

TOWN OF ISLIP



REQUEST FOR QUALIFICATIONS

Long Island MacArthur Airport (ISP)

Airport Terminal and Rail Integration

April 8, 2025

Deadline to Register for Optional In-Person Pre-SOQ Conference and Site Tour:

May 2, 2025

Optional In-Person Pre-SOQ Conference and Site Tour:

May 29-30, 2025

Stage 1 Statement of Qualifications Due By:

August 14, 2025

no later than 3:00 p.m., local time

TABLE OF CONTENTS

	Page
PART 1: OPPORTUNITY INFORMATION	4
1. Introduction and Purpose of RFQ	4
2. Objectives and Description.....	11
3. Progressive Delivery and Scope of Work.....	17
4. Additional Information.....	20
PART 2: RFQ PROCESS	23
5. Procurement Schedule	23
6. Communications and Contacts	24
PART 3: PROCUREMENT RULES AND RESERVED RIGHTS.....	29
7. Organizational Conflicts of Interest and Restrictions.....	29
8. Proposer Team Membership and Key Personnel	31
9. Compliance with Applicable Laws	34
10. Reserved Rights.....	34
11. Freedom of Information Law (“FOIL”) Notice	36
PART 4: REQUIREMENTS FOR SOQ SUBMISSION	36
12. Submittal Requirements.....	36
13. SOQ Validity Period	38
14. Contents of SOQ	38
PART 5: EVALUATION PROCESS.....	51
15. Evaluation Objectives.....	51
16. Review and Evaluation of the SOQ	51
17. PDA Award.....	55
PART 6: APPENDICES TO THE RFQ	57
18. Appendix A: Abbreviations and Definitions; Rules of Interpretation	57
19. Appendix B: Forms	66

20. Appendix C: Attachments 66

PART 1: OPPORTUNITY INFORMATION

1. INTRODUCTION AND PURPOSE OF RFQ

1.1. Introduction

- a. The Town of Islip, New York (“Islip” or the “Town”) owns and operates Long Island MacArthur Airport (“ISP” or the “Airport”), which was named the third best small airport in the country by *USA Today* in 2024. In 2024, ISP served 1,362,000 passengers. ISP is served by four commercial carriers: Southwest, Frontier, JetBlue, and Breeze. In 2024, JetBlue began service to ISP and, in 2025, it has already announced a fourth destination. In 2025, Avelo Airlines also announced new service to three destinations from ISP beginning in May 2025, bringing the number of commercial carriers to five.¹
- b. The Airport is located immediately south of the Long Island Rail Road (“LIRR”) Ronkonkoma Station (the “Station”). The Station is one of the busiest in the entire LIRR system and provides direct single-seat service to Penn Station and Grand Central Station in Manhattan and other points within New York City, across Long Island, and to other rail networks, including Amtrak.
- c. The Town is pleased that the State and Governor Kathy Hochul have announced an investment by the State of \$150 million in infrastructure around the Station. The funds will be used to improve existing and add new infrastructure such as roads and utility services. There has been no commitment with regard to specific projects that will be funded, including whether any of the funds are available to assist with creating a direct connection to ISP. In submitting their SOQ response, Proposers should assume that no funding is available for the terminal connection required by this RFQ.
- d. In addition, Suffolk County announced an additional \$50 million investment into utility and other infrastructure around the Station.
- e. In 2025, Amtrak confirmed that it was conducting a feasibility study for new service on Long Island that would include the Station. The service would connect Long Island to Amtrak’s network.
- f. In the context of these proposed investments in the Station area and in order to otherwise achieve the goals and objectives set out in this RFQ, the Town is pursuing this opportunity for private investment in the development of the Airport and an intermodal connection from the Airport terminal to the Station (the “Opportunity”).
- g. The Opportunity consists of two options on which the Proposer may propose, (1) the development of a new terminal located at the north side of the Airport’s property, with a climate-controlled connection to the Station, or (2) the modernization of the existing terminal area on the south side of the Airport’s property with a dedicated

¹ Refer to Appendix A for abbreviations and definitions of capitalized terms used in this RFQ, and for the rules of interpretation that govern this RFQ.

connection to the Station. Both sites are of sufficient size to allow the developer to include ancillary airport-related uses, as will be discussed below.

- h. The Town is seeking to engage a private entity to develop, design, finance, operate, and maintain the terminal and Station connection in order to benefit from the resources, knowledge, and innovation available through a public-private partnership. The Town's overall goal is to create a state-of-the art terminal and Station connection that will increase passenger traffic at the Airport, benefit local residents, and provide a customer experience that is better than today.

1.1.2. The Town of Islip and ISP

- a. ISP is a public use, commercial service airport classified in the FAA's National Plan of Integrated Airport Systems ("NPIAS") as a small hub airport. ISP is located on Long Island in the Town of Islip, in Suffolk County, New York (the "County"), 50 miles outside New York City.
- b. The Town's Department of Aviation ("Department") oversees ISP and is led by the Commissioner of Aviation and Transportation ("Commissioner"), who works closely with the Town Supervisor and the Town Board to manage and operate the Airport.
- c. Long Island is home to more than 8 million residents, making it the most populated island in the United States and among the 20 most populated islands in the world. Of those residents, 1.4 million reside in Nassau County, 1.5 million reside in Suffolk County, 2.4 million reside in Queens, and 2.7 million reside in Brooklyn. The Town's population is just under 350,000.



- d. ISP covers 1,311 acres and has three (3) runways and two (2) helipads. Runway 6/24 is 7006 x 150 feet, runway 15R/33L is 5186 x 150 feet, and runway 15L/33R is 3175 x 75 feet. In addition to commercial service, ISP has a thriving general aviation sector.

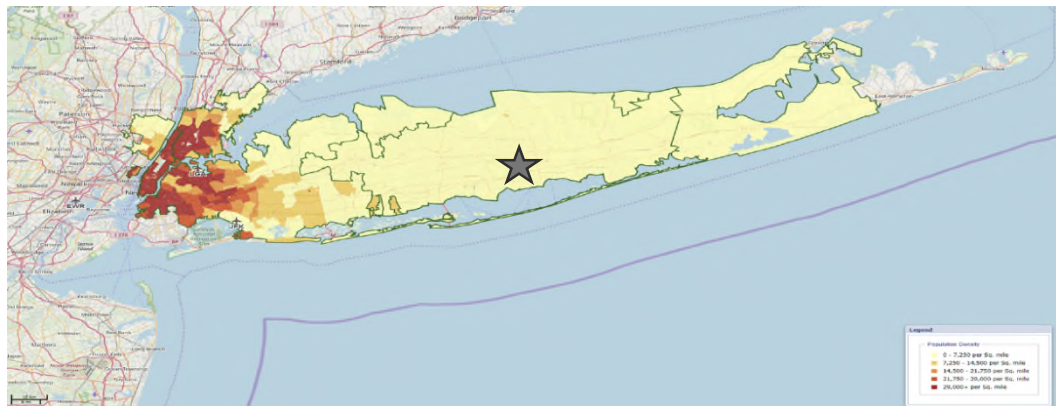
Map: bing.com

- e. Over the past decade, the Town has made a focused and strategic effort to modernize the Airport’s facilities. It invested more than \$130 million in the airfield and improvements to the terminal and other buildings. During the same ten-year period, the Town has aggressively and successfully sought additional air service at ISP. Where the Airport had only two air carriers serving six destinations ten years ago, it now has five carriers serving eighteen destinations. For information regarding current air carriers and routes, please refer to the Reference Information which the Town has separately provided through the Procurement Website: www.ISPterminal.com.



Map: Town of Islip

LOCAL POPULATION DENSITY MAP:



Map: Landrum and Brown, Inc.

- f. The area providing the population base for aviation demand at the Airport is commonly referred to as the catchment area. ISP’s catchment area has 2.8 million residents. Its current primary passenger base is in Nassau and Suffolk counties on Long Island.
- g. ISP competes on Long Island for passengers with JFK and LGA airports. A 2013 Airport Master Plan forecast and related study concluded that ISP captures only a small share of the “swing” area between JFK/LGA and ISP and about one third of the traffic in the “trade area” which is the remaining portion of Long Island to the east. An updated study, performed by Ailevon Pacific Aviation Consulting in 2016, confirmed

the findings of the 2013 study and showed an opportunity for both existing and new carriers at ISP to gain a greater share of traffic in the New York Metro area.

ISP CATCHMENT AREA MAP:



Map: Landrum and Brown, Inc.

- h. In 2024, LIRR served 75.5 million passengers and averaged approximately 200,000 customers per day. It is the busiest commuter railroad in North America.
- i. From New York City, passengers can take public transit to JFK, LGA, EWR, and ISP. However, JFK, LGA, and EWR all require a train or bus with a connection. There also is no single-seat public transit service to other New York-area airports like HPN and SWF. One of the goals of the Opportunity is to create an easy and convenient single-seat train-to-plane trip to ISP for passengers on Long Island and in New York City.
- j. The annual passenger projections in the Airport’s Projected Planning Activity Levels (“PAL”) used in the Airport’s 2022 Terminal Planning Study are:

PAL 1	1,660,152 Annual Passengers
PAL 2	1,765,800 Annual Passengers
PAL 3	1,805,400 Annual Passengers
PAL 4	1,843,600 Annual Passengers
PAL 5	1,892,000 Annual Passengers

1.2. Opportunity Overview

- a. The Town has identified two options to meet its overall goal of modernizing its terminal facilities and creating a direct connection to the Station.
 - i. North Terminal Option. The first option is to develop, design, finance, operate, and maintain a new terminal and associated infrastructure and amenities within the North Development Area (depicted in Attachment 3). This area is located on the north side of the Airport and development of the North Terminal Option must include a direct, climate-controlled connection to the Station.

- ii. Existing Terminal Option. The second option is to develop, design, finance, operate, and maintain a modernization and expansion of the Existing Terminal along with a direct and dedicated connection from the Station to the Terminal (“Terminal Connector”) in order to create a similar train-to-plane connection experience for Station users. The Existing Terminal is on the south side of the Airport. The Terminal Connector may not use public roadways; however, Airport property may be used. The South Terminal Area available for development is depicted in Attachment 4.
- b. The Town anticipates using a progressive delivery approach for this Opportunity. Under this approach, upon completion of this RFQ, the Town expects to select a Preferred Proposer to, first, enter into a Pre-Development Agreement (“PDA”) with the Town. The required form of PDA, to be incorporated in the RFQ as Attachment 1, will be issued by Addendum to Shortlisted Proposers for review and comment after the one-on-one meetings that are part of Stage 2 of the RFQ. In order to provide a baseline for preparing Stage 2 submissions, the form of PDA will identify certain terms, conditions, and assumptions separately applicable to each of the terminal development options, in addition to those set out in this RFQ. The executed PDA will include the Preferred Proposer’s agreed development option – the North Terminal Option or the Existing Terminal Option – to facilitate planning and coordination with other jurisdictions.
- c. New York law applicable to the Town imposes certain procurement and contract requirements for public procurement of services. These will be reflected in the terms and structure of the PDA and any Terminal Agreement for development. The Town anticipates customizing market-tested approaches to delivery to account for these considerations as well as project-specific issues.
- d. In order to ensure conformity with applicable State and local legal requirements, the Town also expects to enter into a direct agreement with the Lead Design Firm (the “Design Direct Agreement”), as further described in Section 3.2.b. The Town expects that the PDA will require the Developer to coordinate and manage design services, on the Town’s behalf.
- e. As more fully described in Section 3, under the terms of the PDA, the Town expects the Developer to perform certain pre-development professional services, but not any construction, to advance planning for the Opportunity. The Developer’s work will inform negotiations between the Town and the Developer of the Terminal Agreement, a definitive, long-term agreement to govern project scope and financing as well as construction, delivery, operations, and maintenance of the Opportunity. The scope and form of the Terminal Agreement will be developed and refined through the process described in the PDA, which will govern the conduct of negotiations for the Terminal Agreement and include certain indicative terms for the agreement.
- f. The substance of the Terminal Agreement will be different and will provide different requirements during the development and design phases of the Opportunity, but the Town expects that the standards of design, construction, operation and maintenance will generally be the same regardless of the option chosen. The North Terminal Option may contain requirements related to the Town compost facility,

maintenance of a connection to the Station, and other items unique to the North Terminal Option. The Existing Terminal Option will contain requirements related to the operations and maintenance of the Existing Terminal during renovation or construction, and the terminal connector from the Station to the Terminal.

- g. The Town expects the Opportunity to be privately financed by the Developer through some combination of debt and equity sources and repaid via certain terminal and ancillary revenue, including revenue that may be generated through development of the related property. The Developer's ability to increase air service at ISP will be a key component of the Opportunity's revenue generation potential and is one of the primary goals of the Town in pursuing this Opportunity.
- h. The Town may make available certain revenue opportunities for the Developer. The Town anticipates that this revenue will be related to public parking, rental car facilities, terminal concessions, and airline leases in the terminal. The Town does not anticipate making available funds from Passenger Facility Charges, landing fees, and fuel flowage fees. The Developer may not charge users of the connector, regardless of whether the North Terminal Option or the Existing Terminal Option is selected. The Developer may not develop a fuel farm or sell fuel for either commercial or general aviation aircraft. In its response to Stage 1 of the RFQ, the Developer should provide initial information regarding the revenue sources it believes might be needed within these general principles. The Town expects that Shortlisted Proposers will provide further refined information regarding the revenue sources they propose to request as part of Stage 2 of the RFQ.
- i. The Town may, in its sole discretion, provide compensation for services performed by the Developer during the pre-development phase under the PDA and any Design Direct Agreement. The Town will not otherwise directly contribute Town funds to this Opportunity.
- j. While the Town may seek federal funding for airfield improvements, it does not intend to seek federal funding for the terminal, connector and related components of the Opportunity, as provided in Section 4.9. The Town anticipates using PFCs and other sources of Airport revenue for other airfield improvements and maintenance.
- k. The Town encourages Proposers to be innovative in their approach to financing and seeking alternative revenue streams or public funding opportunities, to the extent permitted by Applicable Law and the FAA Grant Assurances, and will review Proposer suggestions set forth in SOQs regarding funding options.
- l. Proposers should be prepared to take into account any additional federal requirements which may apply by law or regulation to the Opportunity as a result of any federal funding approach suggested by a Proposer or sought by the Town. The Town reserves the right to add procurement and contracting requirements required by law or regulation through an Addendum, including without limitation in the terms of the PDA, during Stage 2 of the RFQ process.
- m. The PDA will set out requirements to guide negotiations for the future Terminal Agreement with respect to payments from the Developer to the Town. The Town expects that the Opportunity will be subject to a long-term lease of no more than forty

(40) years, under which the Developer will pay rent to the Town in amounts and in a manner to be negotiated and in compliance with the Town's FAA Grant Assurances and any other applicable legal obligations. Additional terms may depend upon the Proposer's submissions and the Developer's work under the PDA.

1.3. Procurement Process and Invitation to Participate

- a. Through this RFQ, the Town invites Proposers interested this Opportunity in the capacity of Developer to submit SOQs. The required SOQ submissions are phased in two (2) sequential stages. All Proposers will submit Stage 1 SOQs. After review and evaluation of Stage 1 SOQs, the Town expects to invite a limited number of Stage 1 SOQ Proposers, as Shortlisted Proposers, to submit a Stage 2 SOQ.
 - i. RFQ Stage 1. The issuance of this RFQ commences Stage 1 of this RFQ process. After the Stage 1 one-on-one meetings, the Town will issue by Addendum a term sheet containing the major proposed terms for the PDA and a future Terminal Agreement. The Town will evaluate the Stage 1 SOQs in accordance with the process and criteria set out in Part 5 of this RFQ and will select up to three (3) Shortlisted Proposers. In their proposal in Stage 1, Proposers must specify whether they are proposing on the New Terminal Option or the Existing Terminal Option. Proposers also must provide a short but detailed explanation of the basis for their choice of which option to pursue. The Town will not use the explanation as a basis for selection; this information is for the Town's use, including to understand the Proposers' collective views of each option's risks and benefits.
 - ii. RFQ Stage 2. Following selection, the Shortlisted Proposers will be issued an Addendum containing additional information regarding Stage 2, which will then commence Stage 2 of the RFQ process. Only Shortlisted Proposers may submit Stage 2 SOQs. Additional reference information may be provided to Shortlisted Proposers to assist them in preparing the Stage 2 SOQs. After the Stage 2 one-on-one meetings, the Town will issue a form of PDA by Addendum with an updated proposed term sheet for the Terminal Agreement. The Town will evaluate the Stage 2 SOQs in accordance with the process and criteria set out in Part 5 of this RFQ and the Stage 2 addendum, and select a Preferred Proposer following the evaluation process.
- b. To the extent permitted in Section 14, Proposers may expand on the initial scope described the Minimum Technical Requirements in their SOQs based on their experience and vision for this Opportunity, understanding that acceptance of any such alterations will be in the Town's discretion. For example, Proposers may propose to incorporate additional scope elements or facilities that are not described in the Minimum Technical Requirements, such as additional parking lots, a consolidated rental car facility, construction of a hotel, etc.
- c. The proposals must utilize no more than the North Development Area for the North Terminal Option and the South Terminal Area for the Existing Terminal Option, except Proposers seeking to propose on the Existing Terminal Option will be required to propose a path and terminus for the Terminal Connector that necessarily is outside

the South Terminal Area. It may, but is not required to, cross the North Development Area or other Airport property. It may not utilize public roadways. Proposers seeking to propose on the Existing Terminal Option may not propose the use or development of the North Development Area (on the north side) as part of the Opportunity other than as needed for the Terminal Connector.

- d. In all cases, the Opportunity and any scope elements included in SOQs must meet the Minimum Technical Requirements and Objectives established by the Town herein and may be subject to additional constraints to be established later in the procurement or development process.
- e. Proposers have the opportunity to submit Questions regarding the RFQ, including, once issued, the form of PDA, in accordance with Section 6.4 of this RFQ. Proposers may submit their SOQs at any time before the due dates stated in this RFQ.
- f. Following execution of the PDA, Developer will perform the predevelopment services described in Section 3.2 and work with Town to refine the Opportunity scope and other key terms in order to negotiate and agree to the terms and conditions of a long-term Terminal Agreement.

2. OBJECTIVES AND DESCRIPTION

2.1. Goals and Objectives

The Town's goals and objectives are listed below (collectively, the "Objectives"). The Objectives are not intended to be an exhaustive list of the Town's goals and are not listed in order of priority. The Objectives are to:

- a. partner with an experienced terminal developer and operator to develop and operate modern airport amenities that enhance the customer experience at a reasonable cost to the Airport and carriers;
- b. create a Terminal that: (i) is sustainable and resilient, (ii) embodies the Town's energy and cultural feel, (iii) is innovative and efficient, and (iv) is flexible and scalable to meet changing requirements and standards;
- c. increase convenient and timely access to the Airport and attract passengers through direct, reliable, and efficient connections to the Station;
- d. provide the Town with the best overall value during the development and operational phases;
- e. minimize disruptions to Airport operations during construction, including keeping the runways open and operational, and the Existing Terminal functioning at all times during construction of either option;
- f. provide the Town with the highest level of risk transfer and mitigation related to this Opportunity, including with regard to development, finance costs, development schedule, and Airport operations;
- g. improve and increase the level of commercial airline service for Islip and Long Island residents, visitors and businesses by attracting more routes and frequencies, and increasing diversity of airline service;

- h. enhance Airport and Town revenues through increased air service and expanded revenue generating facilities, including some form of revenue share or other financial benefit to the Town and the Airport;
- i. provide enhanced local business opportunities during the redevelopment and operational phases;
- j. generate private sector investment and innovation in terminal and parking facility development and otherwise contribute to the economic growth and viability of the Town and County; and
- k. partner with a developer and operator that places a high value on human capital and will work with local and regional business organizations and tourism promotion groups to increase the value of the Airport to the local community.

