/other aeronautical
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	<p>development, operations and maintenance services or general aviation facility development, operations and maintenance services provided by the relevant member of the Respondent's Team.</p> <ul style="list-style-type: none"> • The time frame for the development of the project and period of operation. • The commercial framework under which the relevant member of the Respondent's Team was compensated for the cargo development, operations and maintenance services, the hangar/GSE/other aeronautical development, operations and maintenance services or general aviation facility development, operations and maintenance 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. • An explanation of any significant challenges or problems that affected the cargo development, operations and maintenance services, the hangar/GSE/other aeronautical development, operations and maintenance services or general aviation facility development, operations and maintenance services and how those challenges or problems were overcome or resolved. An explanation of any performance issues that arose, including a summary of any KPI or noncompliance points (however defined) assessed against the relevant member of the Respondent's Team under the relevant contract (together with a summary of such regime), and details of any notices of breach or default served in relation to the performance of the services. • References that can attest to the relevant member of the Respondent's Team's performance, including name, affiliation, address, phone number, and e-mail address. Verifiable references must be provided. The Respondent's score will be negatively impacted by our inability to contact and verify references.
Environmental Qualification	Submit documentation demonstrating the Respondent Team's ability to comply with FAA Part 139 and all applicable environmental responsibilities.
MBE/WBE/SDVOB Participation	Submit an affirmation to create opportunities that encourage local business and MWBE and SDVOB participation in all aspects of the development, operations and maintenance opportunities at the Airport.

<p>Key Personnel Experience and Qualifications</p>	<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"> 1. Narrative (three single-sided pages or less, including any graphics) identifying the Key Personnel, their roles and their company affiliation within Respondent's Team. 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, operations, management or maintenance of airport facilities. 2. Resumes with appropriate details and work history from Respondent's Team who will have key responsibilities in connection with the delivery of the Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities Services. Resumes must include the information requested on Part 1 of Form G 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, Operations and Maintenance of Cargo and Other Aeronautical Support 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, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities. 3. For each Cargo Reference Airport, Hangar/GSE/Other Aeronautical Reference Airport and General Aviation Facility Reference Airport listed in Forms D, E and F provide a summary table (Part 2 of Form G) to cross-reference the Respondent's Team (i.e., entities and Key Personnel) to the Cargo Reference Airport, Hangar/GSE/Other Aeronautical Reference Airport
<p>Preliminary Development Concepts</p>	<p>Submit a narrative that demonstrates the Respondent's understanding of the objectives as set forth in the RFQ, and how the Respondent's organization will promote innovation in delivering the future development opportunities.</p> <p>This narrative must include:</p> <p>For Cargo Facilities:</p> <ul style="list-style-type: none"> • Statement of the Respondent's approach to designing, constructing, financing, operating, managing and maintaining cargo facilities which must: • Describe the Respondent's preliminary development concepts for cargo facilities at SWF

	<ul style="list-style-type: none"> • Identify the proposed location(s) • Define the benefit of the development to the long-term growth and success of SWF • Identify any specific risks and challenges the Respondent foresees in the design, construction and financing of cargo facilities, and how it plans to overcome them. <p>For aircraft hangars and/or GSE maintenance facilities:</p> <ul style="list-style-type: none"> • Statement of the Respondent's approach to developing aircraft hangars and GSE maintenance facilities, which must: • Describe the Respondent's preliminary development concepts for aircraft hangars and/or GSE maintenance facilities. • Identify the proposed location(s) • Define the benefit of the development to the long-term growth and success of SWF • Identify any specific risks and challenges as they relate to developing aircraft hangars and/or GSE maintenance facilities, and how it plans to overcome them. <p>For general aviation facilities:</p> <ul style="list-style-type: none"> • Statement of the Respondent's approach to operating a general aviation facility, which must: • Describe the Respondent's approach to operating a general aviation facility at SWF. • Identify the proposed location(s) • Define the benefit of the development to the long-term growth and success of SWF • Identify any specific risks and challenges the Respondent foresees in the design, construction and financing of cargo facilities, and how it plans to overcome them. <p>The narrative should not be longer than 10 pages.</p>
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Part 1, Section 3- Financial Information

<p>Financial Statements, Information, and Letters</p>	<p>The Respondent must provide:</p> <p>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 H for</p>
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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 the obligations of the Airport Operator under the final agreement or lease.
- (e) If financial statements are prepared in accordance with principles other than U.S. GAAP, provide a letter from the certified public accountant of the applicable entity discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP.

	<ul style="list-style-type: none"> (f) Provide a letter from the chief financial officer or treasurer of the entity or certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities. (g) The Respondent must provide a bank reference (attached to this RFQ as Form I) for itself and each of its Team members. (h) The Respondent is advised that the Port Authority may, in its discretion, based upon the review of the financial statements included in the SOQ, specify that an acceptable guarantor is required as a condition of the Respondent's placement 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. (i) Information must be packaged separately for each separate entity with a cover sheet identifying the name of the organization, its role in the Respondent's organization and North American Industry Classification System (NAICS) Code. (j) The Respondent and each member of the Respondent's Team must provide a list of available credit facilities (such as lines-of-credit, letters-of-credit, or other lending vehicles) and the amount of undrawn funds for each. (h) 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.
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Part 1, Section 4 - Respondent's Preliminary Development Concepts and Proposed Commercial Framework for the Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities (to be submitted in a separate form)

Responses to this part are voluntary and will not affect the evaluation of the Respondent's SOQ. Responses should be limited to items that the Respondent believes will enhance the Procurement Process and allow for cost-competitive and creative proposals. Comments on the evaluation and selection criteria for the RFQ will not be accepted.

