

# TOWN OF ISLIP



## REQUEST FOR QUALIFICATIONS

Long Island MacArthur Airport (ISP)  
Airport Terminal and Rail Integration

- [Initial Release: April 8, 2025](#)
- [Addendum No. 1: June 18, 2025](#)
- [Addendum No. 2: July 15, 2025](#)

~~Initial Release: 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~~

**Stage 1 Statement of**  
**Qualifications Submissions Due**  
**By:**  
**August 14, 2025**  
**no later than 3:00 p.m., local time**

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Release of ~~June 18~~ July 15, 2025

## **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 six (6) commercial carriers: Southwest, Frontier, JetBlue, Breeze, Cape Air, and Avelo Airlines. In 2024, JetBlue began service to ISP and, in 2025, JetBlue has already announced a fourth destination from ISP. 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.<sup>1</sup>
- 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 Terminal 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 infrastructure 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](#) utilities 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

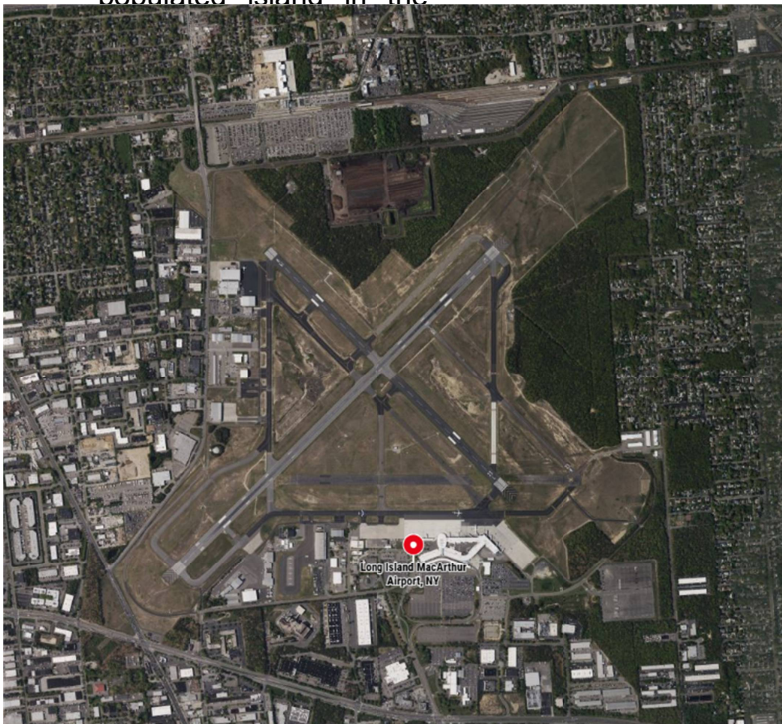
<sup>1</sup> Refer to Appendix A for abbreviations and definitions of capitalized terms used in this RFQ, and for the rules of interpretation that govern this RFQ.

modernization of the ~~existing terminal area~~ Existing Terminal on the south side of the Airport's property with a dedicated 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



ISP covers 1,311 acres

in addition to commercial service, ISP has a thriving general aviation sector.



Release of ~~June 18~~July 15, 2025

Map:

[bing.com](http://bing.com)

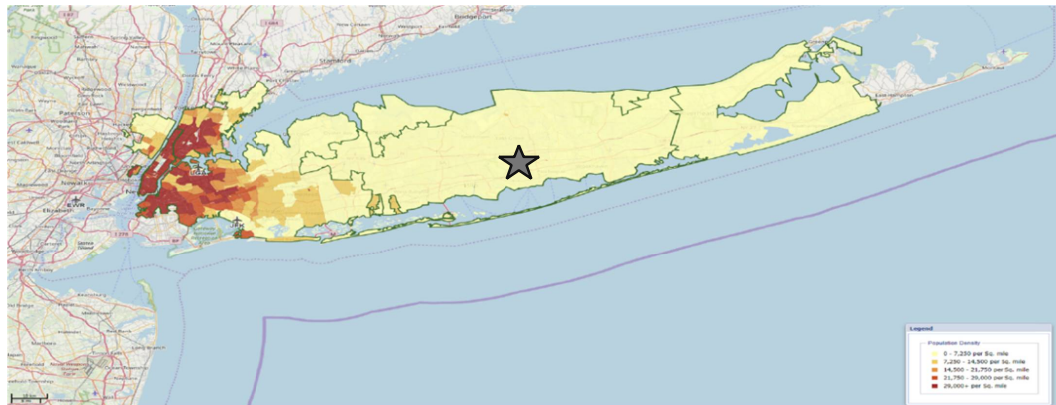
- e. Over the past decade, the Town has made a focused and strategic effort to modernize the Airport's facilities. It invested more than \$130 million in the airfield along with improvements to the ~~terminal~~ Existing Terminal and other buildings. During the same ten-year period, the Town has aggressively 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 six (6) carriers serving eighteen (18) 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](http://www.ISPterminal.com).