2.2. Minimum Technical Requirements

- a. In order to meet the Town's goals, certain Minimum Technical Requirements must be met regardless of the option chosen.
 - i. The terminal and any other covered facilities must comply with FAA regulatory documents and Advisory Circulars applicable to terminal design and engineering.
 - ii. Any aeronautical facilities or services must comply with the Airport's Rules and Regulations and Minimum Standards, which are available as Reference Information.
 - iii. All work must comply with applicable Town, County, State, and federal building, design, fire, and other applicable codes, and the Americans with Disabilities Act ("ADA"). All roads, utilities, electrical, and other enabling or required facilities must comply with all requirements for design, construction, and interconnection and must be funded, constructed, and maintained by the Developer unless otherwise required by the applicable entity.
 - iv. The terminal must be renovated and/or built to industry and modern passenger standards for terminals of ISP's size and to meet expected demand.
 - A. At completion, the terminal must include at least sufficient number of gates to meet the Projected PAL 1 but, if required, additional gates must be constructed.
 - B. At completion, the terminal must be capable of serving ISP's Projected PAL 1 with a level of service consistent with IATA standards.
 - C. The terminal must be expandable to serve ISP's Projected PAL 2 and PAL 3, subject to further negotiation and agreement with the Town.
 - D. Terminal square footage must be designed to accommodate the industry-standard square footage requirements for the types of carriers currently operating at the Airport and to whom the Airport

- might be marketed and necessary to provide a first-class level of service to customers.
- E. All gates must have passenger boarding bridges.
 - F. The terminal must have adequate ramp and apron space to serve the gates, including in compliance with FAA and Airport requirements.
 - G. The terminal must have adequate hard stand and remain overnight positions to accommodate overflow and irregular operations based on the Projected PAL.
- v. The terminal must satisfy all federal, state, and local energy efficiency requirements and standards.
 - vi. The terminal must incorporate art and design to provide a welcoming, distinctive, and comfortable public area.
 - vii. The terminal must have any needed de-icing facilities, including glycol recycling facilities, and comply with the Airport's SWPPP plan and SPDES permit.
 - viii. The terminal must have sufficient support and ancillary space for required offices, storage, food preparation, and other back-of-house space needed for operations at the terminal and to maximize revenue for the terminal:
 - ix. The terminal must have sufficient passenger check-in space, TSA queuing and security areas, concourse areas and hold rooms to meet Projected PAL (with growth flexibility/scalability).
 - x. The terminal must have inbound and outbound baggage facilities (including TSA in-line baggage handling and screening systems for outbound baggage), comply with all CBP requirements for the Federal Inspection Services ("FIS") facility including the baggage system, and make-up carousels sufficient to meet the Projected PAL and to provide first class service to passengers.
 - xi. The terminal must have sufficient administrative space for the Developer's staff and selected Town employees who work at the Airport.
 - xii. The terminal must include federally compliant consolidated Federal Inspection Services facilities available to both airline and general aviation passengers.
 - xiii. The selected option must include a direct connection to the Station and promote intermodal connectivity as further described in this RFQ.
 - xiv. The selected option must incorporate employee and customer parking facilities of approximately 3,000 parking spaces for customers of the Airport, which are scalable to accommodate future increases in passenger levels and Airport expansion.
 - xv. If the selected proposal includes a rental car facility, the rental car facility must comply with all environmental, building and fire code, and other

- applicable laws, regulations, and requirements. It must be scalable to accommodate future increases in passenger levels and Airport expansion.
- xvi. The Opportunity must include sufficient access roads to the terminal from existing Town, County, and State roads, as well as a plan, if necessary, to move passengers from parking or rental car facilities to the terminal.
 - xvii. The Opportunity must enhance the flexibility and efficiency of passenger processing and airfield operations.
 - xviii. The delivery and operations must comply with all applicable federal requirements, including without limitation those imposed by FAA, CBP, and TSA, regardless of whether federal funds are used for any portion of the Opportunity. The Town's policy is that all facilities on the Airport, regardless of funding source, must comply with those FAA Advisory Circulars that are applicable to federally funded projects.
- b. Both the North Terminal Option and the Existing Terminal Option will require enabling or related components and facilities unique to that option. However, the following are not required components of either option. While the Town contemplates that it will assume responsibility for these components, as part of the SOQs, the Town invites creative suggestions from Proposers about financing and delivery of these essential components and coordination (in planning, delivery and financing):
- i. terminal apron, taxi lanes and other movement-area pavement for aircraft access to the terminal other than apron areas immediately adjacent to the terminal and used for the parking and servicing of aircraft at the gate;
 - ii. extension and redesign of taxiways and other airfield pavements to accommodate the terminal; and
 - iii. other lighting, NAVAID, or airfield improvements or changes needed to accommodate the terminal.

2.3. North Terminal Option

- a. The Town has identified the North Development Area as the area within which a new North Terminal could be constructed. Proposers may propose locating the terminal anywhere within the North Development Area subject to any limitations on siting required by the FAA. Proposers may suggest developing all or only certain portions of the North Development Area. Upon completion and commencement of operations at the North Terminal, the Existing Terminal would be closed to commercial carriers.
- b. A North Terminal Option proposal can include parking, consolidated rental car facilities, a hotel, and/or other amenities for Airport employees and passengers, all designed to meet the Objectives and the overall goal of creating a customer experience that is better than today.
- c. The North Terminal Option must include the development of a direct, climate-controlled access route from the North Terminal to the Station that minimizes grade changes and maximizes accessibility through use of an elevated walkway or other means. If the primary access route is a pedestrian walkway, an alternative means of

transporting persons unable to use the pedestrian route that complies with the ADA must be provided.

- d. As noted on the North Development Area map, a portion of the North Development Area adjacent to the LIRR tracks is owned by the County and not the Town. The connector required to access the terminal in the North Terminal Option likely will be required to cross County property to the Station or to align with a connector constructed by the County across County property. Proposers may propose to develop the entire connector. Proposers may assume that the Town will assist in negotiating with the County to ensure that the connector from the North Terminal to the Station is properly coordinated to ensure a seamless experience for passengers.
- e. Currently there is a Town compost facility located within the North Development Area. Proposers may assume that under the terms of the PDA, the Town will, at its own cost and expense, be responsible for removal and remediation to a reasonable level of the compost facility (but not necessarily any additional site work to facilitate any required supports or structural elements for the Opportunity).
- f. Portions of the North Development Area not needed for the Opportunity will be removed from the site granted to the Developer and will remain the Town's to develop or use for any Town or Airport purpose, in its sole discretion. The only rights Developer will be granted over any portion of the North Development Area will be those set forth in the PDA and the Terminal Agreement, if any.
- g. The North Development Area does not currently have utility service, and the Developer will be required to construct and connect utilities to the site, including water and sewer.
- h. Construction in the North Development Area may be impacted by other projects undertaken by the Town, County, and/or State, and the Developer should address its expected approach to coordinating with the Town, County, and State regarding adjacent and nearby projects and development.

2.4. Existing Terminal Option

- a. The Existing Terminal, in its current state, may not be adequate to support the Airport's future growth, current passenger traffic, common use gates and ticket counter needs, required concessions, and technology and energy efficiency standards. To meet future PAL levels, additional gates, terminal and concessions spaces, an FIS facility that meets CBP requirements (for commercial and general aviation passengers), and additional passenger processing areas will need to be developed.
- b. The Proposer may propose to (1) use the Existing Terminal with whatever renovations and improvements, if any, are needed to meet IATA standards, sustainability, and increased revenue generation; (2) completely renovate and expand the Existing Terminal to achieve the Town's Objectives; or (3) build a new terminal while meeting the Minimum Technical Requirements and Objectives.

- c. The Town has made investments to maintain certain critical infrastructure in the Existing Terminal in recent years, including a new baggage system, upgrades to the mechanical, electrical and plumbing systems.
- d. The Existing Terminal Option shall create a terminal that feels as if it is new and modern, with new and/or renovated mechanical, electrical, and plumbing (MEP); technology; inbound and outbound baggage system; security systems; TSA and FIS facilities (for both commercial carrier passengers and general aviation passengers); ticketing; and common use software, all built to the same level of service as a newly-constructed terminal.
- e. The Existing Terminal Option also shall include the design, development, finance, operation, and maintenance of a Terminal Connector, which must run on a facility (road or guideway) separated from local roads. The Terminal Connector must comply with all FAA requirements, including those related to the location of facilities in the Runway Protection Zone or any other protected area of the Airport, and must comply with all permit and land use requirements of the Airport and the Town. The Developer and the Town shall determine the technology, design, and route of the Terminal Connector during performance of the Pre-Development Agreement, and the Terminal Agreement shall provide for the Terminal Connector, including required levels of service based on the technology chosen during the pre-development work.
 - i. The Terminal Connector shall connect the Station to the Existing Terminal or a new terminal through a convenient, seamless service designed to attract passengers and employees and create a consistent experience between the Station and the Airport. The Developer may not charge for use of the Terminal Connector.
 - ii. The Terminal Connector may not be a shuttle bus service. The Town desires an innovative solution that enhances the appeal of the train-to-plane connection.
 - iii. The Terminal Connector must be capable of expansion to meet passenger and employee use levels.
 - iv. The Terminal Connector terminus at the Station may be proposed to be in the North Development Area unless the Developer desires to obtain land use and other rights to operate at another location closer to the Station. In the event that the Terminal Connector is located in the North Development Area, the Developer shall provide a covered and ADA-accessible pedestrian access from the Station to the boarding area for the Terminal Connector equivalent to the connector required for the North Terminal Option.
- f. A Proposer desiring to propose on the Existing Terminal Option must confine the Opportunity to the South Terminal Area except that the Terminal Connector will travel outside the South Terminal Area.
- g. The Terminal must remain open and operational, and must maintain the same level of airline service, during all activities. The Developer may temporarily close amenities

such as concessions during development provided that sufficient replacements are temporarily provided as needed to serve Airport customers, employees, and tenants.

- h. The Town operates and maintains the head house, including ticketing, baggage claim, office space, and Concourse B, which is decommissioned. Through the Terminal Agreement, the Developer could have immediate use of these areas, provided that the Existing Terminal must continue to function.
- i. Southwest Airlines has a contract with the Town to operate and maintain Concourse A in the Existing Terminal as depicted in Attachment 4. Concourse A includes all of the presently operational gates and TSA security. For gates used by other airlines, Southwest Airlines subleases or contracts with the Town, which in turn leases the gates to the other airlines. Southwest Airlines' contract with the Town expires in 2029. The Town might be willing to assign Southwest Airlines' contract to the Developer or to come to another phased arrangement with the Developer regarding Concourse A.
- j. The Town owns, operates, and maintains the ground transportation center identified on Attachment 4, including facilities for three rental car companies. The Existing Terminal Option may include the ground transportation center area as a location to facilitate rental car activities, local and regional buses, taxis, transportation network companies such as Uber and Lyft, and the Terminal Connector, if facilities are not provided elsewhere.
- k. The existing public parking lots in the South Terminal Area are operated through a long-term contract with a contractor. Proposers may propose to include these lots in the Existing Terminal Option. The Town's contract with the operator of the public and employee lots expires in 2036. It contains contractual increases in the parking fees.
- l. Resident Lots 6, 6a, and 6b adjacent to the Existing Terminal are parking lots open to businesses and residents of the Town of Islip for parking pursuant to a permit obtained from the Airport parking office. Proposers may propose to include these lots in the Existing Terminal Option, however, Proposers' use of this space will be subject to negotiations with the Town.

3. PROGRESSIVE DELIVERY AND SCOPE OF WORK

3.1. Progressive Approach

- a. The Town proposes to use a collaborative and progressive approach under which the Developer and Town will sequentially enter into two separate agreements, an initial PDA and a subsequently negotiated Terminal Agreement. This results in a phased approach to planning, development, construction, delivery, operations, and maintenance.
- b. The initial PDA will be an agreement for services, and not for construction, supply, or delivery. The scope and form of the Terminal Agreement will be developed and refined during the term of the PDA pursuant to the process set forth in the PDA.
- c. In order to comply with legal requirements applicable to the Town, the Town anticipates that it will enter into a separate Design Direct Agreement with the Lead Design Firm in order to establish privity with that firm. The terms of this arrangement,

and the relationship of the Developer with the Lead Design Firm including certain responsibilities for coordination and management of design work, will be set out in the form of PDA to be released as an Addendum to Shortlisted Proposers at the beginning of Stage 2 of the RFQ.

- d. Notwithstanding the execution of any PDA and Developer's performance under that agreement, the Town will retain the sole and absolute discretion as to whether to proceed to negotiation, agreement, and execution of a definitive Terminal Agreement with the Developer. The PDA (and the Design Direct Agreement) will therefore include terms to address the possibility that the Developer's pre-development services are terminated without execution of such a follow-on Terminal Agreement, including provisions for reimbursement for work performed and delivered prior to termination.

3.2. Performance of Work under the Pre-Development Agreement (PDA)

- a. The required form of PDA will be included as an Attachment to this RFQ but will be issued in an addendum as part of Stage 2. Pursuant to the PDA, the Developer will collaborate with the Town and perform pre-development services, including the following (but excluding in all cases any construction work):
 - i. develop and refine a development plan for the Opportunity, including a financing plan, construction procurement plan, concessions plan and terminal operations plan;
 - ii. perform due diligence and site assessments;
 - iii. on the Town's behalf, coordinate and manage the Lead Design Firm's completion of sufficient initial schematic and/or conceptual design work to determine the schedule, scope, funding and financing, and construction contracting requirements pursuant to the PDA and the Design Direct Agreement;
 - iv. with the Town's support, negotiate with existing and potential tenants, including airlines, regarding the Opportunity and lease and concession terms for the terminal;
 - v. provide data, information, and materials to inform and support any environmental analysis by the Town, including any required to be performed under SEQRA and NEPA;
 - vi. develop an air carrier service enhancement plan acceptable to the Town;
 - vii. provide additional support as requested by the Town to enable the parties to finalize terms for the Terminal Agreement; and
 - viii. on the Town's behalf, undertake competitive procurements in compliance with applicable law (including General Municipal Law § 103 but not, it is anticipated, General Municipal Law § 101 assuming compliance with Labor Law § 222) to select one or more Construction Firms, and, with respect to the Existing Terminal Option, one or more Connector System Firms to, respectively, undertake construction and Terminal Connector system

elements of the Opportunity scope under the terms of any Terminal Agreement.

- b. In addition, the form of PDA will identify certain terms, conditions, and assumptions separately applicable to each of the terminal development options.
- c. Although the Lead Design Firm will be part of the Developer Team as a Principal Participant and, therefore, subject to the terms of the PDA, in compliance with applicable state and local requirements, the Lead Design Firm will also enter into the Direct Design Agreement with the Town for the design services to be performed for the Opportunity, the form of which will be provided to shortlisted Proposers via Addendum as an exhibit to the form of PDA. Notwithstanding the Town's direct agreement with the Lead Design Firm, the Developer will be responsible for compensating the Lead Design Firm for all work performed by Lead Design Firm during both the PDA term and, if entered into, the Terminal Agreement, and will otherwise have certain coordination and management responsibilities with respect to the Lead Design Work as set forth in the PDA.
- d. Town may, subject to the approval of the Town Council, compensate Developer for certain pre-development services performed under the PDA in accordance with the compensation terms set forth in the PDA.
- e. If awarded the PDA, the Preferred Proposer will, itself or through a newly established special purpose entity, execute the PDA acting as the Developer. This same entity, acting as the Developer, will be expected to execute any subsequently negotiated and agreed-upon Terminal Agreement.

3.3. Performance of Work under the Terminal Agreement

- a. The Terminal Agreement will be a long-term contract with a term to be negotiated as part of the PDA process, but which will be no longer than forty (40) years. It may be structured as a ground lease or using another legal structure to be determined by the Town.
- b. Although the Town will grant the Developer the right to a portion of the revenue associated with the terminal (such as food and other terminal concessions and airline leases) and the Developer may also obtain parking and rental car-associated revenue if the Developer proposes to and includes those services, the Developer will be ultimately responsible for obtaining all funding and financing necessary to deliver the Opportunity. Developer will be responsible for achieving financial close for any necessary financing and for the cost and risk of completing construction and thereafter operating the terminal without further recourse to the Town.
- c. The Town reserves the right to require other separate direct agreements with certain Principal Participants in addition to the Lead Design Firm, including the Construction Firm, and, with respect to the Existing Terminal Option, any Connector System Firms, for purposes of compliance with federal, state and local requirements. However, regardless of any such direct contractual privity or whether certain design, operations, or construction and trade contracts are formally held by the Town or the Developer (which will be determined during the pre-development period and

memorialized in the procurement plan to be attached to the Terminal Agreement), Developer will be ultimately responsible for: timely project delivery and for all costs associated with designing, financing, constructing, and operating the Opportunity, including without limitation the cost of purchasing and maintaining all insurance for the Opportunity (including any required for operations of the terminal), Opportunity permitting costs, and any costs caused by Opportunity delays.

- d. The Town therefore seeks Proposers with the experience and financial and technical capacity to structure and complete complex, revenue-risk based financings for development, design, financing, operation, and maintenance of facilities like the terminal and intermodal connections. Subject to the terms of this RFQ and the form of PDA, Proposers are invited to provide suggestions in their Stage 2 SOQs on innovative and appropriate risk/reward arrangements related to Opportunity financing and delivery and the Town may take those suggestions into consideration in reviewing the Stage 2 SOQs and drafting the PDA.
- e. Following financing and completion of construction and occupancy of the terminal and other facilities, the Developer will manage, operate, and maintain the terminal pursuant to the Terminal Agreement on terms subject to the Town's agreement, to be set out in the negotiated Terminal Agreement, and without additional cost or recourse to the Town. The Town therefore also expects Proposers to demonstrate relevant experience to operate and maintain a facility sufficiently similar in size and complexity to the Opportunity.
- f. Upon the termination of the Terminal Agreement, all facilities, including fixtures, appurtenances, equipment, spare parts, and other goods and items needed for the operation and maintenance of the terminal and other facilities, shall become the property of the Town.

4. ADDITIONAL INFORMATION

4.1. Status of NEPA

- a. Either option may require documentation in compliance with the National Environmental Policy Act (NEPA). Because of recent changes in federal law, the Town cannot state with precision the need for, and the scope of, any NEPA review. Proposers therefore should assume that at least some review under NEPA will apply though the requirements may be different for the North Terminal Option and the Existing Terminal Option, and that the PDA will include customary terms to account for the initiation of services in support of, and in advance of completing, this process.
- b. The law regarding NEPA reviews is fluid at this time and is likely to evolve between the issuance of this RFQ and the time at which it would be appropriate to prepare NEPA documentation. The Town may issue Addenda to provide additional details regarding this process, which will also be addressed in the form of PDA, but the Town also anticipates that experienced Proposers also will be aware of NEPA compliance requirements and changes in federal law and regulations. Proposers should understand that, to the extent that NEPA documentation is required, the Town expects to delegate to the Developer certain responsibilities, under close

supervision by the Town, for coordinating and undertaking preparation of necessary documentation in compliance with applicable FAA requirements.

4.2. Status of SEQRA

Separate from any NEPA documentation required, the North Terminal Option and the Existing Terminal Option are expected to require documentation in compliance with the State Environmental Quality Review Act (SEQRA). If SEQRA documentation is required, the Developer will be required to prepare such documentation under the terms of the PDA, under supervision of the Town.

4.3. DBE or ACDBE Participation

- a. The Town anticipates that FAA and U.S. Department of Transportation (“USDOT”) DBE requirements might apply under the Terminal Agreement, but not to the PDA, if federal funding (including loans) is utilized in the Opportunity. The applicable DBE goals for the Opportunity will be provided in the Stage 2 RFQ. By way of example only, ISP’s DBE requirements for Airport construction projects in 2024 were 4.97%.
- b. FAA and USDOT ACDBE requirements may apply under the Terminal Agreement regardless of the source of funding. The Town establishes ACDBE goals for Airport concessions every three (3) years pursuant to FAA requirements. The ACDBE goal will be provided in the Stage 2 RFQ.
- c. Federal DBE and ACDBE requirements are fluid at this time and Proposers are expected to be aware of changes in federal law, regulations, or policies which may occur at any time.

4.4. Site Management Plan Compliance

In 2003, a New York State Department of Environmental Conservation (NYSDEC) State Superfund Site Classification Notice designated areas of the Airport as an Inactive Hazardous Waste Disposal Site. The Developer will be required to comply with the Site Management Plan and any other applicable requirements. The Site Management Plan will be provided to Shortlisted Proposers as part of the Stage 2 SOQ.

4.5. Opportunity Labor Agreement

In accordance with State law, including, as applicable, Labor Law § 222 and General Municipal Law § 101, the Town will require the Developer and any Construction Firm to enter into a project labor agreement during and for the construction work. The project labor agreement is expected to be developed and negotiated as part of the pre-development process and in advance of solicitation and selection of any Construction Firm.

4.6. Airport Employees

Town employees at the Airport are valued members of the Town’s staff. Certain Town employees’ positions are tied directly to operations of the Existing Terminal. There are approximately 12 to 15 such employees. The Town requires Shortlisted Proposers to provide comments and a proposal in the Stage 2 SOQ response regarding the offering of positions to these employees that are commensurate with the compensation that they currently enjoy. The Town will provide a list of positions by an addendum during the Stage 2 SOQ process.

4.7. Underlying Agreements Related to Current Airport Operations

The Town may consider assigning certain existing Town agreements, including with the Airport's parking vendor, airlines, concessionaires, and rental car companies, to the Developer as part of the overall structuring of either option. These agreements, and the terms for any potential assignments, will be made available to Shortlisted Proposers as Reference Information during Stage 2 of the procurement.

4.8. Title VI Solicitation Notice

The Town, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

4.9. Federal Grant and Loan Funding

- a. The Town is contemplating pursuing FAA Airport Improvement Program (AIP) or other federal grant funding solely for airfield improvements that may be adjacent to, and/or necessary for, the North Terminal Option. Regardless of whether the Town seeks federal funding for airfield improvements (which has yet to be determined), the Town does not intend to seek any federal grant funding for all or any portion of this Opportunity, including the landside elements of the Opportunity, or the Opportunity as a whole, regardless of which option is chosen.
- b. Notwithstanding the foregoing, the Town welcomes suggestions in SOQs from Proposers with regard to the advisability of "federalizing" the Opportunity by seeking AIP, RAISE, or other federal grant funding for additional components of the Opportunity, including landside or terminal improvements.
- c. If federal grant funding is pursued in connection with any portion of the Opportunity, the Developer will be required to comply with all regulations, policies, Advisory Circulars, and other USDOT and FAA requirements applicable to federally funded projects. The Town reserves the right to add such requirements to this RFQ in a future Addendum.
- d. By submitting an SOQ, Proposers agree to assist the Town in any efforts to obtain applicable federal grant assistance, if any, and to comply with all applicable federal requirements that apply if such grant funding is provided. This agreement will be further reflected in any PDA. Further, by submitting a SOQ, Proposers certify that neither they nor their principals or any of the Principal Participants are presently debarred or suspended by any federal department or agency.
- e. This RFQ assumes that the Developer will not pursue a Transportation Infrastructure Finance and Innovation Act ("TIFIA") loan to fund all or part of the Opportunity. However, if, at any time, with the Town's express consent, a TIFIA loan is pursued for

the Opportunity, the Developer would be required to comply with all applicable laws, regulations, policies, Advisory Circulars and other federal requirements pertaining to TIFIA-financed projects.

- f. The Town reserves the right to add requirements related to compliance with federal funding to this RFQ in a future Addendum.