We will review this feedback and may incorporate reasonable and acceptable suggestions in the RFP or LO, and the terms of the agreement or lease.

Proposed Commercial Framework	Recommendations regarding proposed commercial terms, including terms of future leases (performance-based agreement or performance-based leases), compensation structure (if applicable), and rent structure (if applicable).
Preliminary Development Concepts	<p>The Respondent is also encouraged to provide comments and feedback related to any or all of the following:</p> <ul style="list-style-type: none"> (a) The procurement schedule.

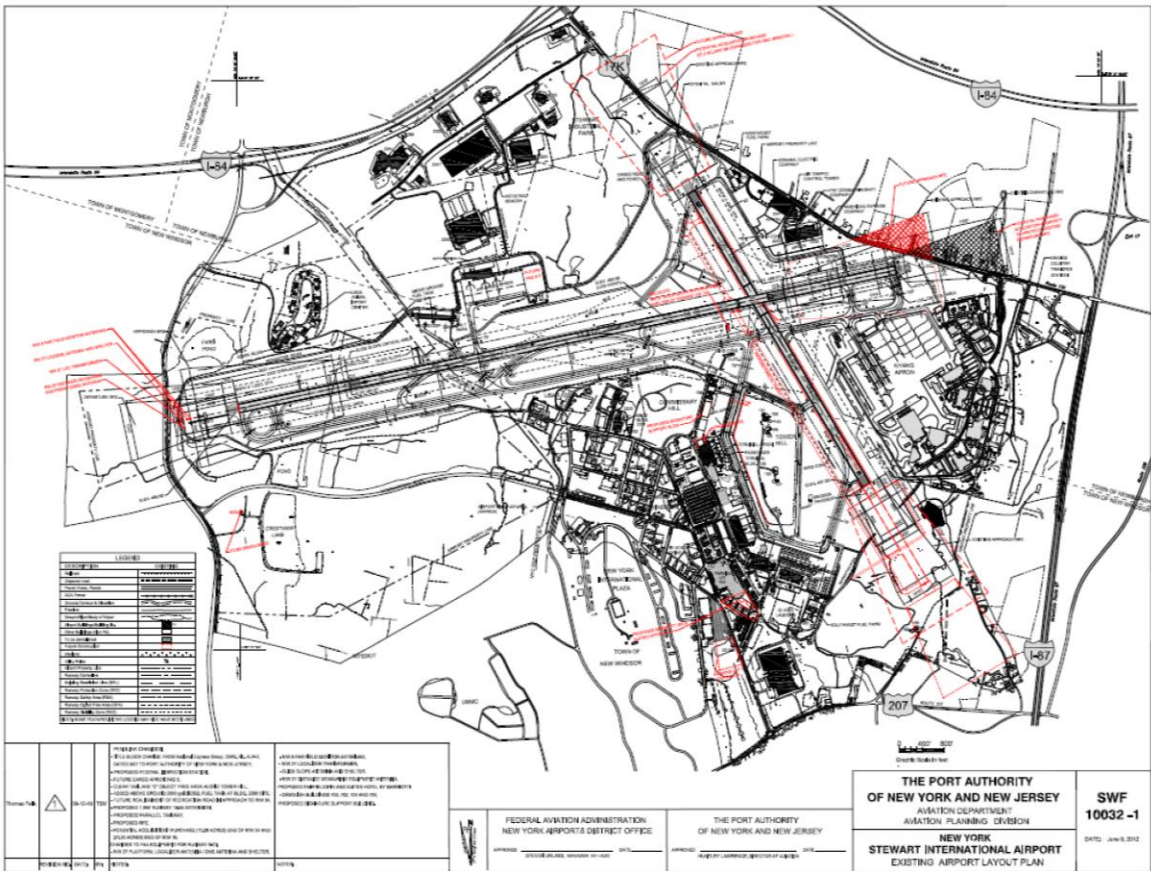
	<ul style="list-style-type: none"><li data-bbox="521 191 1432 296">(b) The scope or other aspects of the Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities that you feel may need refinement prior to the issuance of the RFP or LO.<li data-bbox="521 296 1432 457">(c) Any other initial observations, concerns, or insights surrounding the Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities that the Respondent would like to share with us.
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2.3 Part 2: Submittal Requirements for Confidential and Proprietary Information