4.10. Local Funding

No general Town revenues or funds will be available for development, design, finance, operations, or maintenance of any facilities constructed, operated, and maintained pursuant to this Opportunity, and they should not be included in financing plans prepared by Proposers. As discussed in this RFQ, the Town anticipates that it will assign or allow the Developer to directly enter into contracts providing revenue from leases or other sources related to the Opportunity, such as airline, concessions, or parking revenue.

PART 2: RFQ PROCESS

5. PROCUREMENT SCHEDULE

The Town intends to carry out the procurement process in accordance with the following schedule (the “Procurement Schedule”). The Town reserves the right to modify, at its sole and absolute discretion, the Procurement Schedule and any specific deadlines.

Milestone	Date/Time
Stage 1	
RFQ Issuance	April 8, 2025
Deadline (by 5:00pm ET): <ul style="list-style-type: none"> - To Register for Pre-Stage 1 SOQ Conference and Site Tour - To Request a One-on-One Meeting (one-on-ones restricted to those which have already submitted a Notice of Intent) - Submission Instructions in Section 6.2 	May 2, 2025
Optional (non-mandatory) Pre-Stage 1 SOQ Presentation and Site Tours, and Stage 1 SOQ one-on-one meetings	May 29-30, 2025
Estimated Date of Issuance of Addendum with Initial Term Sheet for PDA and Terminal Agreement	June 10, 2025
Deadline for Submission of Stage 1 SOQ RFQ Questions (by 5:00pm ET)	June 23, 2025
Last date for Issuance of Stage 1 SOQ Addenda (by 11:59pm ET)	July 15, 2025
Stage 1 SOQ Due Date (by 3:00pm ET)	August 14, 2025
Stage 2 Commences by Issuance of Stage 2 RFQ to Shortlisted Proposers²	September, 2025

² Stage 2 dates provided are indicative only and subject to change based on the time needed to review Stage 1 Proposals. The Addendum issued to Shortlisted Proposers initiating Stage 2 of the RFQ process will include updated dates.

Pre-Stage 2 SOQ One-on-One Meetings	October, 2025
Deadline for Submission of Stage 2 SOQ RFQ Questions (by 5:00 pm ET)	October, 2025
Estimated Date of Issuance of Addenda and Form of PDA with updated Term Sheet for Terminal Agreement	November, 2025
Stage 2 SOQ Due Date (3:00pm ET)	December, 2025
Anticipated Selection of Preferred Proposer, Interviews (if any), Award and Execution of PDA	January, 2026

6. COMMUNICATIONS AND CONTACTS

6.1. Procurement Website and Procurement Contact

- a. The Town has published this RFQ, and will publish all Addenda, responses to RFQ Questions, and other materials related to this procurement, at www.ISPterminal.com (the “Procurement Website”).
- b. It is the responsibility of the Proposer to monitor the Procurement Website for all information related to the procurement for the Opportunity. Proposers are responsible for promptly informing the Procurement Contact listed in Section 6.1(c) if access to the Procurement Website is not possible.
- c. The Procurement Contact for this solicitation is Amy Murphy, Deputy Town Attorney, ISPterminal@islipny.gov.

6.2. Notice of Intent, Request for One-on-One Meeting Submission, and Method of Submission

- a. On or before the deadline set forth in the Procurement Schedule, any Proposer intending to participate in the procurement must submit a Notice of Intent to the Procurement Contact by email, with the subject line “Airport Terminal and Rail Integration: Notice of Intent” (such notice, the “Notice of Intent Submission”). **IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE PROCUREMENT CONTEMPLATED IN THIS RFQ, PROSPECTIVE PROPOSERS MUST PROVIDE A NOTICE OF INTENT SUBMISSION NO LATER THAN THE DATE AND TIME SPECIFIED IN THE PROCUREMENT SCHEDULE.**
- b. The Notice of Intent Submission must:
 - i. be in the form of Form Notice of Intent attached hereto as Appendix B;
 - ii. provide the Proposer’s name, which may be the name of a legal entity or a d/b/a name for a team of entities or joint venture;
 - iii. identify Proposer’s Designated Representative including their name, title, company, mailing address, phone numbers (work and cell), and email address;
 - iv. identify at least the Principal Participants of Proposer’s team, including each entity’s legal name, jurisdiction of formation or incorporation, and principal address;

- v. include an affirmative statement that the Proposer team (A) reasonably believes that it possesses the necessary experience, qualifications, and interest in participating in the procurement process for the Opportunity and (B) agrees to comply with the terms and conditions of this RFQ;
 - vi. indicate if the Proposer does or does not wish to participate in an optional one-on-one meeting with the Town during Stage 1 of the RFQ process; and
 - vii. if the Proposer has indicated that it does wish to participate in an optional one-on-one meeting, the Proposer must include a request for such one-on-one meeting in the Notice of Intent.
- c. **PROPOSERS THAT DO NOT REQUEST A ONE-ON-ONE MEETING IN THE NOTICE OF INTENT WILL NOT BE ELIGIBLE FOR A ONE-ON-ONE MEETING DURING STAGE 1 OF THE RFQ, BUT WILL STILL BE OTHERWISE ELIGIBLE TO PARTICIPATE IN THE PROCUREMENT IF THEY SUBMIT THE NOTICE OF INTENT BY THE DEADLINE.**

6.3. Pre-Stage 1 SOQ Conference and Site Visit (non-mandatory)

- a. An in-person pre-Stage 1 SOQ informational presentation and site visit for prospective Proposers, including potential team members, will be held at the date and time indicated in the Procurement Schedule. At the presentation, Town staff and advisors will provide an overview of the Opportunity, review the RFQ package, schedule of events, evaluation process, submission requirements, and forms to be completed.
- b. Proposers must register by the deadline in the Procurement Schedule to attend the presentation and site visit. However, attendance by prospective Proposers and team members at the pre-Stage 1 SOQ informational presentation and site visit is not required as a condition to submit a SOQ, although it is strongly encouraged.
- c. The pre-Stage 1 SOQ informational presentation will be held in person and followed by a site visit.
- d. Questions asked during the informational presentations and site visits, if permitted, may be answered informally; however, all questions for which a Proposer desires a written response must be submitted in writing in accordance with Section 6.5.

6.4. RFQ Questions

6.4.1. Timing of RFQ Questions

The Town will consider questions, comments, and requests for information (together, “RFQ Questions”) submitted by Proposers in accordance with this Section 6.4. All RFQ Questions must be submitted and received no later than the deadlines indicated in the Procurement Schedule, as such dates may be modified by Addendum. Proposers are encouraged to submit RFQ Questions as and when they are ready for submission.

6.4.2. Form and Submission of RFQ Questions

- a. All RFQ Questions must be in the form included in Appendix B. Proposers should not reveal their identity or the identity of any team member within the substance of any RFQ Question. Proposers should also exclude any confidential information to the

extent possible and otherwise submit any confidential RFQ Questions in compliance with Section 11.

- b. All RFQ Questions must be submitted in writing to the Procurement Contact by email, with the subject line “Terminal Procurement: RFQ Question Submission.” Proposers are responsible for ensuring receipt of their RFQ Questions through the use of automated receipt and read message confirmations.
- c. Proposers should assume that the Town will not consider any RFQ Questions that are:
 - i. telephone or oral questions;
 - ii. submitted to a person other than the Procurement Contact; or
 - iii. submitted after the deadlines specified in the Procurement Schedule, except reasonable logistical questions received after such deadlines where a response may be necessary to facilitate timely and compliant delivery of SOQs.

6.4.3. Responses to RFQ Questions

- a. The Town may, at its discretion, provide written responses to RFQ Questions or otherwise address RFQ Questions in writing in an Addendum posted to the Procurement Website.
- b. Subject to the confidentiality requirements of this RFQ, any written responses to RFQ Questions will be made available to each Proposer.
- c. Responses to RFQ Questions which are not accompanied by an Addendum are for informational purposes only, and will not and do not modify the terms, conditions, or requirements of this RFQ unless expressly incorporated by an Addendum. Furthermore, the Town will not be bound by any (i) oral communications or (ii) written communications, interpretations, or clarifications that are not contained in an Addendum.

6.5. Pre-SOQ One-on-One Meetings

6.5.1. General Information Regarding Pre-SOQ One -on-One Meetings

- a. Pre-SOQ One-on-One meetings with the Town will be offered to Proposers during both Stage 1 and Stage 2 (“Pre-SOQ One-on-One Meetings”) pursuant to the terms of this Section 6.5, provided that the Town may, in its sole discretion, schedule additional Pre-SOQ One-on-One Meetings not reflected in the Procurement Schedule.
- b. Pre-SOQ One-on-One Meetings are intended to offer Proposers more details about the Opportunity and related contractual structure, to allow Proposers to request clarifications about the Opportunity and this RFQ, and to discuss other topics as per the Town’s discretion.
- c. Representatives of the Town and advisors to the Town, as well as representatives from other public authorities, may be invited by the Town to attend and participate in

the meetings. The Town reserves the right in its sole discretion to limit the number of Proposer attendees.

- d. In each Stage of the RFQ, the Town will notify those Proposers eligible to participate in Pre-SOQ One-on-One Meetings in writing of their anticipated schedule for such meetings and coordinate specific dates and times pending their responses. Such meetings shall be held at a location to be identified by the Town in writing or by video conference. Note that the Town is not responsible for any technical difficulties, or miscommunications if hybrid or fully virtual Pre-SOQ One-on-One Meetings are conducted.
- e. No later than three (3) Business Days prior to each scheduled Pre-SOQ One-on-One Meeting, each Proposer is requested to submit the following documents to the Procurement Contact:
 - i. a written agenda for the Pre-SOQ One-on-One meeting, including specific cross-reference to any previously submitted RFQ Questions which the Proposer intends to discuss; and
 - ii. a list of Proposer's meeting attendees (including name, title, role on Opportunity, and firm).
- f. The following rules and procedures shall apply to the Pre-SOQ One-on-One Meetings to be conducted during Stage 1 and Stage 2:
 - i. Proposers shall adhere to the allotted time scheduled for the Pre-SOQ One-on-One Meeting.
 - ii. During Pre-SOQ One-on-One Meetings, Proposers may ask questions, make observations, suggest possible revisions to this RFQ, and respond to any topics that the Town may request of the Proposer to address. However, no negotiation or decision-making shall take place at the Pre-SOQ One-on-One Meetings.
 - iii. In addition, during the Stage 2 Pre-SOQ One-on-One Meetings, Proposers may provide comments related to the terms of the PDA and the Terminal Agreement. Proposers may not simply provide a list of terms or proposed form of agreement. This is the Proposers' opportunity to identify risks or issues specific to the option selected which might be appropriately addressed in the PDA or Terminal Agreement. The Town, in its sole discretion, may consider these comments in drafting the form of PDA or the Terminal Agreement.
 - iv. Except as noted in this RFQ, the Town will not discuss with a particular Proposer any information submitted by another Proposer as part of this procurement.
 - v. Proposers shall not seek to obtain commitments from the Town in the Pre-SOQ One-on-One Meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

- vi. No aspect of the Pre-SOQ One-on-One Meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers.
 - vii. Any discussions or statements made by either party at a Pre-SOQ One-on-One Meeting shall not be binding on such party. No part of the evaluation of SOQs will be based on statements or conduct by a Proposer during Pre-SOQ One-on-One Meetings.
 - viii. No statement made by the Town or any of its advisors will be, nor should anyone construe or deem it to be, a waiver or other modification to any part of this RFQ. Any change to this RFQ will be made only through Addenda.
 - ix. No statement made by the Town or any of its advisors will be, nor should anyone construe or deem it to be, an indication of preference, acceptance, or rejection of any Proposer statement or information or an indication or suggestion on how a Proposer should comply with or interpret this RFQ. Proposers must independently interpret this RFQ and determine how to prepare their SOQs.
 - x. Each such meeting may be subject to additional rules of participation, to be notified to participants, to ensure the integrity of the procurement process.
- g. The Town reserves the right to disclose to all Proposers any issues raised during Pre-SOQ One-on-One Meetings, including disclosures that the Town, in its sole discretion, (1) deems necessary to address an error, mistake, omission, conflict or ambiguity in the Reference Information or the RFQ; (2) deems appropriate to disclose for purposes of fairness and transparency; or (3) determines are required by Applicable Law. However, if allowed by Applicable Law, the Town will limit any such disclosures to the extent that the Town determines, in its sole discretion, that the disclosure would reveal a Proposer's confidential business information.

6.5.2. Airport Tours for Proposers

The Town may provide opportunities for Proposers to tour the Opportunity area and Airport as part of the one-on-one meeting process.

6.6. RFQ Addenda

- a. Without limiting the exercise by the Town of any of the Reserved Rights, the Town may issue Addenda to modify conditions or requirements of this RFQ.
- b. The Town may communicate the publication of Addenda to Proposers through e-mail to contacts identified in the submitted Notices of Intent, however, the sole official notice of issuance of such Addenda will be by the posting of such Addenda on the Procurement Website. Proposers are solely responsible for monitoring the Procurement Website to ensure that they have received any and all Addenda and the Town does not guarantee that all Addenda can or will be sent by e-mail.
- c. A Proposer's submission of an SOQ will be deemed to constitute an acknowledgement of notice of receipt of all Addenda issued on or prior to the date of submission of such SOQ.

6.7. Reference Information

- a. The Town will provide Proposers with Reference Information that may be helpful in understanding the Opportunity, its location, and any environmental or other considerations.
- b. The Town will make such information available through the Procurement Website or, in its discretion, through a restricted website or other means as necessary to protect confidential or sensitive information.
- c. If the Town, in its discretion, determines it is necessary for Shortlisted Proposers to execute a confidentiality or non-disclosure agreement with regard to sensitive Reference Information provided, Proposers will be required to sign an agreement before accessing the restricted Reference Information.
- d. The Town does not make any representation, warranty or guarantee as to the accuracy, completeness, utility or relevance of any Reference Information, has no obligation to update any Reference Information, and will not be responsible or liable for any lack of accuracy, completeness, utility or relevance of, or any interpretations of or conclusions drawn from, any Reference Information.
- e. As such, Proposers will assume full responsibility for their use of any Reference Information, and not be entitled to rely, and will be deemed not to have relied, on any Reference Information, subject to any limited right to rely which may be included within any future Pre-Development Agreement or Terminal Agreement.

PART 3: PROCUREMENT RULES AND RESERVED RIGHTS

7. ORGANIZATIONAL CONFLICTS OF INTEREST AND RESTRICTIONS

7.1. Rules for Organizational Conflicts of Interest

- a. Proposers with Organizational Conflicts of Interest may be disqualified from the procurement. To avoid Organizational Conflicts of Interest, Proposers are required to comply with the following rules:
 - i. No Principal Participant of one Proposer team may participate on another Proposer team;
 - ii. No Affiliate of a Principal Participant may participate on another Proposer team;
 - iii. No firm that employs one or more of the individuals named as Key Personnel on one Proposer team may serve in any capacity on another Proposer team; and
 - iv. No individual serving a Key Personnel role on one Proposer team may serve any role on another Proposer team.
- b. Except as expressly prohibited above, Subcontractors of a Proposer other than Principal Participants or Affiliates of Principal Participants, may participate on more than one Proposer team, provided that it discloses such arrangement to each

relevant Proposer Team and to the Town, and that the Subcontractor institute Information Barriers acceptable to Town to ensure the absence of any conflict of interest, collusion or other impermissible behavior.

- c. Proposers are advised that the following firms assisted Town in the preparation of materials for this procurement and/or the Opportunity and have therefore been identified as having Organizational Conflicts of Interest:
 - i. Frasca & Associates, LLC;
 - ii. Kaplan Kirsch LLP; and
 - iii. Landrum and Brown, Inc.

7.2. Rules for Contacts and Communications

7.2.1. Rules Applicable to Restricted Parties

- a. Effective immediately upon issuance of this RFQ and through the execution of the PDA (the “Restricted Contact Period”), the following rules of contact specified below apply to each Proposer, including each of its Principal Participants and each of its and their Affiliates, agents, and representatives (including Key Personnel) (collectively, the “Restricted Parties”).
- b. These rules are designed to promote a fair, competitive, and unbiased procurement process and are in addition to any other rules which apply as a matter of law. Additional rules or modifications to these rules may be issued by the Town by Addendum.
- c. For purposes of this Section, contact includes face-to-face, telephone, any form of video conferencing, facsimile, e-mail, or written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Proposer.
- d. Proposers are advised that communication with Restricted Parties with respect to this Opportunity and this RFQ can be made only via the Procurement Website or to the Procurement Contact in writing.

7.2.2. Prohibited Communications by Restricted Parties

- a. During the Restricted Contact Period, no Restricted Party may communicate, directly or indirectly, with regard to the Opportunity or this RFQ with (1) any other Proposer team; (2) any Town officer or official, or Town management or staff, or Town consultants, advisors, and contractors, including the entities with Organizational Conflict of Interests identified below; and (3) any stakeholders identified in the following paragraph b; provided that, the foregoing restriction will not apply to:
 - i. contacts made prior to a Person becoming part of Proposer team that relate to bona fide inquiries regarding the formation of potential Proposer teams;
 - ii. communications expressly permitted by the RFQ or that are otherwise approved in advance in writing by the Town; and
 - iii. communications in the ordinary course of business on matters unrelated to this RFQ.

- b. During the Restricted Contact Period, Proposers will not directly or indirectly contact or communicate with the following regarding the Opportunity or this RFQ, including Town Board members, employees, representatives, members, consultants, and advisors of them, or, or as applicable, include as a Principal Participant, Key Personnel, contractor, or consultant, any:
 - i. the County or any County authority, the State of New York or any State authority, FAA, USDOT, MTA, Amtrak, or the LIRR, and Suffolk County;
 - ii. Kaplan Kirsch LLP;
 - iii. Frasca & Associates, LLC;
 - iv. Landrum and Brown, Inc.; and
 - v. any other person or entity with an Organizational Conflict of Interest unless such conflict has been waived, mitigated, or resolved with the Town's express written approval.
- c. In order to ensure that, among other things, the procurement is implemented in a fair, competitive, and transparent manner, the Town will provide any necessary intermediary coordination during the procurement process between Proposers, on the one hand, and the stakeholders and related Persons who are the subject of the restrictions above, on the other hand, provided that Proposers are permitted to submit written requests to the Town, via the Procurement Contact, for its approval, to be given in its discretion, to:
 - i. engage a subcontractor or consultant or advisory firm (but not any Principal Participant or Key Personnel) that also acts for the Town or any above referenced stakeholder in connection with the Opportunity or this RFQ, subject to such firm's implementation of Information Barriers; and
 - ii. engage in Town-monitored contacts or communications with any such stakeholder or related Person.
- d. Any such requests should identify the anticipated benefits to the Opportunity and/or the procurement process that may result from the requested engagement, contact or communication.

8. PROPOSER TEAM MEMBERSHIP AND KEY PERSONNEL

8.1. Principal Participants and Limits on Proposer Team Membership

- a. The Town has identified certain entity roles that are integral to development of the Opportunity and required to be included in Proposer teams as a "Principal Participant." The Principal Participants required to be included in the Stage 1 SOQs and Stage 2 SOQs are described in greater detail in Sections 9.1.2 and Section 9.1.3, respectively.
- b. One entity may fill two or more Principal Participant roles within a Proposer team.
- c. Proposers are required to comply with the following rules:
 - i. no Principal Participant may participate on more than one Proposer team;

- ii. no Affiliate of a Principal Participant may participate on another Proposer team;
 - iii. no firm that employs one or more of the individuals named as Key Personnel on one Proposer team may serve in any capacity on another Proposer team; and
 - iv. no individual serving a Key Personnel role on one Proposer team may serve any role on another Proposer team.
- d. Except as expressly prohibited above, Subcontractors of a Proposer may participate on more than one Proposer team, provided that each Proposer discloses such arrangement to each other relevant Proposer and to the Town, and that such Subcontractor institute Information Barriers acceptable to the Town to ensure the absence of any conflict of interest, collusion or other impermissible behavior.

8.1.2. Stage 1 Teaming Requirements and Restrictions

- a. Each Proposer must include the following Principal Participants in its Stage 1 SOQ:
 - i. Potential Equity Members, each of which will contribute non-debt funding for the purpose of financing the Opportunity;
 - ii. Lead Opportunity Developer, which will be primarily responsible for overall Opportunity delivery, oversight, planning, and strategy;
 - iii. Lead Construction Manager, which, individually or collectively, will be responsible for construction management of the Opportunity as a whole, but which will not act as a Construction Firm on the Opportunity;
 - iv. Lead Design Firm, which, individually or collectively, will be primarily responsible for the engineering and design work and for the architectural design for the Opportunity as a whole, understanding that such firm will also be required to enter into a Design Direct Agreement with the Town;
 - v. Lead Terminal Operator, which will be responsible for operating and maintaining the Opportunity following substantial completion of the Opportunity; and
 - vi. Air Service Development Manager, if included as a firm and not an individual.
- b. Proposers shall not engage a Construction Firm or, with respect to the Existing Terminal Option, a Connector System Firm, during the RFQ process.
- c. However, Proposers intending to propose on the Existing Terminal Option may, but are not required to, identify potential Connector System Firms or Terminal Connector operators as Principal Participants. The Town reserves the discretion to qualify such team members' participation in order to comply with competitive requirements applicable to the procurement of future Terminal Connector systems and equipment, including vehicles.

8.1.3. Stage 2 Teaming Requirements

In addition to those Principal Participants included in the Stage 1 SOQs, the Town reserves the right to require a Shortlisted Proposer to include supplemental Principal Participants in its Stage 2 SOQ, including, without limitation, Guarantors and a Connector System Firm. Any such requirement will be advertised through issuance of an Addendum.

8.2. Key Personnel

Each Proposer must identify Key Personnel in its SOQ. At a minimum, Key Personnel must include:

- a. an Opportunity Leader, the individual responsible for leading the Proposer's team during the procurement process, throughout its negotiations with the Town for the PDA and Terminal Agreement, and throughout performance of the PDA and Terminal Agreement. The Opportunity Leader will be engaged directly by the Proposer;
- b. a Design Lead, the individual responsible for ensuring the design work under the design services agreement between the Town and the Lead Design Firm is executed, the overall Opportunity design is completed, and the design criteria requirements are met. The Design Lead will work under direct supervision of the Proposer and the Town and will be authorized to deal directly and reach agreement on design issues with the Town staff responsible for design development. The Design Lead must be a New York State Professional Engineer;
- c. a Terminal Operator Lead, the individual responsible for ensuring operational needs are fully met and all day-to-day management and operations and maintenance of the Opportunity. The Terminal Operator Lead will work under direct supervision of the Proposer and be authorized to deal directly and reach agreement on certain operational issues with the Town staff responsible for operations and maintenance;
- d. an Air Service Development Manager, if included as an individual and not a firm, the individual responsible for air service development;
- e. a Public Relations and Communications Lead, the individual responsible for managing public relations and communications, including stakeholder relations and marketing; and
- f. a Project Manager or other similar position, the individual responsible for overall administration, management, and leadership of performing the Terminal Agreement.

8.3. Consortiums and Joint Ventures

If Proposer or any Principal Participant is expected to be a Joint Venture, or a newly formed or special purpose entity, then all members or partners of that Joint Venture or other entity will collectively be considered to be the Proposer or Principal Participant on a joint and several basis.

8.4. Organizational Changes

8.4.1. General Restrictions on Changes

- a. Subject to Section 8.4.2, no Proposer will:
 - i. add, delete or substitute a Principal Participant, Key Personnel, or other Persons specifically identified in its SOQ as being part of its team;
 - ii. materially alter the relationships or responsibilities among any of the Principal Participants, Key Personnel, or other Persons specifically identified in its SOQ, or with any Affiliate of a Principal Participant, the experience of which is included in its SOQ; or
 - iii. otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete,

(each, an “Organizational Change”) at any time from the Stage 1 SOQ Due Date to the date of the public announcement of the identity of the Shortlisted Proposers.

8.4.2. Organizational Changes for Shortlisted Proposer Teams

- a. Shortlisted Proposers may make Organizational Changes with the Town’s consent, to be given in the Town’s discretion. As a condition to making any such Organizational Change, a Shortlisted Proposer must submit to the Town a description of the proposed change and any relevant documentation related to the change.
- b. While the Town reserves the right to withhold its consent to any Organizational Change under Section 8.2 in its discretion, the Town expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:
 - i. render the Proposer team materially different from or less qualified than the Proposer team originally selected as a Shortlisted Proposer;
 - ii. result in any actual or potential Organizational Conflict of Interest;
 - iii. cause the Shortlisted Proposer to be in violation of another provision of this RFQ; and/or
 - iv. any other factors that the Town considers relevant or material.

9. COMPLIANCE WITH APPLICABLE LAWS

Proposers will comply with all applicable laws in all aspects in connection with the procurement process, this RFQ, the Opportunity, and the performance of any subsequent Pre-Development Agreement and Terminal Agreement.

10. RESERVED RIGHTS

- a. This RFQ does not commit or bind the Town to enter into any contract or proceed with the procurement described.

- b. In connection with the procurement process described in this RFQ and the Opportunity, Town reserves to itself any and all of the rights, including but not limited to those set out in this Section 10 and any other rights available to it under other applicable law. The rights referred to in the preceding sentence include, without limitation, the right to:
- i. modify the procurement process and schedule;
 - ii. appoint evaluation committees to review SOQs and make recommendations and seek the assistance of outside technical, financial, and legal experts and consultants;
 - iii. require confirmation of information furnished by a Proposer and/or require additional information from a Proposer;
 - iv. waive deficiencies, mistakes, errors, formatting or typographical errors or non-conformities, or any other irregularities, omissions, non-conformities or discrepancies in any SOQ, or permit clarifications or additional information to be submitted with respect to any SOQ;
 - v. seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
 - vi. approve or disapprove the use of particular Subcontractors and/or substitutions and/or changes in SOQs;
 - vii. reject any and all submittals, responses, and SOQs received at any time;
 - viii. terminate evaluations of SOQs received at any time;
 - ix. not select any Shortlisted Proposers;
 - x. not award the PDA to any Proposer responding to this RFQ;
 - xi. engage in negotiations with one or more Proposers prior to awarding the PDA to one Proposer;
 - xii. disqualify any Proposer or Restricted Party under this RFQ for violating any rules or requirements of the procurement set forth in this RFQ or in any other communication from the Town;
 - xiii. select a Proposer that submitted a SOQ in order to replace a Preferred Proposer previously selected that withdraws or is disqualified from participation in this procurement;
 - xiv. procure the Opportunity, including any portion thereof, in any manner that it deems necessary, including the right to:
 - I. issue Addenda, supplements, and modifications to this RFQ;
 - II. cancel this RFQ in whole or in part at any time;
 - III. modify the scope of the work being procured during the procurement process;

- IV. add or delete Proposer responsibilities from the information contained in this RFQ;
 - V. revise and modify, at any time before the SOQ Due Dates, the factors it will consider in evaluating SOQs and to otherwise revise or expand its evaluation methodology; and
 - VI. develop the Opportunity, including any portion thereof, in any manner that it, in its discretion, deems necessary.
- c. If only one (1) Proposer responds to the RFQ, or if only one (1) Shortlisted Proposer submits a Stage 2 SOQ, without limiting its reserved rights, the Town may award a PDA to that Proposer, re-solicit for new SOQs, or cancel the RFQ in its sole discretion.

11. FREEDOM OF INFORMATION LAW (“FOIL”) NOTICE

- a. Any materials submitted to the Town, including SOQs, become the Town’s records that are subject to production to third parties under Article 6 of the New York Public Officers Law, more commonly known as the Freedom of Information Law (“FOIL”).
- b. To the extent a Proposer believes that any portion of its SOQ or other materials that it submits is subject to an exemption from production under Section 87 of FOIL, such Proposer shall designate those portions of its submission with a clear “CONFIDENTIAL” marking next to the suggested exempt text.
- c. This “CONFIDENTIAL” marking shall be for informational purposes only and shall not guarantee that the suggested exempt text will be withheld from production by the Town. To avoid any ambiguity, notwithstanding any such marking by the Proposer and irrespective of such Proposer’s request, the Town will disclose its records consistent with the legal requirements of FOIL.

PART 4: REQUIREMENTS FOR SOQ SUBMISSION

12. SUBMITTAL REQUIREMENTS

12.1. General Requirements

- a. The Town expects SOQs submitted in response to this RFQ to provide enough information about the requested items to allow the Town to evaluate and competitively rank the Proposers based on the criteria set forth herein.
- b. The Town will analyze SOQs for conformance with the instructions and requirements of the RFQ. SOQs that do not comply with these instructions and requirements may be rejected as non-responsive.
- c. In addition to its other reserved rights under this RFQ, the Town reserves the right to request that a Proposer provide any missing or additional information and make clarifications or corrections to its SOQ, which may be in lieu of declaring a SOQ non-responsive at Town's sole discretion.
- d. Even where this RFQ does not impose page limits on components of the SOQ, the Town values brevity and submissions that are tailored to the Opportunity and this

RFQ. Submission of boilerplate marketing materials is discouraged and will not advantage a Proposer.

12.2. Ownership and Use of SOQs

Except as otherwise expressly provided in the RFQ, the Town will retain full title to and ownership of all RFQ Questions, SOQs and other Proposer submittals made pursuant to this RFQ, provided; however, the Proposers may use and reproduce any elements of a SOQ that are standard and not unique to this Opportunity and procurement.

12.3. Rules Governing Preparation of SOQ

12.3.1. General Rules

- a. SOQs will be prepared in English.
- b. If a Proposer does not include information or materials in its SOQ that are described as required only if certain circumstances apply, then the Proposer will include in the relevant section of its SOQ a statement to the effect that the relevant requirement does not apply and explaining why.
- c. All references to currency will use U.S. dollars or, where reference to another currency is necessary, also specified in U.S. dollars at an appropriate rate of conversion specified in the SOQ.
- d. Unless otherwise specified, any reference in the SOQ submission requirements in this RFQ or in any Form to a prior time period (e.g. the past 10 years, the past 12 months, etc.) refer to the period of relevant time dating from prior to the SOQ Due Date.
- e. Information in response to a single submission requirement will be separated for each separate entity (e.g. Principal Participant) that is required to submit such information with a cover sheet identifying the name of the organization and its role in the Proposer's organization.

12.3.2. SOQ Submission

- a. The SOQ documentation must be assembled as a printable, electronic, searchable, machine readable (i.e. OCR'd), and bookmarked PDF document and uploaded to the Procurement Website.
- b. SOQs must be received by the SOQ Due Dates. Only SOQs timely submitted will be accepted. Delayed submittals will not be reviewed.

12.3.3. Joint Ventures

- a. If Proposer or any Principal Participant is expected to be a joint venture, or a newly formed or special purpose entity, then all members or partners of that joint venture or other entity will collectively be considered to be the Proposer or Principal Participant on a joint and several basis.
- b. ANY INFORMATION THAT IS REQUIRED TO BE SUBMITTED AS PART OF THE SOQ BY THE PROPOSER OR A PRINCIPAL PARTICIPANT MUST BE SUBMITTED BY EACH

MEMBER OR PARTNER OF THE JOINT VENTURE OR OTHER ENTITY UNLESS OTHERWISE EXPRESSLY PROVIDED.

- c. The foregoing requirements apply regardless of whether the relevant Joint Venture or other entity considers itself a partnership.

13. SOQ VALIDITY PERIOD

- a. Any SOQ submitted and not withdrawn prior to an applicable SOQ Due Date will remain valid for acceptance until the earliest to occur of:
 - i. with respect to the Preferred Proposer, the effective date on which the Town executes a Terminal Agreement (but not a PDA) with a Developer;
 - ii. with respect to any Proposer that is not the Preferred Proposer, the date which is 270 days after the Stage 2 SOQ Due Date (or such later date as mutually agreed in writing);
 - iii. the date on which the Town informs a Proposer that submitted such SOQ by written notice that it is no longer an eligible Proposer; and
 - iv. the date on which the Town publicly announces the cancellation of the procurement process described in this RFQ.
- b. In accordance with the foregoing, after execution of a PDA each other responsive SOQ will remain valid for acceptance for the remainder of the validity period, including in the event of early termination of a PDA.

14. CONTENTS OF SOQ

14.1. Required Contents of the SOQs

14.1.1. Required Contents of the Stage 1 SOQ

The Stage 1 SOQ must contain all the items listed in the table below, each prepared in accordance with the relevant instructions and page limits and organized in the sequence listed below. The Stage 1 SOQ should take into account and, where applicable, reference the Town’s Objectives.

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
Part A: Cover Documents (PASS/FAIL)			
1.	SOQ Cover Letter / Form A-1	Completed SOQ Cover Letter for the Stage 1 SOQ in the form attached as Form A-1.	N/A
2.	Table of Contents	A Table of Contents listing the associated sections, titles, and page numbers of the SOQ.	N/A
Part B: Administrative Submittals (PASS/FAIL)			
1.	Proposer Team Information Sheet / Form B	Completed Proposer Team Information Sheet in the form attached as Form B.	N/A

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
2.	Certification Questionnaire / Form C-1	Completed Certification Questionnaire for the Proposer and each Principal Participant in the form attached as Form C-1.	10 per entity
3.	Required Certifications and Affidavits / Form C-2	Completed Required Certifications and Affidavits in the form attached as Form C-2.	N/A
Part C: Experience and Qualifications (SCORED)			
Section C-1: Proposer Organization			
1.	Executive Summary	<p>Executive summary of the Stage 1 SOQ written in a non-technical style that includes sufficient information:</p> <p>(a) for the Town to become familiar with the Proposer's Stage 1 SOQ and team;</p> <p>(b) for the Town to understand whether the Proposer proposes on the North Terminal Option or the Existing Terminal Option; and</p> <p>(c) to evaluate how the Proposer satisfies and exceeds the requirements set out in this RFQ and how the Proposer's team membership, organization, resources, and approach best qualifies it to deliver the Opportunity in light of the Objectives and the Minimum Technical Requirements.</p>	5
2.	Proposer Team Structure/Experience Narrative	<p>Narrative on the composition of Proposer's team, including Principal Participants, Key Personnel, and Subcontractors, and the anticipated legal relationship (governance and shareholder structure) of the Proposer's team, including:</p> <p>(a) a description of any material upstream relationship to financially responsible entities, including Equity Members and Guarantors;</p> <p>(b) an explanation of how such structure is beneficial to delivery of the Opportunity in light of the Objectives and the Minimum Technical Requirements; and</p> <p>(c) a description of any previous experience working together and in what capacity, highlighting any experience working on airport terminal and, if proposing for the Existing Terminal, projects similar to the Terminal Connector.</p>	5

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		The narrative should cross-cross refer, where appropriate, to relevant information disclosed in the completed Forms.	
3.	Proposer Organization Chart	<p>Organization chart(s) for the Proposer:</p> <ul style="list-style-type: none"> (a) identifying the role and relationship of and among each Principal Participant; (b) identifying the employment of each Key Personnel; (c) demonstrating the management and reporting structure of the Proposer; and (d) illustrating the ownership for each Principal Participant as disclosed in the submitted Forms. <p>Proposers may elect to also identify Subcontractors to the extent the role and relationship of each is also described elsewhere in the Stage 1 SOQ.</p>	4
Section C-2: Proposer Experience			
1.	Reference Project Information Sheet - Design and Development / Form D-1	<p>Completed Reference Project Information Sheet - Design and Development in the form attached as Form D-1 for no less than three (3) and no more than six (6) projects reflecting Proposer and/or Principal Participant experience in successfully developing, designing engineering, construction managing, and constructing, and then operating and maintaining, projects of similar scope and complexity to the Opportunity.</p> <p>Such reference projects must:</p> <ul style="list-style-type: none"> (a) have been completed within the past seven (7) years or currently be under contract; and (b) have a capital cost of \$100 million or more. <p>Furthermore:</p> <ul style="list-style-type: none"> (i) at least one (1) reference project must include new airport terminal development or an airport terminal capital improvement program / expansion / re-design; (ii) at least one (1) reference project must involve a major airport construction project that was developed using a Building Information Model (or similar program); 	4 per Form G-1, including attachments (one form per project)

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		<p>(iii) at least one (1) reference project must involve a major airport construction project in the United States;</p> <p>(iv) at least one (1) reference project must involve performance of operations and/or maintenance functions at a completed project facility in the United States; and</p> <p>(v) preferably, but not required, at least one (1) reference project involving a transportation system similar to the Terminal Connector component if the Existing Terminal Option is proposed.</p>	
2.	Opportunity Design and Delivery Experience Narrative	Narrative describing the qualifications and relevance of the Proposer's and/or Principal Participants' experience as documented in the reference projects described in the Form D-1 submissions and otherwise with respect to successfully developing, designing engineering, construction managing, and constructing, and then operating and maintaining, projects of similar scope and complexity to the Opportunity, focusing in particular on the components of the option chosen.	20
3.	Reference Opportunity Information Sheet - Operations / Form D-2	<p>Completed Reference Opportunity Information Sheet – Operations in the form attached as Form D-2 for no less than three (3) and no more than six (6) contracts or projects reflecting Proposer and/or Principal Participant experience in managing, operating, and/or maintaining airport terminals or facilities of similar scope and complexity to the option selected by Proposer.</p> <p>Such reference experience must:</p> <p>(a) have occurred within the past seven (7) years; and</p> <p>(b) involve contracts with an annual budget of \$1.5 million or more.</p> <p>Furthermore:</p> <p>(i) at least one (1) reference experiences must include management, operation, and/or maintenance of an airport terminal with over 750,000 enplaned passengers annually; and</p>	4 per Form G-2, including attachments (one form per Opportunity)

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		(ii) at least one (1) reference experience must involve an airport in the United States.	
4.	Operating and Maintenance Experience Narrative	<p>Narrative describing the qualifications and relevance of the Proposer’s and/or Principal Participants’ experience as documented in the reference projects described in the Form D-2 submissions and otherwise with respect to managing, operating, and/or maintaining airport terminals or facilities of similar scope and complexity to the option selected, specifically differentiating between experiences in the United States and internationally.</p> <p>Such narrative, together with the associated Form D-2 submissions must demonstrate that at least the Lead Terminal Operator has experience:</p> <ul style="list-style-type: none"> (a) in managing terminals of similar or larger size and capacity to the Existing Terminal Option or North Terminal Option; (b) experience with international arrivals needing to clear CBP facilities and security; (c) experience with terminal management in the United States including interaction with FAA, TSA, and CBP personnel; (d) experience in the management, operation, and/or maintenance of an airport terminal with over 750,000 enplaned passengers annually; (e) experience managing transportation systems such as that proposed for the Terminal Connector if the Existing Terminal Option is proposed; and (f) experience negotiating and managing airline use and lease agreements, concession agreements, and agreements with other airport tenants. 	15
5.	Reference Project Information Sheet – Financing / Form D-3	Completed Reference Project Information Sheet – Financing in the form attached as Form D-3 for no more than five (5) projects reflecting Proposer or Principal Participant financing experience (involving equity and debt) for infrastructure projects with financial and commercial risks and other characteristics that	4 per Form G-3, including attachments (one form per project)

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		<p>are similar to the potential risks and issues related to the Opportunity.</p> <p>At least one (1) reference Opportunity must include equity and debt financing of an airport Opportunity.</p>	
6.	Opportunity Finance Experience and Capacity Narrative	<p>Narrative describing the qualifications and relevance of the Proposer's and/or Principal Participants' experience as documented in the reference project financings described in the Form G-3 submissions and otherwise with respect to financing.</p> <p>The narrative must address Proposer's ability to raise equity and debt financing, with specific reference to qualifications, capacity, and experience which demonstrate such ability.</p>	15
Section C-3: Key Personnel Availability, Experience, and Qualifications			
1.	Key Personnel Experience Narrative	<p>Narrative that clearly outlines the Key Personnel proposed for the Opportunity, including:</p> <p>(a) the responsibility, reporting structure, and overall role of the proposed Key Personnel;</p> <p>(b) the relevant experience of each of its assigned Key Personnel, including a discussion of key projects or the equivalent including specific reference to any such projects described in Form D-1, Form D-2, or Form D-3, as submitted;</p> <p>(c) location of each Key Personnel and availability for the Opportunity;</p> <p>(d) the availability of Key Personnel for this Project and expected time of their participation; and</p> <p>(e) two (2) references for each Key Personnel.</p>	3 pages (per Key Personnel)
2.	Key Personnel Resume	Resumes for each Key Personnel.	2 pages (per resume)
Section C-4: Opportunity Understanding and Approach			
1.	Preliminary Understanding of Opportunity and Approach Narrative	Narrative that summarizes the Proposer's initial anticipated approach to the development and delivery of the components in compliance with the Minimum Technical Requirements and the Objectives, including specific discussion of whether the Proposer proposes the North	25

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		<p>Terminal Option or the Existing Terminal Option and the reasoning for this choice including any unacceptable risks or costs associated with the option not chosen and favorable aspects of the option chosen; how the Proposer would address each phase of the Opportunity (predevelopment and permitting, Terminal Agreement negotiation, financing, delivery, operation, and air service development); and handover upon expiration, including a discussion of the following:</p> <p>(a) an evaluation of the Minimum Technical Requirements and Objectives, in particular the Town’s desire to improve customer experience and intermodal connections, and how the Proposer is best qualified, experienced, and prepared to achieve these;</p> <p>(b) a preliminary approach to funding and financing the proposed option and its components;</p> <p>(c) the proposed approach to third parties, including coordination, securing necessary approvals, and integration with adjacent or joint use facilities including a description of the approach to each of the airlines, federal agencies (including the FAA, CBP, and TSA), and state and local entities (including the State, County, MTA, and LIRR);</p> <p>(e) the proposed approach to refining the Opportunity scope, including (i) to determine what elements of the North Development Area or South Terminal Area may be required or released for other use (and associated legal considerations, including under NEPA), and (ii) any proposed adjustments or enhancements to the scope elements set forth in the Minimum Technical Requirements, to the extent such do not conflict with the Minimum Technical Requirements and the Objectives; and</p> <p>(f) a discussion of significant issues and risks facing the Developer and Town in the procurement process; predevelopment phase; financing, delivery, or operation phases and how to minimize those issues/risks to ensure the Opportunity is successful, taking into consideration the Town’s goals and required</p>	

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		elements of the Opportunity, with specific discussion of how such issues and risks could be addressed under the PDA or Terminal Agreement.	
2.	Opportunity-Specific Questions	<p>Responses to the following questions:</p> <p>(a) Why is your team best qualified to deliver this Opportunity, both under the terms of any PDA (including any related Direct Design Agreement) and any Terminal Agreement?</p> <p>(b) What is your experience with pre-development phase work and/or progressive project delivery, and how would you approach that phase on this Opportunity?</p> <p>(c) Please explain your understanding of ISP's airline market and your views on the opportunities for attracting airline service to the Airport.</p> <p>(d) What Town resources do you assume would be available both as the Opportunity is proceeding through pre-development, during construction, and on a continuing operating basis going forward?</p> <p>(e) What experience does the Proposer have in negotiating use and lease agreements or similar arrangements with airlines and how would the Proposer ensure that cost per enplaned passenger remains competitive?</p> <p>(f) What challenges does the Proposer anticipate with the Town retaining control of the airfield and all other aeronautical functions on the Airport during development and operation of the Opportunity and what procedures or processes does the Proposer contemplate to reduce the likelihood of conflicts?</p> <p>(g) What is Proposer's anticipated approach to subcontracting, workforce, and community engagement?</p>	15
Section C-5: Inclusivity			
1.	Disadvantaged Business Inclusivity	<p>Narrative describing the Proposer's relevant experience and how the Proposer would expect to comply with:</p> <p>(a) any ACDBE requirements for the terminal;</p>	5

Tab	SOQ Submittal	Required Contents	Page Limit (if any)
		(b) any DBE requirements under the Terminal Agreement if federal loan or grant funding is sought or obtained for the Opportunity or if local DBE requirements apply.	
2.	M/WBE/DBE Certifications	Copies of any applicable New York State or Suffolk County M/WBE, DBE, or ACDBE certifications for Proposer or any Principal Participant.	N/A
Section C-6: Financial Capacity			
1.	Financial Officer's Certificate / Form E	Completed Financial Officer's Certificate in the form attached as Form E.	N/A
2.	Equity Funding Letter	Executed equity funding letter for each Equity Member in accordance with Section 14.3.3 of this RFQ.	3
3.	Audited Financial Statements	Audited financial statements in accordance with Section 14.3 of this RFQ.	N/A
4.	Interim financial statements	Interim financial statements (if any as applicable) after the latest annual audited financial statement (e.g., quarterly, and half-yearly) for each Principal Participant, if applicable. Entities should follow the instructions applicable to the audited financial statements regarding submission of consolidated or non-consolidated interim financial statements. Interim financial statements are also subject to the instructions relating to financial statements provided in Section 14.3.	N/A

14.1.2. Required Contents of the Stage 2 SOQ

- a. The requirements for Stage 2 SOQ will be issued by Addendum to Shortlisted Proposers for review and comment at the beginning of Stage 2 of the RFQ.
- b. In addition to administrative elements, the Stage 2 SOQ is expected to include
 - i. preliminary technical, procurement, construction management, project delivery, operations, and financial plans;
 - ii. an indicative delivery schedule;
 - iii. a description of the scope of the project proposed, including the approach to delivering that work, including phases and specific components or systems required;

- iv. commitments regarding the required portion of the North Development Area or the South Terminal Area desired to be included in the PDA;
 - v. the proposed Terminal Connector (if the Existing Terminal Option is selected);
 - vi. if the Existing Terminal Option is selected, the approach to phasing the Existing Terminal work and to executing the selection, design, and construction of the Terminal Connector so that passenger service and amenities are, at a minimum, maintained during construction;
 - vii. the scope of work, and risk allocation to be included in the PDA; and
 - viii. proposed priced elements for pre-development services and future negotiation of a Terminal Agreement.
- c. The Stage 2 SOQ are not expected to include significant design work, priced construction work, or financing commitments.