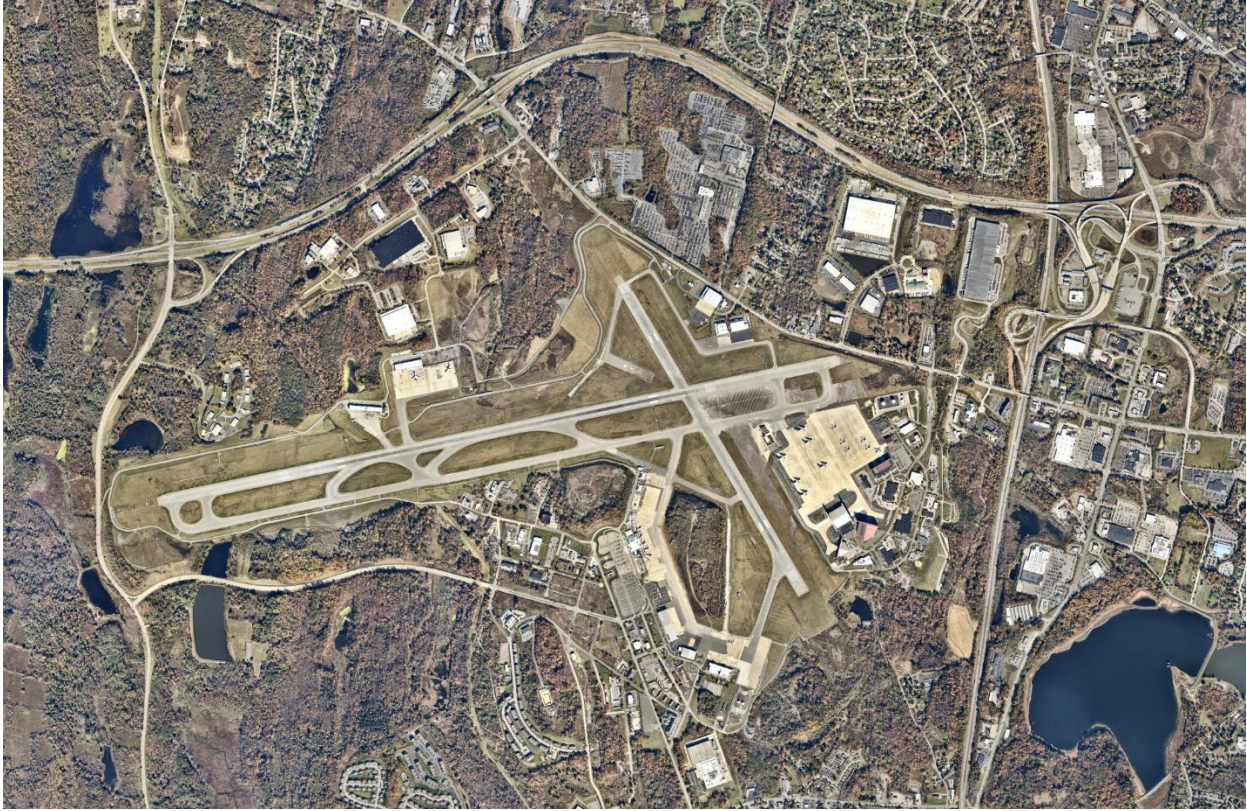
All information submitted in response to this RFQ is subject to the Port Authority's Public Records Access Policy, which generally mandates the disclosure of documents in the Port Authority's possession upon the request of any person, unless the content of the document falls under a specific exemption 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
SWF CARGO & HANGAR FACILITIES (ALP)



APPENDIX E
SWF AERIAL / TOPOGRAPHICAL LAYOUT



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)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.

DO NOT RETYPE

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

_____ (the "**Team Member**"), give this certificate in connection with the Statement of Qualifications ("**SOQ**") submitted by [*Respondent*] in response to the Request for Qualifications for Development, Operations and Maintenance of Cargo and Other Aeronautical Support Facilities at New York Stewart International Airport issued on June 30, 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 and the Preferred Proposer. 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, Operations and Maintenance of 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 (including cost and financing structure):	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	
Total 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 :	
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 Terminal

Name	Location (City and State)	Role

Additional Details:

Narrative; limit 1 page

Form E – Development, Operations and Maintenance of Hangar/GSE/Other Aeronautical Facility Qualifications and Experience

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

Experience Summary	
Name of Respondent:	
Airport Name and Location:	
Airfield Description:	
Hangar/GSE/Aeronautical Facility Description: a) Total Sq. Feet b) Hangar/GSE Aeronautical Facility Space Sq. Feet c) Type of facility	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 (including cost and financing structure):	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	
Total 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 hangar/GSE/other Aeronautical Facility development, operations and maintenance services:	
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 Facility

Name	Location (City and State)	Role

Additional Details:

Narrative; limit 1 page

Form F – Development, Operations and Maintenance of General Aviation Facilities 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 Team member:	
Airport Name and Location:	
Airfield Description:	
General Aviation Facilities Operation Description: a) Total Sq. Feet b) general aviation facility Space Sq. Feet c) Type of general aviation facility	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 (including cost and financing structure):	
Scope of contract with Owner and Subcontracting:	
Equity Share (if any):	
Total 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 general aviation facility development, operations and maintenance services:	
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 Terminal

Name	Location (City and State)	Role

Additional Details:

Narrative; limit 1 page

**Form G – 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 G – 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 H – 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 above)

Form I – 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