14.2. SOQ Formatting Requirements

- a. Individual page limits have been established for certain written portions of the SOQ, but there is no overall page limit on the SOQ package. Proposer are reminded that the Town values brevity and submissions that are tailored to the Opportunity and this RFQ. Submission of boilerplate marketing materials is discouraged and will not advantage a Proposer.
- b. All pages should be a standard 8.5” x 11”, with a font size no smaller than 11 point. Please use a standard font, readable and searchable in MS Word and Adobe Acrobat. Graphics and illustrations should be in PDF format. SOQs shall be formatted as outlined below, except charts, exhibits, and other illustrative and graphical information, which may be submitted on 11” x 17” page layouts, with simple lettered/numbered dividers between each section/subsection. Each page will be numbered in each section or appendix consecutively.
- c. Proposers will ensure that each individual section and each individual Form, are clearly labeled and identified with, as a minimum, the name of the Proposer and the title “Airport Terminal and Rail Integration.”
- d. Required forms for the SOQ are contained in Appendix B and are subject to the following requirements:
 - i. Failure to provide any such required content in each Form may result in a “failure” for purposes of the initial pass/fail review of an SOQ for responsiveness to the RFQ.
 - ii. Text in any Forms should retain the format of the template provided by the Town except where noted. Instruction boxes should be deleted unless expressly provided otherwise. Modification to required forms (other than modifications made in accordance with instructions or as reasonably necessary to prepare an otherwise compliant SOQ) may result in a SOQ being declared non-responsive.

14.3. Financial Information

14.3.1. Financial Statements

- a. Proposers shall provide financial statements for Proposer and each Principal Participant for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership, or any other form of Joint Venture, provide financial statements for all such members. To the extent available, all financial statements provided will be audited.
- b. For purposes of this Section 14.3:
 - i. to qualify as “audited financial statements,” such financial statements must have been audited by an independent party qualified to render audit opinions (e.g., a certified public accountant); and
 - ii. any unaudited financial statements must be certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent) of the relevant entity (if such individual is not also a signatory for the relevant entity in the SOQ Cover Letter).
- c. If audited financial statements are not available:
 - i. for the most recently completed fiscal year, provide:
 - A. an unaudited financial statement with respect to such fiscal year; and
 - B. audited financial statement in respect of the previous three (3) most recently completed fiscal years.
 - ii. for any of the three (3) most recent fiscal years, provide:
 - A. a statement explaining why audited financial statements are unavailable for each such fiscal year.
- d. If a Proposer provides financial statements that are not prepared in accordance with US GAAP, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to US GAAP. Town reserves the right to request clarification or additional information, as needed, in order to facilitate its review of any financial statements that are not prepared in accordance with US GAAP.
- e. If any relevant entity is a newly formed entity and does not have independent financial statements or is a joint venture that does not have its own independent financial statements, financial statements for the owners or Joint Venture members of such entity will be sufficient (and the Proposer will expressly state the basis on which such other financial statements are being submitted).
- f. Financial statements will be provided in U.S. dollars where practicable, but financial statements in other currencies will be considered, provided that the Proposer provides a letter from the 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.

- g. Required financial statements must include each of the following:
 - i. Opinion letter (auditor's report);
 - ii. Balance sheet;
 - iii. Income statement;
 - iv. Statement of changes in cash flow; and
 - v. Footnotes.
- h. If any entity for which financial information is submitted is required hereby files reports with the Securities and Exchange Commission, then such financial statements will 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.
- i. Information in the financial statements must be provided in English. If financial statements are prepared in a language other than English, an English translation must be provided.

14.3.2. Financial Officer's Certificate

Each Equity Member must submit a separate Form E, completed in accordance with the instructions therein, with all required annexes, and executed by the chief financial officer (or similar financial officer) of such entity. Each Equity Member must provide its own separate certificate. However, if any such entity has a Guarantor, only one consolidated certificate is required for the Guarantor and its guaranteed entity.

14.3.3. Equity Funding Letter

- a. The Proposer must submit a separate Equity Funding Letter for each Equity Member that provides the following information:
 - i. Approval Process: provide an overview of the approval process required for the Equity Member to commit to and fund its anticipated equity commitment for the Opportunity. This section should identify and describe any required board, investment committee, or other formal approvals.
 - ii. Funding Sources:
 - A. If the Equity Member is an investment fund, provide the name and ownership structure of the anticipated investment fund that will provide the funds for the equity investment in the Opportunity. If it is anticipated that a future fund will be used, please describe the process for setting up such fund.
 - B. If the Equity Member is any other type of entity, provide details regarding where and how the Equity Member's equity investment will be sourced and a description of how competing allocation and

capacity issues are considered between several Opportunity opportunities the Equity Member may pursue simultaneously.

- iii. **Investment Capacity:** Confirm that the Equity Member has (i) existing capacity, as of the date of the Proposal, to pay for its share of the development costs required under the PDA and (ii) capacity to invest a total equity amount equal to its proportionate share of the assumed equity investment required for the delivery of the Opportunity, or alternatively, how it plans to source the funds that will be required for its equity investment.
 - iv. **Investment Criteria:** Provide (i) an explanation of why the Opportunity is consistent with the Equity Member investment policy, goals, and requirements and (ii) an acknowledgement that based on a preliminary review, the Opportunity is more than likely to meet the investment policy requirements for the Equity Member.
- b. If the Equity Member is an investment fund, then the letter must be signed by the fund's general partner(s). If the Equity Member intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the letter must be signed by the Chief Investment Officer, the Chief Financial Officer, the Chief Executive Officer, or an equivalent officer.

14.3.4. Guarantor Information

Proposers are advised that Town may, in its discretion based upon the review of the financial statements included in the SOQ, specify that an acceptable Guarantor is required for a Proposer to be selected by the Town as the Preferred Proposer, in which event the Proposer will be required to provide information regarding the proposed Guarantor as required by the Town, before a decision will be made regarding selection of the Preferred Proposer.

14.4. Shortlisted Proposer Interviews

- a. The Town may, in its discretion, conduct interviews with one or more Shortlisted Proposers in addition to the one-on-one meetings. If held, interviews will be conducted in the following manner:
 - i. each Shortlisted Proposer invited to an interview will provide a presentation with a maximum time limit which will be notified to Proposers in advance of such interview; and
 - ii. the Town will question each invited Shortlisted Proposer about its SOQ.
- b. Representatives of the Town and advisors to the Town may attend and participate in such interviews. The Town reserves the right in its sole discretion to limit the number of Proposer attendees in interviews.
- c. The Town will notify Shortlisted Proposers in writing of their schedule for interviews. Such meetings shall be held at a location to be identified by the Town in writing. Interviews may be held in person, via video conference, or in a hybrid fashion allowing Proposers to participate both in person and via video conference.
- d. Note that the Town is not responsible for any technical difficulties, or miscommunications if hybrid or fully virtual one-on-one meetings are conducted.

Interviews shall be subject to the same rules and procedures that apply to Pre-SOQ One-on-One Meetings, as appropriate.

14.5. Authority to Verify Proposer Information

By submitting a Stage 1 SOQ and/or Stage 2 SOQ, Proposers agree that the Town is authorized to verify all claimed information stated therein and to contact any references named in the SOQ documents. Proposers further agree that, in submitting a SOQ, they are authorizing the Town to contact references, both those identified in the SOQ documents and those not identified in the SOQ documents but known to the Town through other sources. If there are any potential references that a Proposer does not wish for the Town to contact, the Proposer must submit a written request to the Town that includes a list of the potential references it does not wish the Town to contact and explanation for the request. The Town may grant or deny the request for exclusion, in its discretion.

PART 5: EVALUATION PROCESS

15. EVALUATION OBJECTIVES

The objective of the RFQ is to select the most highly qualified Proposer with the capability (technical, financial, operational), capacity and experience necessary to successfully undertake and complete the Opportunity as determined based on the SOQ evaluation criteria.

16. REVIEW AND EVALUATION OF THE SOQ

16.1. Review and Evaluation Process

- a. If an SOQ meets all RFQ requirements and is deemed responsive, then the SOQ will be submitted to the Town's Selection Committee for evaluation and review. External advisors may be used to support the Town in its evaluation and/or review of the SOQs. Such external advisors will be held to an equivalent level of confidentiality as Town staff.
- b. The Town may request additional information or clarification from an individual Proposer or may request that a Proposer verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed will be prescribed by, and subject to the discretion of the Town. If required, follow-up interviews may be scheduled. The Town reserves the right to re-evaluate or otherwise revise the evaluation of a SOQ based upon the results of follow-up interviews.
- c. Evaluations of SOQs are subject to the discretion of the Town and Town staff with assistance from such advisors as the Town may designate. The Town will make the final selection of the Preferred Proposer in its discretion in the best interests of the Opportunity.
- d. **SOQs not including the required documentation and forms specified in this RFQ will be considered non-responsive and will not be forwarded to the Selection Committee for consideration.**

- e. The Certification Questionnaire must have clear and complete answers to be considered responsive. Responses will be assessed based on the thoroughness and inclusiveness of information requested in the RFQ and in accordance with RFQ evaluation criteria set forth below.
- f. Numerical values are assigned to each criterion so that Proposers and reviewers will know the exact rating point value for each section of the SOQ.
- g. It is critical for Proposers to provide clear, concise, and complete information in the narrative text of the SOQ that is consistent with other information, such as forms and additional attachments, contained in the SOQ.

16.2. Overview of Evaluation Factors

- a. The information provided herein is intended to assist Proposers in organizing their teams and in the preparation of their SOQs by highlighting matters of particular importance to Town.
- b. Subject to Town's reserved rights under Section 10, the Town will evaluate SOQs and select the Preferred Proposer as described below:
 - i. Responsiveness – the Town will evaluate each Stage 1 SOQ on a pass/fail basis according to the Responsiveness and eligibility criteria described in Section 16.3.1.
 - ii. Scoring of Qualifications – the Town will score each Stage 1 SOQ according to the qualifications criteria described below in Section 16.3.2.
 - iii. Shortlisting of Proposers – Following evaluation and ranking of the Stage 1 SOQs, the Town intends to select as Shortlisted Proposers no more than three (3) Proposers with the highest scores. The Town will then issue an invitation to submit a Stage 2 SOQ only to Shortlisted Proposers.
 - iv. Selection of Preferred Proposer – the Town will calculate the total score of each Stage 2 SOQ that has been determined to be responsive to the requirements in this RFQ and will select the Shortlisted Proposer with the highest scores as the Preferred Proposer.

16.3. Evaluation Criteria

SOQs will be reviewed for Responsiveness (pass/fail criteria) and scored evaluation criteria, each as further described below.

16.3.1. Pass/Fail Evaluation Criteria Applicable to Stage 1 SOQs and Stage 2 SOQs

In reviewing SOQs for Responsiveness (pass/fail criteria), the Town will consider the following:

- a. the SOQ was submitted on or before the applicable SOQ Due Date;
- b. the SOQ included all information and documents required by the RFQ including, without limitation, all information and documents for each Principal Participant,

- Guarantor, Key Personnel or other Person for which such information or documents were required;
- c. the contents and form of the SOQ do not deviate from the applicable RFQ requirements in any material respect (as determined by the Town in its discretion);
 - d. the Proposer and all Restricted Parties have complied with the RFQ communication requirements set out in this RFQ and limitations, are not subject to disqualification for any reason, and have addressed any actual or potential conflicts of interest in accordance with the requirements of the RFQ;
 - e. the SOQ is otherwise deemed nonresponsive to the RFQ for:
 - i. any failure to fully disclose requested information; or
 - ii. any incomplete, inaccurate, materially misleading or non-responsive submissions.
 - f. neither the Proposer nor any Principal Participant is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the United States government, any state or territory of the United States, or any New York local government, and demonstrates responsibility based on information submitted in the SOQ, federal, state, and local lists of debarment and suspension, and any publicly available reports and filings, reference checks as applicable, and company or court records or other documents that are available to the Town.
 - g. In the discretion of the Town, an SOQ deemed nonresponsive can result in: (1) a “fail” for purposes of this part of the pass/fail evaluation, (2) disqualification of a Proposer or other Person from the procurement process, or (3) a relatively lower qualitative rating under the evaluation.

16.3.2. Stage 1 Scored Evaluation Criteria

- a. In evaluating the scored evaluation criteria for Stage 1 SOQs, the Town will consider, in its discretion, the factors described in the table below and assign points to each criterion up to the maximum points indicated below:

Scored Evaluation Criteria	Evaluation Factors	Maximum Points
Financial Qualifications and Capacity (Re. SOQ Section C-6)	The extent to which the Proposer demonstrates: <ul style="list-style-type: none"> • financing experience (involving equity and debt) for infrastructure projects, including consideration of projects similar to the Opportunity and the Objectives; • financial strength and capacity relevant to Opportunity financing and to general solvency and capacity to sustain the work; and 	25

Scored Evaluation Criteria	Evaluation Factors	Maximum Points
	<ul style="list-style-type: none"> the Proposer team’s ability to develop bankable financial plans and deal structures for projects with similar financial and commercial risks, scope, complexity, and other characteristics that are similar to the Opportunity. 	
<p>Proposer Team organization, Experience, and Qualifications (Re. SOQ Section C-1, Section C-2, Section C-3, and Section C-5)</p>	<p>Proposer’s Team organization and structure and the qualifications, experience, and expertise relevant to the Opportunity and the Objectives, including consideration of the following:</p> <ul style="list-style-type: none"> designing, developing, managing, financing and operating airport terminals, transportation systems, and other airport facilities, including relevant examples of aeronautical and non-aeronautical improvements, connectors such as those required here, and revenue growth and experience in the United States; negotiating airline lease and use agreements; managing airport terminal operations; delivering capital improvement programs on time and within budget; successfully enhancing airport passenger options including by adding new routes and carriers; managing public infrastructure; and past performance. 	40
<p>Opportunity Approach and Understanding (Re. SOQ Section C-4)</p>	<p>Proposer’s analysis and application of qualifications and experience to the Objectives and Opportunity-specific management, planning, financing, and technical issues and risks, taking into consideration how the Proposer’s team will ensure success in meeting the Objectives for the Opportunity.</p> <p>The Proposer’s reasons for selecting or not selecting a particular option will not be part of the consideration of this factor nor will be included in consideration of points awarded. That information is sought only for the Town’s information in understanding the risks and opportunities presented by the options.</p>	20
<p>Customer Experience Approach and Understanding</p>	<p>Proposer’s analysis and approach to creating a better customer experience and intermodal connectivity for passengers and employees.</p>	15

16.3.3. Stage 2 Scored Evaluation Criteria

- a. The scored evaluation criteria for Stage 2 SOQs will be provided to Shortlisted Proposers following Stage 1 of the procurement.

16.4. Requests for Clarification

- a. The Proposer will provide in their SOQs accurate and complete information to the Town. If information is not complete, the Town will either declare the SOQ non-responsive or notify the Proposer, who may be allowed to participate further in the procurement of this Opportunity if all information required is provided within the timeframe established by the Town. The Town may waive technical irregularities in the form of the SOQ that the Town determines do not alter the quality or quantity of the information provided. If Proposer has a reasonable explanation for its inability to provide complete information, it should provide such explanation in its SOQ to facilitate the Town's exercise of its discretion with regard to waiving technical irregularities.
- b. The Town may, at its sole discretion, request clarifications or supplemental information from a Proposer regarding its SOQ at any time prior to finalizing the selection of the Preferred Proposer. All clarification requests and responses will be in writing by email. Responses will be limited to answering the specific information requested by the Town.

17. PDA AWARD

17.1. Recommendation for PDA Award

Following its identification of the Preferred Proposer, the Town's Selection Committee will recommend to the Supervisor that the Town award the PDA to the Preferred Proposer, including any associated award of the Design Direct Agreement. If for any reason, the PDA cannot be successfully finalized with the Preferred Proposer, the Town reserves the right to award to the next highest scoring Proposer. No contract is final and binding until approved by the Supervisor and Town Board.

17.2. PDA Execution

- a. The Preferred Proposer may not limit, change, modify, or qualify the terms and conditions of the PDA in its SOQ.
- b. As agreed by its execution and delivery of the SOQ Cover Letter, the Preferred Proposer will be required to execute the PDA substantially in the form provided in Attachment 1, subject to revision as determined by the Town to be reasonably necessary to create a complete and legally binding contract, to incorporate non-substantive information that can only be provided after the Preferred Proposer has been identified (e.g. filling in blanks with names and dates), and to incorporate its SOQ, including the requirements of the option chosen by the Preferred Proposer.
- c. The Preferred Proposer recommended by the Selection Committee for award will be required to execute the PDA, acting through the Developer, in the form provided or approved by the Town prior to the Town Board's consideration of the award. Simultaneously with the Developer's delivery of the executed PDA, it will submit the

following to the Town (if it has not previously provided these in its SOQ): (1) evidence of all necessary company or partnership action by Developer to authorize the execution, delivery and performance of the PDA; (2) evidence as to the authority, power, and capacity of the individuals executing the PDA on behalf of Developer; and (3) any other information or documents required to be delivered by the PDA concurrently with or prior to its execution in accordance with its terms.

- d. No PDA or other contract or portion thereof may be assigned without consent of the Town.

PART 6: APPENDICES TO THE RFQ

18. APPENDIX A: ABBREVIATIONS AND DEFINITIONS; RULES OF INTERPRETATION

18.1. Abbreviations

ACDBE	Airport Concessions Disadvantaged Business Enterprise
CBP	United States Customs and Border Patrol
DBE	Disadvantaged Business Enterprise
FAA	Federal Aviation Administration
FIS	Federal Inspection Services
FOIL	Freedom of Information Law
LIRR	Long Island Rail Road
MTA	Metropolitan Transportation Authority
N/A	Not Applicable
NEPA	National Environmental Policy Act, 42 U.S.C. § 4321 et seq., as amended and as it may be amended from time to time
PDA	Pre-Development Agreement
RAISE	Rebuilding American Infrastructure with Sustainability and Equity grant program
RFQ	Request for Qualifications
SEQRA	State Environmental Quality Review Act
SOQ	Statement of Qualifications
TIFIA	Transportation Infrastructure Finance and Innovation Act
TSA	Transportation Security Administration
USDOT	United States Department of Transportation
US GAAP	Generally accepted accounting principles in the United States

18.2. Definitions

“Addenda/Addendum”	means any supplemental written additions, deletions, and modifications to the provisions of this RFQ issued by the Town after the date of advertisement of the RFQ that specifies that it is an Addendum to this RFQ.
“Affiliate”	means, with respect to any Person, an entity that directly or indirectly controls, or is under common control with, or is controlled by such Person, including a parent, affiliate, or subsidiary, at any tier. As used in this definition, “control” (including, with its correlative meanings “under common control with” and “controlled by”) means possession, directly or indirectly, of power to direct or cause direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise). If a Person is an individual, an “Affiliate” includes any member of the immediate family of such individual (including parents, spouse, children, and siblings) and any trust whose principal beneficiary is such individual or one of more members of such immediate family.
“Air Service Development Manager”	means that individual or firm which will be primarily responsible for air service development, which will be a Key Personnel (if an individual) or Principal Participant (if a Firm) at the Proposer’s election.
“Airport”	means the Long Island MacArthur Airport.
“Airport Employee(s)”	means those Persons directly employed (whether as a W2 employee or a 1099 contractor) by the Town who are situated at the Airport and whose primary duties have to do with the operation, maintenance, or management of the Airport.
“Authorized Representative”	means with respect to Proposer or any Principal Participant of Proposer, the Person(s) who have legal authority to bind the relevant entity in contractual matters with the Town.
“Connector System Firm”	means the entity or entities which, individually or collectively, will be primarily responsible for providing the proposed Terminal Connector system technology,

including systems and vehicles, with respect to the Existing Terminal Option.

- “Construction Firm” means the entity or entities which, individually or collectively, will be primarily responsible for the construction of the Opportunity as a whole.
- “County” means Suffolk County, New York.
- “Days” means calendar days unless provision specifies working days.
- “Department” means the Town’s Department of Aviation and Transportation.
- “Designated Representative” means the Proposer’s single point of contact for this procurement, as identified in Proposer’s Notice of Intent Submission or SOQ, which individual may be updated from time to time pursuant to the terms of this RFQ.
- “Developer” means the Proposer selected pursuant to the SOQ evaluation process set forth herein that enters into a PDA with the Town for predevelopment work for the Opportunity.
- “Discretion” means, with respect to any Person, the sole and absolute discretion of such Person regarding a particular decision or action, which discretion includes the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.
- “Existing Terminal” means the current terminal at the Airport, including both Concourse A and Concourse B, and as it may be modified or replaced pursuant to the Existing Terminal Option, if developed.
- “Existing Terminal Option” has the meaning provided in Section 1.2.a.ii and Section 2.4.
- “Form” means any form attached to this RFQ.
- “Guarantor” means a parent company or other entity that will provide financial support for the Opportunity in the form of a guaranty.

“Information Barriers”	means, with respect to any Person, the implementation of internal safeguards and confidentiality protection protocols, including the exclusion of involvement of any individual who has consulted or advised on, or otherwise has non-public knowledge of, the Opportunity or this RFQ, which barriers are customary and appropriate for the relevant industry of such Person and this Opportunity and which otherwise comply with applicable law.
“Joint Venture”	means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and each individual member or partner of such Joint Venture.
“Key Personnel”	means the personnel roles that will be critical to the success of the Opportunity as identified by Proposer in its SOQ and which must include the Key Personnel roles identified in Section 8.2.
“Key Personnel Change”	means: <ul style="list-style-type: none">a. the deletion, substitution, or addition of any Key Personnel specifically identified in a Proposer’s SOQ, or any material changes in the role or scope of work of such Key Personnel; orb. any material diminishment in the qualifications of any Key Personnel specifically identified in a Proposer’s SOQ.
“Lead Design Firm”	means the Member(s) of the Proposer team, which, individually or collectively, will be primarily responsible for the engineering and design work for the Opportunity as a whole, its structural elements, and for the architectural design for the Opportunity as a whole.
“Lead Opportunity Developer”	means the Member of the Proposer Team which will be primarily responsible for overall Opportunity delivery, oversight, planning, and strategy.
“Minimum Technical Requirements”	has the meaning provided in Section 2.2.
“North Development Area”	means the land area depicted in the map attached as Attachment 3, all or a portion of which may be used by

	Developer for development of the North Terminal Option.
“North Terminal”	means a new terminal proposed and constructed in the North Development Area pursuant to the North Terminal Option.
“North Terminal Option”	has the meaning provided in Section 1.2.a.i and Section 2.3.
“Notice of Intent Submission”	has the meaning provided in Section 6.2.
“O&M Lead”	means the Person Proposer submits as Key Personnel in its SOQ that will be primarily responsible for operations and maintenance obligations of the Opportunity and will be engaged by Proposer during the PDA term to advise on O&M matters relating to the Opportunity.
“Objectives”	has the meaning provided in Section 2.1.
“Opportunity”	has the meaning provided in Section 1.1.g.
“Organizational Change”	means: <ol style="list-style-type: none">the deletion, substitution, addition, or other change in composition of any Principal Participant or Subcontractor specifically identified in a Proposer’s SOQ, or any material changes in the role or scope of work of such Principal Participant or Subcontractor;the material alteration of the relationships or responsibilities among the Principal Participants or any Subcontractor specifically identified in a Proposer’s SOQ as compared to how such relationships and responsibilities were described in its SOQ;any material diminishment in the qualifications of any Principal Participant or Subcontractor specifically identified in a Proposer’s SOQ;any other changes, direct or indirect, in the control of a Proposer or any Principal Participant (excluding changes resulting from public trading of stock); or

- e. any reorganization of a Proposer's team (including through the addition, deletion, substitution, or amendment of roles or responsibilities of any Principal Participant, Key Personnel, or any other entity, the experience of which was included in such Proposer's SOQ) to the extent that such reorganization would render the organizational charts and descriptions provided in its SOQ inaccurate or incomplete.

“Organizational Conflict of Interest”

means any circumstance arising out of a consultant's or contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, or affiliates) that result in: (i) an impairment or potential impairment of a consultant's or contractor's ability to render impartial assistance or advice to the Town or of its objectivity in performing work for the Town; (ii) an unfair competitive advantage for any Proposer with respect to a Town procurement; (iii) a perception or appearance of impropriety with respect to any of the Town's procurements or contracts (regardless of whether any such perception is accurate), or (iv) a perception or appearance of unfair competitive advantage with respect to a Town procurement (regardless of whether any such perception is accurate).

“Person”

means any individual or a corporation, sole proprietorship, limited liability company, partnership or other legal entity including such person's or entity's permitted successors or assigns.

“Pre-Development Agreement”

means the agreement to be entered into between Developer and the Town following the SOQ evaluation and selection process, under which Developer will perform certain pre-development services to advance planning for the North Terminal Opportunity, as further described in Section 3.2.

“Preferred Proposer”

means the Proposer that earns the highest score and is selected for award of the PDA by the Town based on the Town's evaluation of SOQs in accordance with Part 5 of this RFQ.

“Pre-SOQ One-on-One Meeting”	has the meaning provided in Section 6.5.1.a.
“Principal Participant”	has the meaning provided in Section 8.1.a.
“Procurement Contact”	means the Town’s point of contact for this procurement provided in Section 6.1.c.
“Procurement Documents”	means this RFQ, any Addenda, and any addenda thereto.
“Procurement Schedule”	means the procurement schedule for this procurement set forth in Section 5, or as amended.
“Procurement Website”	means the website established by the Town for this procurement, as set forth in Section 6.1.a.
“Projected PAL”	means Projected Planning Activity Level (PAL) reflected in the Airport’s 2022 Terminal Planning Study.
“Proposer”	means any Person submitting a Stage 1 SOQ or Stage 2 SOQ in response to this RFQ, including without limitation Shortlisted Proposers.
“Reference Information”	means any of the documents and information made available to Proposers on the Procurement Website or otherwise made available to Proposers by the Town or any other organization in connection with this Opportunity.
“Request for Qualifications (RFQ)”	means this RFQ and any Addenda.
“Restricted Party(ies)”	has the meaning provided in Section 7.2.1.
“RFQ Questions”	has the meaning provided in Section 6.4.
“Shortlisted Proposer”	means a Proposer selected by the Town to proceed to the Stage 2 of the SOQ process pursuant to the Stage 1 evaluation and selection process described in Section 16.2(b).
“SOQ Due Date”	means the date and time on which SOQs in response to this RFQ are due as set forth in the Procurement Schedule.

“South Terminal Area”	means land area depicted in the map attached as Attachment 4, all or a portion of which may be used by Developer for development of the Existing Terminal Option.
“Stage 1”	The first stage of the Procurement for the Services commencing with the issuance of this RFQ and terminating upon issuance of an invitation from the Town to the Shortlisted Proposers to submit Stage 2 SOQs.
“Stage 1 SOQ”	means an SOQ submitted by a Proposer in response to this RFQ during Stage 1.
“Stage 2”	The second stage of the RFQ process commencing with an invitation from the Town to the Shortlisted Proposers to submit Stage 2 SOQs and terminating upon the earlier of (1) execution of a PDA and (2) termination or cancellation of the RFQ process by the Town.
“Stage 2 SOQ”	means an SOQ submitted by a Shortlisted Proposer in response to this RFQ during Stage 2.
“State”	means the State of New York.
“Statement of Qualifications (SOQ)”	means any statement of qualifications submitted by a Proposer in response to this RFQ, including any Stage 1 SOQ and Stage 2 SOQ.
“Station”	means Ronkonkoma Long Island Rail Road Station.
“Subcontractor”	means any Person with whom the Proposer subcontracts or proposes to subcontract to participate in the Opportunity and all Subcontractors of any tier, suppliers, and material suppliers, whether or not in privity with the Proposer, including architects, engineers or other contractors retained or proposed to provide services for the Opportunity.
“Terminal Agreement”	has the meaning provided in Section 1.2.e.
“Terminal Connector”	has the meaning provided in Section 2.4.e.
“Town”	means the town of Islip, New York.

18.3. Interpretation and References

18.3.1. Number and Gender

In this RFQ, terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa, and words in one gender include all genders.

18.3.2. Technical and Financial Terms

Except as otherwise expressly provided in this RFQ: (a) words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; (b) all terms of an accounting or financial nature will be construed in accordance with GAAP; and (c) all statements or references to, dollar amounts or money in this RFQ, including references to “\$” and “dollars”, are to the lawful currency of the United States of America.

18.3.3. Headings

The division of this RFQ into sections and other subdivisions is for convenience of reference only and will not affect the construction or interpretation of this RFQ. The headings in this RFQ are not intended to be full or precise descriptions of the text to which they refer.

18.3.4. References to this RFQ

The words “herein”, “hereby”, “hereof”, “hereto”, and “hereunder” and words of similar import refer to this RFQ as a whole and not to any particular portion of it. The words “Section”, “subsection”, “paragraph”, “sentence”, “clause”, and “Appendix” mean and refer to the specified section, subsection, paragraph, sentence, clause, or exhibit of, or to, this RFQ. A reference to a subsection or clause “above” or “below” refers to the denoted subsection or clause within the Section in which the reference appears.

18.3.5. Lists and Use of the Term “Include”

- a. In this RFQ, when there are references with general words followed by a list, or a reference to a list, to make it clear that those general words “include” (or are “including”) the matters set out in that list, then the contents of the list will not, and will not be deemed to, limit the generality of those general words.
- b. The word “promptly” means as soon as reasonably practicable in light of then-prevailing circumstances.

18.3.6. References to Laws, Agreements and Other Documents

Unless specified otherwise, a reference to:

- a. an agreement or other document is considered to be a reference to such agreement or other document (including any schedules or exhibits thereto) as it may be amended, modified, or supplemented from time to time in accordance with its terms; and
- b. a law is considered to be a reference to (a) such law as it may be amended, modified or supplemented from time to time, (b) all regulations and rules pertaining to or

promulgated pursuant to such law, (c) the successor to the law resulting from re-codification or similar reorganizing of laws, and (d) all future laws pertaining to the same or similar subject matter

18.3.7. Town Discretion

Any reference to the Town’s “discretion” means the Town exercising its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

19. APPENDIX B: FORMS

19.1. Use of Forms

The forms listed below in this Appendix B are separately provided to Proposers as Microsoft Word® format editable files for use in the SOQ. Proposers are permitted to add lines/rows to tables in the forms where this is indicated but will make no other material change to the content of the as-provided forms.

19.2. List of Forms

Form	Name
Form A-1	SOQ Cover Letters for Stage 1
Form A-2	SOQ Cover Letters for Stage 2
Form B	Proposer Team Information Sheet
Form C-1	Certification Questionnaire
Form C-2	Required Certifications and Affidavits
Form D-1	Reference Opportunity Information Sheet - Design and Development
Form D-2	Reference Opportunity Information Sheet - Operations
Form D-3	Reference Opportunity Information Sheet - Financing
Form E	Financial Officer’s Certificate

20. APPENDIX C: ATTACHMENTS

20.1. List of Attachments

The attachments listed below in this Appendix C are provided to Proposers.

Attachment	Name
Attachment 1	Form of Pre-Development Agreement <i>[to be provided to Shortlisted Proposers via Addendum in Stage 2, including form of Design Direct Agreement]</i>
Attachment 2	Form of Terminal Agreement <i>[to be provided to Shortlisted Proposers via Addendum in Stage 2]</i>
Attachment 3	Map of North Development Area
Attachment 4	Map of South Terminal Area

APPENDIX B: FORMS

Pre-SOQ Forms

Form CMT: Form of RFQ Question

SOQ Forms

Form A-1: Stage 1 SOQ Cover Letter

Form A-2: Stage 2 SOQ Cover Letter

Form B: Proposer Team Information Sheet

Form C-1: Certification Questionnaire

Form C-2: Required Certifications and Affidavits

Form D-1: Reference Project Information Sheet – Design and Development

Form D-2: Reference Project Information Sheet – Operations

Form D-3: Reference Project Information Sheet – Financing

Form E: Financial Officer's Certificate

FORM CMT: FORM OF RFQ QUESTION

Instructions

Please generally see Section 6.4 of the RFQ. In addition:

- (1) Proposers should submit RFQ Questions in Microsoft Word format.
- (2) General questions should be provided first. Other, more specific, RFQ Questions should be ordered sequentially and organized by reference to the order in which they appear in the RFQ (or other document, if applicable).
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting any RFQ Questions using this Form.



Proposer Name:

Date:

North Terminal Project
RFQ Question Submission No. []¹

RFQ Question

No.	RFQ Cross-Ref. (if any)	Category*	RFQ Question
1.			
2.			
3.			

* Categories:

“Category A” – an issue that, if not resolved in an acceptable fashion, would likely preclude the Proposer from submitting a SOQ;

“Category B” – a substantive issue that does not qualify as a Category A or C issue; or

“Category C” – a drafting issue, a clarification or a comment concerning conflicts between or within documents, or the equivalent of one of these, in each case which a reasonable Proposer would not interpret as intentional.

¹ **Note to Proposers:** please sequentially number each set of RFQ Questions submitted, continuing from any prior submissions.

FORM NOI: NOTICE OF INTENT SUBMISSION

<u>Instructions</u>	
Please generally see Section 6.2 of the RFQ. In addition:	
(1)	An Authorized Representative of the Proposer shall sign this Notice of Intent Submission.
(2)	Any questions for the Town should otherwise be submitted as RFQ Questions in accordance with the RFQ.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

NOTICE OF INTENT SUBMISSION

Date:

VIA EMAIL

Attention: Town of Islip; Department of Aviation

Re: Notice of Intent Submission in connection with the North Terminal Project

The undersigned (the “Respondent”) submits this letter in response to the Request for Qualifications issued by the Town of Islip for the North Terminal Project (RFQ ##### dated [] (as amended, the “RFQ”). Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFQ.

No.	Required Information	Response
I. Information Regarding Respondent		
(1)	Name of Respondent firm:	
(2)	Type of entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other: [<i>If Other, explain</i>]
(3)	Jurisdiction of formation or incorporation:	
(4)	Location of firm headquarters:	
(5)	Location of office performing the anticipated services:	
(6)	Name and Title of Designated Representative:	
(7)	Phone numbers (work and cell) of Designated Representative:	

(8)	Email of Designated Representative:	
(9)	List anticipated Principal Participants, including each entity's legal name, jurisdiction of formation or incorporation, principal address:	
II. Qualification and Compliance Statement		
(10)	The undersigned affirms that the Respondent reasonably believes that the prospective Proposer team possesses the necessary experience, qualifications, and interest in participating in the procurement process for the Project and agrees to comply with the terms and conditions of the RFQ.	
III. Optional Stage 1 Pre-SOQ One-on-One Meeting Request		
(11)	Does the Respondent request to participate in a One-on-One Meeting with Town during Stage1?	<input type="checkbox"/> Yes <input type="checkbox"/> No

I, the undersigned, hereby swear and affirm that I am authorized to act on behalf of Respondent in signing and delivering this letter and acknowledge that the Town is relying on my representation to this effect.

Respondent: *[insert name]*
 By: _____
 Name: *[insert name]*
 Title: *[insert title]*
 Date: *[insert date]*

FORM A-1: STAGE 1 SOQ COVER LETTER

Instructions

Please generally see Section 14.1.1 of the RFQ regarding Part A of the SOQ. In addition:

- (1) The Stage 1 SOQ Cover Letter must be signed by the Authorized Representative of the Proposer and counter-signed by an Authorized Representative of each Principal Participant.
- (2) Evidence of signature authority of each Authorized Representative must be attached to the Stage 1 SOQ Cover Letter in the form of the Declaration of Signatory Authority appended to this Form as Annex 1.
- (3) The Declaration of Signatory Authority must be notarized and signed by an individual other than the SOQ Cover Letter signatory.
- (3) All signature blocks on this form may be modified to properly reflect the authority of the person signing.
- (4) For any Proposer or Principal Participant that is a Joint Venture, include signature by each joint venture member or partner.
- (5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Team Name:

Proposer Address:

Date:

ISPterminal@islipny.gov
Amy Murphy
Deputy Town Attorney
Town of Islip

Re: Submission of Stage 1 SOQ in connection with the Airport Terminal and Rail Integration Request for Qualifications

The undersigned (the “Proposer”) submits this Statement of Qualifications (this “SOQ” or “Stage 1 SOQ”) in response to the Request for Qualifications issued by the Town of Islip for the Airport Terminal and Rail Integration Request for Qualifications, dated April 8, 2025 (as amended, the “RFQ”). Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFQ. References to Sections and Parts herein are references to Sections and Parts of the RFQ.

Enclosures

Enclosed, and by this reference incorporated and made a part of this SOQ, are Part A, Part B, and Part C of the Stage 1 SOQ, as required to be submitted in accordance with the RFQ. This letter itself constitutes the SOQ Cover Letter in Part A of the Stage 1 SOQ.

Acknowledgement of Receipt of Addenda

The Proposer acknowledges receipt of all Addenda to the RFQ, as follows:

- *[list all Addenda numbers and dates].*

Assurances

The Proposer represents and warrants:

- (a) it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the statements and commitments in Proposer's SOQ. Furthermore, the Proposer agrees that the Town will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ;
- (b) this SOQ is submitted without reservations, qualifications, assumptions, deviations, or conditions except, in the case of assumptions, to the extent expressly permitted by the RFQ;
- (c) this SOQ Cover Letter is submitted in a form identical to Form A-1, other than with respect to modifications permitted or required by the use of such form;
- (d) the Key Personnel and Principal Participants proposed by the Proposer will be available to perform the required scope of services for the Project and will not be substituted or reassigned without the Town's prior written approval in accordance with Section 8 of the RFQ; and
- (e) prior to the date hereof, the Proposer has previously notified the Town of (i) any deficiencies or inconsistencies in or omissions from the RFQ and the Reference Information, and (ii) any material risks affecting the Proposer's ability to successfully deliver the Project as contemplated in the RFQ, of which it became aware and which were not otherwise recognized, acknowledged, or addressed by the Town in the RFQ or the Reference Information.

The Proposer acknowledges and agrees:

- (a) to the terms and conditions of the RFQ and that, in accordance with the foregoing and by submission of this SOQ, it is deemed to certify compliance with all conditions for submission of a SOQ under the terms of the RFQ;
- (b) to appear at and participate in any interview, meeting, or presentation for which an invitation is extended in accordance with the terms of the RFQ;
- (c) that it received or has access to, and understands and has considered all Addenda, specifically listed in this SOQ Cover Letter, together with those sets of RFQ Questions and published responses, if any, through the Stage 1 SOQ Due Date;
- (d) that it has received or had access to, and understands and has considered all Reference Information;
- (e) that the contents of the RFQ provide it with sufficient information relating to the Project for purposes of preparing and submitting this SOQ;
- (f) that the Town's acceptance of the delivery of this SOQ does not, and will not be deemed to, constitute any statement or determination as to its completeness, responsiveness, or compliance with the requirements of the SOQ;
- (g) to the Town's disclosure of SOQ materials consistent with the legal requirements of FOIL, per the RFQ, and expressly waives any right to contest such disclosures;
- (h) that all costs and expenses incurred by the Proposer in preparing this SOQ and participating in this procurement, except as is explicitly provided for in any Addenda, will be borne solely by the Proposer;

- (i) that the Town is not bound to shortlist any Proposer and may reject each SOQ that the Town may receive; and
- (j) that under the terms of the RFQ, the Town has reserved to itself a number of rights related to the procurement of the Project, including the reserved rights set forth in Section [11].

Designated Representative

For purposes of any future communications, the Proposer’s Designated Representative (who, under the terms of the RFQ, will be the single point of contact for the Proposer unless the communication is a notice) and its contact information are as follows:

- Name:
- Title:
- Employer:
- Address:
- Phone (office):
- Phone (mobile):
- Email:
- Fax:

Governing Law

This letter and the SOQ shall be governed by and construed in all respects according to the laws of the State of New York.

[Signature Page Follows]

Under penalty of perjury, I hereby:

- (a) certify on behalf of the Proposer that the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of the Proposer have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (b) swear and affirm that I am authorized to act on behalf of Proposer in signing and delivering this letter and acknowledge that the Town is relying on my representation to this effect.

Proposer: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

NOTICE TO SIGNATORIES

A material false statement, omission or fraudulent inducement made in connection with this letter is sufficient cause for disapproval of the firm's participation in the procurement. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 U.S.C. § 1001, false statements; New York Penal Code § 175).

[Signature Page of Proposer]

Under penalty of perjury, I hereby:

- (a) certify on behalf of the [*name of Principal Participant*] (“Principal Participant”) that:
 - (i) the person signing on behalf of Proposer is authorized by Principal Participant to sign this SOQ on behalf of Principal Participant; and
 - (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ in respect of Principal Participant have been authorized by such Principal Participant, is or are correct, complete and not materially misleading, and
- (b) swear and affirm that I am authorized to act on behalf of Principal Participant and acknowledges that the Town is relying on my representation to this effect.

Principal Participant: _____

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

NOTICE TO SIGNATORIES

A material false statement, omission or fraudulent inducement made in connection with this letter is sufficient cause for disapproval of the firm’s participation in the procurement. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 U.S.C. § 1001, false statements; New York Penal Code § 175).

[*Signature Page of Principal Participant*]

ANNEX 1 TO SOQ COVER LETTER: DECLARATION OF SIGNATORY AUTHORITY

Instructions

Please generally see Section 14.1.1 of the RFQ regarding Part A of the SOQ. In addition:

- (1) The Declaration of Signatory Authority must be and signed by an individual other than the SOQ Cover Letter signatory.
- (2) Complete the appropriate statement below for the entity of the SOQ Cover Letter signatory and delete the statements that are not applicable to such entity.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

DECLARATION OF SIGNATORY AUTHORITY

I, the undersigned, [name of officer/member/manager/partner certifying the authority of the SOQ Cover Letter signatory], swear or affirm that:

(if sole corporate officer, complete this statement): I executed the foregoing instrument in my name and in my capacity as sole officer and director of [name of corporation], the corporation described in and which executed the foregoing instrument, and acknowledge that I own all the issued and outstanding capital stock of said corporation, and that by my authority signed the foregoing instrument on behalf of said corporation.

(if corporation, complete this statement): I, the undersigned, [name of officer/member/manager/partner certifying the authority of the SOQ Cover Letter signatory], am the [title of corporate officer other than SOQ Cover Letter signatory] of [name of corporation], a corporation duly organized and in good standing under the [Law under which organized, e.g., the New York Business Corporation Law] and named in the foregoing instrument; that, by authority of the Board of Directors of said corporation, [name of SOQ Cover Letter signatory] who signed the foregoing instrument on behalf [name of corporation] was, at the time of execution, [title of SOQ Cover Letter signatory] of the corporation and was authorized to execute the foregoing instrument on behalf of the corporation for the purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation and that such authority is in full force and effect at the date hereof.

(if limited liability company, complete this statement): I, the undersigned, [name of officer/member/manager/partner certifying the authority of the SOQ Cover Letter signatory], am the [title of member/manager other than SOQ Cover Letter signatory] of [name of limited liability company] (the "LLC") duly organized and in good standing under the [Law under which organized] and named in the foregoing instrument; that [name of SOQ Cover Letter signatory] who signed the foregoing instrument on behalf of the LLC was, at the time of execution, a manager of the LLC and

executed the foregoing instrument for and on behalf of said LLC as the act of said LLC for the purposes set forth therein.

(if partnership, complete this statement): I, the undersigned, [name of officer/member/manager/partner certifying the authority of the SOQ Cover Letter signatory], am the [title of partner other than SOQ Cover Letter signatory] of [name of partnership], a partnership duly organized under the [Law under which organized] and named in the foregoing instrument; that [name of SOQ Cover Letter signatory] who signed the foregoing instrument on behalf of the partnership was, at the time of execution, a general partner of said partnership and executed the foregoing instrument for and on behalf of said partnership as the act and deed of said respondent for the purposes set forth therein.

Affirmation Under Penalty of Perjury

I, [name of officer/member/manager/partner certifying the authority of the SOQ Cover Letter signatory], the undersigned affirm this [#] day of [month], [year], under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true.

[LEGAL NAME OF ENTITY]

BY:

[Name], [Title]

[Signature]



Release of April 8, 2025

FORM A-2: STAGE 2 SOQ COVER LETTER

[To be released following the announcement of Shortlisted Proposers through the issuance of an Addendum during Stage 2 in substantially the form of Form A-1.]

FORM B: PROPOSER TEAM INFORMATION SHEET

<u>Instructions</u>	
Please generally see Section 14.1.1 of the RFQ regarding Part B of the SOQ. In addition:	
(1)	Part 1 of this Form B must be completed with respect to the Proposer and each Principal Participant. Part 2 of this Form B must be completed in respect of the Developer.
(2)	If a Proposer or Principal Participant is a Joint Venture, this Form must be completed for each Joint Venture member of such entity.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form B.

Proposer Team Information Sheet

Proposer Team Name:

Date:

PART 1 – PROPOSER TEAM INFORMATION SHEET	
A. ROLE ON PROPOSER TEAM	
1. Role on Proposer Team <i>(check all that apply)</i>	<input type="checkbox"/> Proposer <input type="checkbox"/> Equity Member <input type="checkbox"/> Lead Project Developer <input type="checkbox"/> Lead Construction Manager <input type="checkbox"/> Lead Design Firm <input type="checkbox"/> Lead Terminal Operator <input type="checkbox"/> Air Service Development Manager
2. Name of Entity Completing This Form:	[]
3. Is entity a joint venture member of the role checked in Section 1 above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is entity completing this form a minority owned business enterprise (MBE) and/or a woman owned business enterprise (WBE) certified as such by the State of New York? <i>(if Yes, attach applicable certification)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. LEGAL INFORMATION	
1. Type of Entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company

PART 1 – PROPOSER TEAM INFORMATION SHEET	
	<input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other: <i>[If Other, provide explanation]</i>
2. Name of Officials/Constituent Firms: <i>(if a corporation, provide name and address of each corporate officer and all stockholders owning more than 5% of the corporation stock)</i> <i>(if entity other than a corporation, name and address of each partner, member, and/or constituent firm)</i>	
3. If the entity is an unincorporated joint venture, is the J.V. “joint and several”:	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Year Established:	
5. Jurisdiction Where Entity Formed or Incorporated: <i>(if United States, provide state)</i> <i>(if Other, provide country)</i>	
6. Federal Tax ID No.:	
7. North American Industry Classification Code:	
8. Successor in Interest to Entity/Entities (if any, within past five years):	
9. Additional Legal Names of Entity: <i>(if applicable, list any DBA names, trade or abbreviated names, or different Federal Tax IDs under which the entity has previously operated along with the status of such name (active or inactive))</i>	
10. Business address:	
11. Headquarters address:	
12. Location(s) of office performing work:	
13. Firm’s relevant licenses, registrations and credentials:	
14. Organizational Documents and Evidence of Right to Do Business in New York Attached: <i>(Attach copies of the organizational documents and, if available, evidence of the entity’s right to conduct business in the State.)</i>	

PART 1 – PROPOSER TEAM INFORMATION SHEET	
<input type="checkbox"/> Yes <input type="checkbox"/> No: <i>[if No, provide explanation]</i>	
C. EXPECTED ADVISORS	
15. Expected Advisors: <i>(if known, identify the companies and individuals who are expected to act as legal, financial, technical, or other advisors during the procurement process and for the project.)</i>	

PART 2 – PROPOSER TEAM INFORMATION SHEET	
D. DEVELOPER ENTITY	
16. Legal Name of Developer: <i>(or proposed name of Developer) (if applicable, list any additional legal names, such as DBA names, trade or abbreviated names, or different Federal Tax IDs under which the entity has previously operated along with the status of such name (active or inactive))</i>	
17. State of organization <i>(or state of expected organization)</i>	
18. Type of Entity:	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other: <i>[If Other, provide explanation]</i>
19. Expected percentages of ownership of /participation in Developer by each Equity Member:	[]% <i>[Equity Member name]</i> []% <i>[Equity Member name]</i>
20. Federal Tax ID No.: <i>(if none yet, state "N/A")</i>	
21. Organizational Documents and Evidence of Right to Do Business in New York Attached: <i>(Identify whether the Developer has been formed and, if available, provide evidence of Developer's right to conduct business in the State. If Developer has not been formed, provide a description of the Proposer's plans for forming Developer.)</i>	
<input type="checkbox"/> Yes <input type="checkbox"/> No: <i>[if No, provide description per above]</i>	

FORM C-1: CERTIFICATION QUESTIONNAIRE

Instructions

Please generally see Section 14.1.1 of the RFQ regarding Part B of the SOQ. In addition:

- (1) Complete Form C-1 in respect of the Proposer and each Principal Participant.
- (2) If Proposer or a Principal Participant is a Joint Venture, each Joint Venture member must complete Form C-1.
- (3) Provide a clear mark on either “Yes” or “No” answers to all of the questions in this Form and provide an explanation for any question answered “Yes.”
- (4) Years in this Form are as measured from the date of issuance of this RFQ.
- (5) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Team Name:

Role on Proposer Team:

(check all that apply)

- Proposer
- Equity Member
- Lead Project Developer
- Lead Construction Manager
- Lead Design Firm
- Lead Terminal Operator
- Air Service Development Manager

Name of Entity Completing This Form:

Is entity a joint venture member of the role checked above?

- Yes
- No

No.	Certification Question	Yes	No
(1)	Within the past ten (10) years, has the entity been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law? <i>If yes, please explain:</i>	<input type="checkbox"/>	<input type="checkbox"/>
(2)	Within the past ten (10) years, has the entity or any Affiliate been indicted or convicted of a crime under federal, state, or local law involving bid-related or contract-related crimes or violations (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>

No.	Certification Question	Yes	No
	<i>If yes, please explain:</i>		
(3)	Within the past ten (10) years, has the entity or any Affiliate been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting any other felony or serious misdemeanor?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(4)	Has the entity been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(5)	Has the entity been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for (a) Any business-related activity; or (b) any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(6)	Within the past five (5) years, has the entity been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(7)	Within the past five (5) years, has the entity agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(8)	Has the entity or any Affiliate been sanctioned relative to any license(s), registrations, certifications, or credentials referred to in the SOQ or otherwise had any professional license(s), registrations, certifications, or credentials referred to in the SOQ revoked, suspended, or disbarred?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain.</i>		
(9)	Within the past (5) years, has the entity or any Affiliate defaulted on a contract or been suspended, cancelled, or terminated for cause on any public contract (including, without limitation, contracts with federal, state, or municipal agencies)?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain (including if such suspension, cancellation, default, or termination was challenged and/or upheld by a court or an arbitrator):</i>		
(10)	Within the past five (5) years, has the entity been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	<input type="checkbox"/>	<input type="checkbox"/>

No.	Certification Question	Yes	No
	<i>If yes, please explain:</i>		
(11)	Within the past ten (10) years, as the entity or any Affiliate been found, adjudicated or determined by any federal or state court or agency to have violated any Law relating to employment discrimination or affirmative action, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et. seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar New York law?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(12)	In the past five (5) years, have there been any citations, assessed penalties or settlements against the entity or any Affiliate for any serious, willful, or repeat violations of the federal Occupational Safety and Health Act of 1970?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(13)	In the past five (5) years, has there been any settled adverse claim, dispute, or lawsuit between the owner of a public works project and the entity or any Affiliate in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000) (for certainty, excluding matters that resulted in contractually agreed change orders or which were processed under a customary claims process under the terms of a contract)?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(14)	Within the past five (5) years, has the entity entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(15)	Within the past five (5) years, has the entity, other than previously disclosed, (a) been subject to fines or penalties imposed by government entities which in the aggregate total \$25,000 or more; or (b) been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(16)	Within the past five (5) years, has the entity had any liquidated damages assessed over \$25,000 for any reason, including failure to meet Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain:</i>		
(17)	Within the past ten (10) years, has the entity or any Affiliate sought protection through receivership or under any provision of any bankruptcy act?	<input type="checkbox"/>	<input type="checkbox"/>

No.	Certification Question	Yes	No
	<i>If yes, please explain (include the bankruptcy chapter number, the court name and the docket number and indicate the current status of the proceedings as "Initiated," "Pending," or "Closed"):</i>		
(18)	During the past five (5) years, has the entity failed to file or pay any tax returns required by federal, state, or local tax laws?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain (include the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay, and the current status of the tax liability):</i>		
(19)	Within the past five (5) years, has any insurer, for any form of insurance, refused to renew an insurance policy for the entity?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain (include the insurance type, the year of the refusal, and the basis of the refusal):</i>		
(20)	Within the past five (5) years, has the entity been denied bond coverage by a surety company, or has there been a period of time when the Firm had no surety bond in place during a public project when one was required?	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, please explain (include details on the denied coverage, the name of the surety which denied coverage, and the period(s) during which no surety bonds were in place:</i>		
(21)	Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: a determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/>	<input type="checkbox"/>
	<i>If yes, indicate the question number(s) and explain the basis for the claimed exemption:</i>		

Certification

The undersigned certifies under penalties of perjury that they are knowledgeable about the business and operations of [the entity completing this Form] and that the answers provided herein are true to the best of his/her knowledge and belief.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

FORM C-2: REQUIRED CERTIFICATIONS AND AFFIDAVITS

Instructions

Please generally see Section 14.1.1 of the RFQ regarding Part B of the SOQ. In addition:

- (1) Complete all certifications and affidavits in this Form C-2 in respect of the Proposer and each Principal Participant.
- (2) If Proposer or a Principal Participant is a Joint Venture, each Joint Venture member must complete all certifications and affidavits in this Form.
- (3) Provide a clear check mark on the cover page of this Form indicating the Role on Proposer Team, Joint Venture status, and completion of the listed Required Certifications and Affidavits.
- (4) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Required Certifications & Affidavits Cover Page

Proposer Team Name:

Role on Proposer Team:

(check all that apply)

- Proposer
- Equity Member
- Lead Project Developer
- Lead Construction Manager
- Lead Design Firm
- Lead Terminal Operator
- Air Service Development Manager

Name of Entity Completing This Form:

Is entity a joint venture member of the role checked above?

- Yes
- No

Required Certifications and Affidavits:

(check all that have been completed)

- Disclosure Affidavit
- Affidavit of Non-Collusion
- Executive Order No. 16 Certification
- Lobbying Law Certification
- Iran Divestment Certification
- [Certification Regarding EEO, Workforce, and Other Policies]

DISCLOSURE AFFIDAVIT

Instructions

Please generally see Section 14.1 of the RFQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

DISCLOSURE AFFIDAVIT

In connection with the RFQ, the undersigned Authorized Representative of [*entity completing this Form*], (the “firm”) swears or affirms under the penalties of perjury that the firm hereby indicates as to itself, its subcontractors, and their respective personnel, that the firm has, to the best of its knowledge and belief with respect to any potential Organizational Conflict of Interest, as such term is defined in the RFQ in accordance with federal requirements and local law, including Section 14 of the Town of Islip Code, the Code of Ethics and Financial Disclosure Law:

- determined that no potential Organizational Conflict of Interest exists.
- determined that a potential Organizational Conflict of Interest exists.

If the firm has determined that a potential Organizational Conflict of Interest exists, in the space provided below and on supplemental sheets as necessary, identify all relevant facts relating to the potential Organizational Conflict of Interest. If the firm has made any prior disclosure to the Town of an Organizational Conflict of Interest under the RFQ, in the space below include information regarding such prior disclosure and/or Town’s determination regarding that Organizational Conflict of Interest. For certainty, the firm and its subcontractors along with their advisors must disclose potential Organizational Conflicts of Interest, any associations, current or prior dealings, relationships, or existing contracts with:

- Town of Islip Council members, or Town of Islip employees or
- any airlines operating at the Airport, current lessees or individuals doing business with the Town, and suppliers of goods or services to the Airport (including any firms identified as advisors to the Town), as it relates to the Project.

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any Organizational Conflicts of Interest as disclosed herein.

The undersigned further affirms and declares:

- (a) that its SOQ is made without any understanding, agreement, or connection with any other person, firm or corporation making an SOQ for the same material, supplies or equipment, and is in all respects fair and without collusion and fraud;
- (b) that said firm is not in arrears to any municipality in Suffolk County upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to any such municipality; and
- (c) it is aware of the provisions of the Immigration and Nationality Act, including 8 U.S.C. 1324(a), which prohibits the employment of unauthorized aliens, it is in compliance with same, and it is aware that a violation of the provisions of the aforesaid Immigration and Nationality Act shall result in a material breach of any agreement it may enter into with the Town and shall further result in the firm being ineligible to participate in any Town projects for a period of one (1) year and from holding any contracts with the Town for said period.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

AFFIDAVIT OF NON-COLLUSION

Instructions

Please generally see Section 14.1 of the RFQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

AFFIDAVIT OF NON-COLLUSION

I, the undersigned Authorized Representative of [*entity completing this Form*], (the “firm”) attest that:

- (a) the SOQ has been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition with any other respondent or with any other competitor;
- (b) no attempt has been made to solicit, cause or induce any company or person to refrain from participating in the procurement process in the RFQ, or to submit any intentionally high or non-competitive SOQ or other form of complementary SOQ;
- (c) the SOQ is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary SOQ;
- (d) my firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other company or person, or offered, promised or paid case or anything of value to any company or person, whether in connection with this Project or any other project, in consideration for an agreement or promise by a company or person to refrain from participating in the procurement process under the RFQ or to submit a complementary SOQ;
- (e) I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s SOQ on this Project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The undersigned under the penalties of perjury, affirms the truth thereof.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

EXECUTIVE ORDER NO. 16 CERTIFICATION

Instructions

Please generally see Section 14.1 of the RFQ regarding Part B of the SOQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

**CERTIFICATION UNDER EXECUTIVE ORDER NO. 16
Prohibiting State Agencies And Authorities From Contracting With
Businesses Conducting Business In Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.”

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, Proposers who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is [*entity completing this Form*], (the “firm”) an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- No, the firm does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- Yes, the firm conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please attach a statement with a detailed description of the wind down process and a schedule for completion.)
- Yes, the firm conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives.



Release of April 8, 2025

(Please attach a statement with a detailed description of the services being provided or the relevant laws, regulations, etc.)

- Yes, the firm conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the business and operations of [*the entity completing this Form*] and that the answer provided herein is true to the best of their knowledge and belief.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

LOBBYING LAW CERTIFICATION

Instructions

Please generally see Section 14.1 of the RFQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

LOBBYING LAW CERTIFICATION

Background

New York State’s State Finance Law Sections 139-j and 139-k (the “Lobbying Law”) obligates the Town to obtain:

- (a) affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts during the procurement process, including as provided in Section [8.3] of the RFQ.
- (b) specific information regarding prior non-responsibility determinations.

In accordance with New York State Finance Law §139-k, [*entity completing this Form*], (the “firm”) must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of New York State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity. Moreover, as part of responsibility determinations, New York State Finance Law §139-k(3) mandates consideration of whether the firm fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with Law, no contract shall be awarded if the firm fails to timely disclose accurate or complete information under the Lobbying Law, unless the certain statutory exemptions apply.

Disclosure of Prior Non-Responsibility Determinations

- (1) Within the previous four (4) years, has any governmental entity made a finding of non-responsibility regarding the entity? Yes No

If yes to (1): was the basis for the finding of the firm’s non-responsibility due to a violation of State Finance Law §139-j? Yes No

If yes to (1): was the basis for the finding of the firm’s non-responsibility due to the intentional provision of false or incomplete information to a governmental entity? Yes No

If yes to (1): please provide details regarding the finding of non-responsibility (including the governmental entity involved, date of non-responsibility finding, and basis of non-responsibility finding): []

- (2) Has any governmental entity terminated or withheld a contract with the firm due to the intentional provision of false or incomplete information? Yes
 No

If yes to (2): please provide details regarding such termination or withholding (including the governmental entity involved, date of contract termination or withholding, and basis of contract termination or withholding): []

Certification and Affirmation under Penalty of Perjury

The undersigned under penalties of perjury:

- (a) affirms that it understands and agrees to comply with the policy regarding permissible contacts in accordance with New York State Finance Law Sections 139-j and 139-k and
- (b) certifies that all information provided to the Town with respect to New York State Finance Law §139-j and §139-k is complete, true, and accurate.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

IRAN DIVESTMENT CERTIFICATION

Instructions

Please generally see Section 14.1 of the RFQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

IRAN DIVESTMENT CERTIFICATION

New York State Public Authorities Law § 2879-c prohibits the Town from entering into or awarding a contract with persons identified on the list of persons who have been determined to engage in investment activities in Iran as defined in New York State Finance Law §165-a, the Iran Divestment Act.

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision (1) of the New York State Finance Law §165-a) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision (3) of the New York State Finance Law §165-a.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

CERTIFICATION REGARDING EEO, WORKFORCE, AND OTHER POLICIES

Instructions

Please generally see Section 14.1 of the RFQ. In addition:

- (1) This Form must be completed in respect of the Proposer and each Principal Participant.
- (2) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

CERTIFICATION REGARDING EEO, WORKFORCE, AND OTHER POLICIES

The Town of Islip is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, nation origin, or the presence of any sensory, mental, or physical disability in consideration of an contract award. The firm will be required to comply with all EEO federal, state, and local laws and regulations (the “EEO Laws and Regulations”).

In accordance with Article 15-A of the New York State Executive Law, the firm will make good faith efforts to include meaningful participation by minority owned business enterprises (MBEs) and women owned business enterprises (WBEs) (the “M/WBE Good Faith Efforts Requirement”).

It is also the policy of the Town of Islip that all employees, elected and appointed officials, and applicants, as well as everyone with whom the Town does business (e.g., outside vendors, consultants, members of the public, contractors), should be able to enjoy a work environment that is:

- free from discrimination and harassment based on race, color, creed, sex, age, sexual orientation, disability, religion, national origin, marital status, military or veteran status, political affiliation or any other basis protected by federal, state or local law pursuant to index 320 of the Town’s Administrative Procedures Manual (the “Town Policy Against Unlawful Harassment and Discrimination”); and
- free from workplace violence, or the threat of violence, including intimidation, by any of its employees, customers, the general public, and/or anyone who conducts business with the Town pursuant to index 321 of the Town’s Administrative Procedures Manual (the “Workplace Violence Policy”).

I, the undersigned Authorized Representative of [*entity completing this Form*], (the “firm”) hereby certify by submission of this bid or proposal that:

- (a) the firm will comply with EEO Laws and Regulations and with the M/WBE Good Faith Efforts Requirement;
- (b) the firm has reviewed the Town Policy Against Unlawful Harassment and Discrimination and the Workplace Violence Policy;

- (c) the firm will comply with all of the provisions of the Town Policy Against Unlawful Harassment and Discrimination and the Workplace Violence Policy;
- (d) during the course of the procurement or contract, the firm's employees and subcontractors have been or will be provided with a copy of the Town Policy Against Unlawful Harassment and Discrimination and the Workplace Violence Policy prior to each of those employee's participation in the procurement;
- (e) the firm will ensure compliance of its employees along with its lower tier subcontractors, subconsultants, and suppliers that are engaged or are being solicited for work under any contract resulting from this procurement with the Town Policy Against Unlawful Harassment and Discrimination and the Workplace Violence Policy; and
- (f) the firm will continue to distribute the Town Policy Against Unlawful Harassment and Discrimination and the Workplace Violence Policy through the completion of performance of the contract.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

FORM D-1: REFERENCE PROJECT INFORMATION SHEET – DESIGN AND DEVELOPMENT

Instructions	
Please generally see Section 14.1 of the RFQ. In addition:	
(1)	Complete Form D-1 as required in accordance with Section 14.1.1 of the RFQ regarding Part C, Section C-2 of the SOQ.
(2)	If the specific entity that undertook the identified project is not a Principal Participant, but rather an Affiliate of such entity, please expressly indicate and identify the entity and its relationship to Proposer or Principal Participant(s), as applicable.
(3)	Describe the work and state the percent or dollar value of (a) the design and construction work the entity performed/was responsible for; or (b) the design work performed (if the entity is a designer). For example, a member of a Joint Venture with a 30% stake in a \$200 million project would insert “ <i>\$60 million of \$200 million</i> ” or “ <i>30% of \$200 million.</i> ”
(4)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name:

Date:

**North Terminal Project
Reference Project Information Sheet - Design and Development**

No.	Required Information	Response
I. Background Information		
(1)	Project Name:	
(2)	Type of Project:	<i>[e.g. Design-Build; Design-Build-Operate-Maintain; Design-Build-Finance-Operate-Maintain; Design-Build-Finance]</i>
(3)	Type of Facility:	
(4)	Owner/Procuring Authority (Location):	
(5)	Brief Description of Project:	
(6)	Percent Responsibility:	<i>[Refer to Instructions Page to this Form, Instruction (4)]</i>
(7)	Contract Term:	<i>[State both total term length and start and end dates for the contract, including operations and maintenance]</i>
(8)	Current Status:	<i>[e.g. under construction (including approx. % complete), in operation etc.]</i>
(9)	Key Dates and Milestones:	<u>Key Dates/Milestones:</u>

II. Description of Team Member Involvement		
(10)	Proposer Team Member(s) or Affiliate(s) Involved:	
(11)	Role of Proposer Team Member(s) or Affiliate(s):	<i>[Including whether the entity was involved in all or just some phases or aspects of the project.]</i>
(12)	Key Personnel Involved, Roles & Responsibilities:	
III. Technical Information		
(13)	Project Value at Award:	
(14)	Completion within/above Budget:	<i>[Detail (by approximate value and percentages) amount over/under budget at the time of project completion and briefly explain reasons for such deviations.]</i>
(15)	Completion within/beyond Schedule:	<i>[Detail (by approximate duration) amount of schedule savings/delay and briefly explain reasons for such deviations.]</i>
(16)	Relevance to Proposer's Project Approach:	<i>[Brief description of key technical challenges and solutions implemented and how such elements inform the Proposer's anticipated Project approach.]</i>
IV. Reference		
(17)	Name:	
(18)	Title & Employer (current):	
(19)	Title & Employer (at time of project/transaction):	
(20)	Role on the project:	
(21)	Relationship to project owner:	
(22)	Phone & Email:	
(23)	Location & Time Zone:	
(24)	Other:	<i>[Include any other notes that may be useful when speaking to this individual, e.g., that they are a non-English speaker, etc.]</i>

FORM D-2: REFERENCE PROJECT INFORMATION SHEET – OPERATIONS

<u>Instructions</u>	
Please generally see Section 14.1 of the RFQ. In addition:	
(1)	Complete Form D-2 as required in accordance with Section 14.1.1 of the RFQ regarding Part C, Section C-2 of the SOQ.
(2)	If the specific entity that undertook the identified project is not a Principal Participant, but rather an Affiliate of such entity, please expressly indicate and identify the entity and its relationship to Proposer or Principal Participant(s), as applicable.
(3)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name:

Date:

**North Terminal Project
Reference Project Information Sheet - Operations**

No.	Required Information	Response
I. Background Information		
(1)	Type of Facility:	
(2)	Type of Services:	<i>[e.g. management, operations, maintenance]</i>
(3)	Owner/Procuring Authority (Location):	
(4)	Brief Description of Scope of Services:	
(5)	Percent Responsibility of Total Scope:	
(6)	Type and Term of Operating Agreement/Lease:	
(7)	Current Status:	<i>[e.g. in initial contract term, in renewal period, in negotiations for renewal etc.]</i>
(8)	Facility Description:	<i>[e.g. if terminal, total square footage, concession space square footage, number of gates, turns per gate, and/or other relevant characteristics]</i>
II. Description of Team Member Involvement		
(9)	Proposer Team Member(s) (or Affiliate(s)) Involved:	

(10)	Role of Proposer Team Member(s) (or Affiliate(s)):	<i>[Including whether the entity was involved in all or just some phases or aspects of the project.]</i>
(11)	Key Personnel Involved, Roles & Responsibilities:	
III. Technical Information		
(12)	Annual Operating Budget:	
(13)	Annual Enplaned Passengers for each year During Term:	
(14)	Principal Airline Tenants:	
(15)	Key Stakeholder Interface:	<i>[e.g. interaction with FAA, TSA, and CBP personnel]</i>
(16)	Years Operated to Date:	
(17)	Notable Innovations, Awards, or Citations Related to Management/ Operation of Facility:	
IV. Reference		
(18)	Name:	
(19)	Title & Employer (current):	
(20)	Title & Employer (at time of project/transaction):	
(21)	Role on the project:	
(22)	Relationship to project owner:	
(23)	Phone & Email:	
(24)	Location & Time Zone:	
(25)	Other:	<i>[Include any other notes that may be useful when speaking to this individual, e.g., that they are a non-English speaker, etc.]</i>

FORM D-3: REFERENCE PROJECT INFORMATION SHEET - FINANCING

Instructions	
Please generally see Section 14.1 of the RFQ. In addition:	
(1)	Complete Form D-3 as required in accordance with Section 14.1.1 of the RFQ regarding Part C, Section C-2 of the SOQ.
(2)	If the specific entity that undertook the identified project is not a Principal Participant, but rather an Affiliate of such entity, please expressly indicate and identify the entity and its relationship to Proposer or Principal Participant(s), as applicable.
(3)	At least one (1) reference projects must include equity and debt financing of an airport project.
(4)	Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Proposer Name:

Date:

**North Terminal Project
Reference Project Information Sheet - Financing**

No.	Required Information	Response
I. Background Information		
(1)	Project Name:	
(2)	Type of Project:	<i>[e.g. Design-Build; Design-Build-Operate-Maintain; Design-Build-Finance-Operate-Maintain; Design-Build-Finance]</i>
(3)	Type of Facility:	
(4)	Owner/Procuring Authority (Location):	
(5)	Brief Description of Project:	
(6)	Financing Structure:	<i>[i.e., non-recourse, limited recourse, corporate financing]</i>
(7)	Type and Term of Contract:	
(8)	Current Status:	<i>[e.g. under construction (including approx. % complete), in operation etc.]</i>
(9)	Key Dates and Milestones:	
II. Description of Team Member Involvement		
(10)	Proposer Team Member(s) or Affiliate(s) Involved:	

(11)	Role of Proposer Team Member(s) or Affiliate(s):	<i>[Including whether the entity was involved in all or just some phases or aspects of the project.]</i>
(12)	Key Personnel Involved, Roles & Responsibilities:	
III. Technical Information		
(13)	Source of debt/equity repayment:	
(14)	Project cost (nominal):	
(15)	Total debt incurred for the project:	
(16)	Total equity investment amount and Principal Participant's share (%) (respond N/A if Principal Participant did not provide equity):	
(17)	Description of financial role performed by the Principal Participant on the project (including whether directly or through an Affiliate):	
(18)	Relevance to Proposer's Project Approach:	
IV. Reference		
(19)	Name:	
(20)	Title & Employer (current):	
(21)	Title & Employer (at time of project/transaction):	
(22)	Role on the project:	
(23)	Relationship to project owner:	
(24)	Phone & Email:	
(25)	Location & Time Zone:	
(26)	Other:	<i>[Include any other notes that may be useful when speaking to this individual, e.g., that they are a non-English speaker, etc.]</i>

FORM E: FINANCIAL OFFICER'S CERTIFICATE

Instructions

Please generally see Section 14.3.2 along with 14.1.1 of the RFQ regarding Part C, Section C-6 of the SOQ. In addition:

- (1) Complete one Form E for each entity comprising an Equity Member.
- (2) As applicable, provide the following annexes: Annex 1 in accordance with paragraph (e) of this Form; Annex 2 in accordance with paragraph (f) of this Form, and Annex 3 in accordance with paragraph (g) of this Form.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

I, [Name], the [Title] of [Name of Equity Member] (the **Company**), do hereby certify as of [Date]² that:

- (a) This certificate is being executed and delivered in connection with the SOQ (the **SOQ**) submitted by [Proposer Name] (the **Proposer**) in response to this Request for Qualifications (**RFQ**). Capitalized terms used but not defined herein shall have the meanings set forth in the RFQ.
- (b) As to the matters herein set forth below, I either have personal knowledge or have obtained information from officers or employees of the [Company] in whom I have confidence and whose duties require them to have personal knowledge thereof. I make the certifications herein to the Town pursuant to the requirements of the RFQ with the intent and understanding that they will be relied upon by the Town as a basis for the evaluation of the Proposer's SOQ.
- (c) **Financial Statements:** The audited financial statements provided by the Company [in the Proposer's SOQ for the fiscal years ended [___], [___] and [___] [and the interim financial statements for the following periods [___] and [___]] are complete and correct copies thereof. Where the Company has provided unaudited financial results, such financial results present fairly, in all material respects, the financial position and results of operations and cash flows of the Company as of such dates and for such periods. The Company has no material contingent liabilities or unusual forward or long-term commitments not disclosed therein.³

² **Note to Proposers:** date must not be earlier than seven calendar days prior to the Stage 1 SOQ Due Date.

³ **Note to Proposers:** for entities that do not prepare audited financial statements, Proposers should submit an RFQ Question to the Town by the 2nd Round Stage 1 RFQ Question Deadline in the Procurement Schedule outlining proposed information that would provide similar support to audited financial statements to seek confirmation of its appropriateness by the Town.

- (d) **Off-Balance Sheet Liabilities:** The Company does not have any material off-balance sheet liabilities [other than as described in the financial statements referred to above] [other than the following: [_____]].
- (e) **Financial Member Information Sheet:** Attached hereto as Annex 1 is a completed Financial Member Information Sheet relating to the Company. All the information provided in the attached Annex 1 is complete and correct to the best of my knowledge.
- (f) **Bankruptcy/Insolvency Proceedings:** [There has been no Insolvency Event relating to the Company or any person or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company which has occurred within the most recent three (3) fiscal years (whether or not such proceeding was ultimately dismissed).] [Attached hereto as Annex 2 is a detailed description of an Insolvency Event relating to [Entity Name].]⁴

For the purposes of this Form, Insolvency Event means any voluntary or involuntary bankruptcy, insolvency, liquidation, restructuring, suspension of payments, scheme of arrangement, appointment of provisional liquidator, receiver or administrative receiver, resolution, or petition for winding-up or similar proceeding, under any applicable law, in any jurisdiction.
- (g) **Material Changes in Financial Condition:** No material change in the financial condition of the Company has occurred or is projected to occur, as applicable (i) within the most recently completed three (3) fiscal years that is not reflected in its audited financial statements; (ii) since the date of its audited financial statements for its most recently completed fiscal year; or (iii) during the next fiscal quarter following the date of the SOQ. [Attached hereto as Annex 3 is a detailed description of material changes in the financial condition of the Company.

IN WITNESS WHEREOF, the undersigned is the [*Chief Financial Officer, Treasurer, or equivalent officer*] of the Company and has duly executed this certificate as of the date first written above.

By: _____ Print Name: _____
Title: _____

⁴ **Note to Proposers:** Complete the appropriate certification. Delete the sentence that is not applicable. Do not provide an Annex 2 if there is no Insolvency Event to disclose.

ANNEX 1 TO FINANCIAL OFFICER’S CERTIFICATE: FINANCIAL MEMBER INFORMATION SHEET

Instructions

Please generally see Section 14.3.2 along with 14.1.1 of the RFQ regarding Part C, Section C-6 of the SOQ. In addition:

- (1) This Annex 1 must be completed for each entity comprising an Equity Member.
- (2) If applicable, this Annex 1 to the Financial Officer’s Certificate must include the following details:
 - (a) list current shareholders, equity members partners or equivalent holding a 5% or greater interest in the Company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
 - (b) list all credit ratings available for the firm and provide a copy of the most recent credit report.
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Annex 1: Financial Member Information Sheet

Proposer Team Name:

Role on Proposer Team:

(check all that apply)

- Proposer
- Equity Member
- Lead Project Developer
- Lead Construction Manager
- Lead Design Firm
- Lead Terminal Operator
- Air Service Development Manager

Name of Entity Completing This Form:

Is entity a joint venture member of the role checked above?

- Yes
- No

Shareholder	Interest (%)
[Shareholder name]	

[Number of current shareholders, equity members partners or equivalent that have a holding of 5% of greater]	
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Rating Agency	Current Rating	Previous Rating	Date Of Change In Rating
[Rating agency name]			
[Debt of the [Company] is not rated by any major credit rating agency.]			
[Company] [has no debt]			

ANNEX 2 TO FINANCIAL OFFICER’S CERTIFICATE: INSOLVENCY EVENT CERTIFICATION

Instructions

Please generally see Section 14.3.2 along with 14.1.1 of the RFQ regarding Part C, Section C-6 of the SOQ. In addition:

- (1) If applicable, this Annex 2 must be completed for each entity comprising an Equity Member.
- (2) If applicable, this Annex 2 to the Financial Officer’s Certificate must include the following details regarding any Insolvency Event relating to the Company or any person or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company which has occurred within the most recent three (3) fiscal years (whether or not such proceeding was ultimately dismissed).
- (3) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Annex 2: Insolvency Event Certification

Proposer Team Name:

Role on Proposer Team:

(check all that apply)

- Proposer
- Equity Member
- Lead Project Developer
- Lead Construction Manager
- Lead Design Firm
- Lead Terminal Operator
- Air Service Development Manager

Name of Entity Completing This Form:

Is entity a joint venture member of the role checked above?

- Yes
- No

Insolvency Event

For purposes of this Annex 2 an “Insolvency Event” means, in respect of any Person,

- (a) any of: (i) the commencement of a voluntary case under Federal bankruptcy law; (ii) the filing of a petition seeking to take advantage of any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts; (iii) the application for or the consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a

Insolvency Event

- substantial part of its property, domestic or foreign; (iv) the admission in writing of its inability to pay its debts as they become due; (v) the making of a general assignment for the benefit of creditors; or (vi) the taking of any corporate (or equivalent) action for the purpose of authorizing any of the foregoing; or
- (b) the commencement of a case or other proceeding against such Person in any court of competent jurisdiction seeking: (i) relief under Federal bankruptcy law or under any other law, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts; or (ii) the appointment of a trustee, receiver, custodian, liquidator or the like for such Person or for all or any substantial part of their respective assets, domestic or foreign, and: (A) the petition that commenced such case or proceeding is not contested by such Person within the amount of time provided under Law; or (B) either: (I) such case or proceeding continues without dismissal or stay for a period of 60 Days; or (II) an order granting the relief requested in such case or proceeding (including, but not limited to, an order for relief under such federal bankruptcy law) is entered and not appealed to the extent that the order for relief is stayed.

Please explain:

ANNEX 3 TO FINANCIAL OFFICER’S CERTIFICATE: MATERIAL CHANGES IN FINANCIAL CONDITION CERTIFICATION

Instructions

Please generally see Section 14.3.2 along with 14.1.1 of the RFQ regarding Part C, Section C-6 of the SOQ. In addition:

- (1) If applicable, this Annex 3 must be completed for each entity comprising an Equity Member.
- (2) If applicable, this Annex 3 to the Financial Officer’s Certificate must include the following details regarding material changes in the Company’s financial condition: (a) a description of each material change, actual and projected, and any related changes or disruptions in executive management; (b) actual and projected impacts on the affected entity’s organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive SOQ; (c) detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead, including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term; and (d) estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change.
- (3) Proposers should note that references to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future. If its financial statements indicate that expenses and losses exceed income in each of the three (3) completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.
- (4) Proposers should delete this instructions box and additional instruction notes prior to submitting this Form.

Annex 3: Material Changes in Financial Condition Certification

Proposer Team Name:

Role on Proposer Team:

(check all that apply)

- Proposer
- Equity Member
- Lead Project Developer
- Lead Construction Manager
- Lead Design Firm
- Lead Terminal Operator
- Air Service Development Manager

Name of Entity Completing This Form:

Is entity a joint venture member of the role checked above?

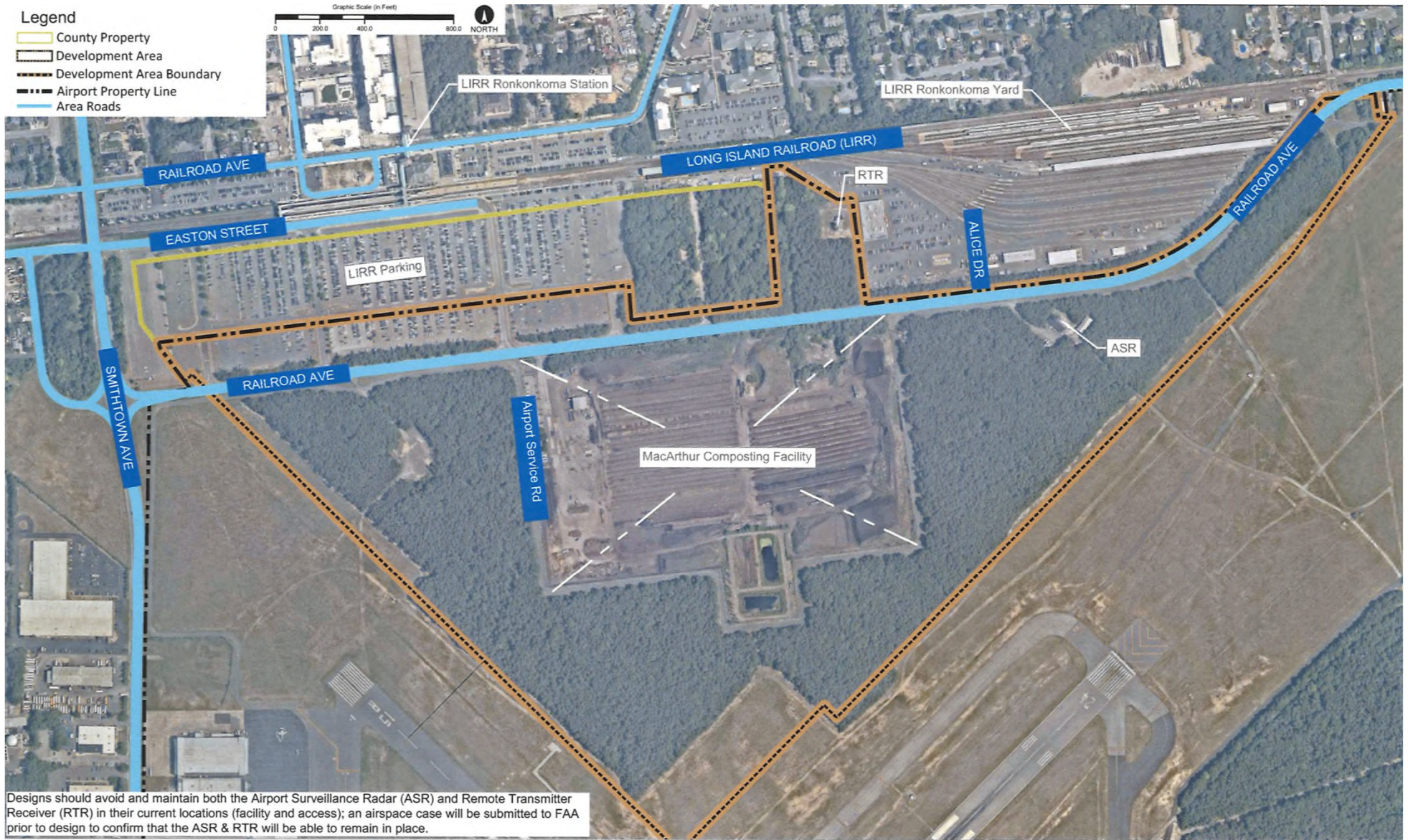
Yes
No

Material Changes in Financial Condition

Please explain:

APPENDIX C: ATTACHMENTS

ATTACHMENT 3 - NORTH DEVELOPMENT AREA AND VICINITY



ATTACHMENT 4 - SOUTH TERMINAL AREA AND VICINITY