Map: Town

**LOCAL POPULATION DENSITY MAP:**

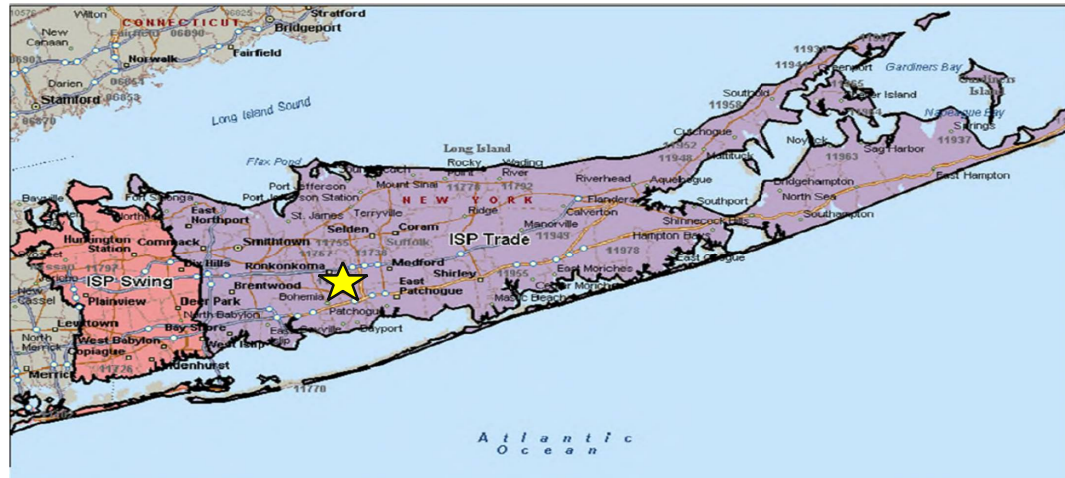


Map: Landrum and Brown, Inc.

- 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 only 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 metropolitan 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 (“PALs”) used in the Airport’s 2022 Terminal Planning Study are:

<u>Projected</u> PAL 1	1,660,152 <del>Annual</del> <u>Passengers</u> <u>annual passengers</u>
<u>Projected</u> PAL 2	1,765,800 <del>Annual</del> <u>Passengers</u> <u>annual passengers</u>
<u>Projected</u> PAL 3	1,805,400 <del>Annual</del> <u>Passengers</u> <u>annual passengers</u>
<u>Projected</u> PAL 4	1,843,600 <del>Annual</del> <u>Passengers</u> <u>annual passengers</u>
<u>Projected</u> PAL 5	1,892,000 <del>Annual</del> <u>Passengers</u> <u>annual passengers</u>

## 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~~ during Stage 2 of the RFQ. ~~In order to~~ 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~~ 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~~ 3.2.c. 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 will 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 (PFCs), 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 process.
- i. The Town may, in its sole discretion, provide compensation for services performed by the Developer during the ~~pre-development~~ PDA phase under the PDA and any Design Direct Agreement. The Town will not ~~otherwise~~ directly contribute Town funds to ~~this~~ the 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 to the extent 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~~ consider 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 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 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 in 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 to submit a Stage 2 SOQ, ~~as~~ (such Proposers, the "Shortlisted Proposers").
  - i. RFQ Stage 1. The issuance of this RFQ commences Stage 1 of this RFQ process. After the Pre-SOQ One-on-One Meetings in Stage 1 ~~one-on-one meetings~~, the Town ~~will issue~~ issued, by Addendum, a term sheet in the form of Attachment 1A to this RFQ containing the major proposed terms for the PDA (the "PDA Term Sheet") 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 Stage 1 SOQ, Proposers must specify whether they are proposing on the North Terminal Option or the Existing Terminal Option and provide a short but detailed explanation of the basis for their choice of which option to pursue (the "Terminal Option Preference Statement"). The Town will use the Terminal Option Preference Statement for informational purposes only, including to understand the Proposers' collective views of each option's risks and benefits. The Terminal Option Preference Statement will not be evaluated as part of the scored evaluation criteria for Stage 1 SOQs and is not binding on Proposers.
  - 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 Pre-SOQ One-on-One Meetings in Stage 2 ~~one-on-one meetings~~, the Town will issue a form of PDA by Addendum, based upon the previously issued PDA Term Sheet, with an updated proposed term sheet for the Terminal Agreement (the “Terminal Agreement Term Sheet”). 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~~, including through Stage 2 ~~addendum~~ Addenda, 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 in 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, or construction of a hotel.
- c. The ~~proposals~~ SOQs 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. The Terminal Connector 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~~ may submit RFQ Questions regarding the RFQ, including, once issued, the form of PDA, in accordance with Section ~~6.46.4~~ 6.46.4 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 pre-development 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 development 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~~ 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 a 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 Projected 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~~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~~ option 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 Opportunity 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~~people 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~~developing 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.
- i. In accordance with Section 1.3.b, Proposers desiring to propose on the North Terminal Option 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, or construction of a hotel.

#### **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~~ Projected PALs, 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 operating traditional, mass transit buses or shuttles whether such are operated by drivers or retrofitted for alternative or autonomous operations. The Town desires an innovative solution that enhances the appeal of the train-to-plane connection. This includes, for example, an automated people mover or a purpose-built autonomous (Level 4 or 5) transit passenger vehicle system operating in a dedicated lane or guideway.
  - 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 Existing 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~~ in the "Southwest Airlines Lease Area" 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 ~~en~~in 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;i 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 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~~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~~ Addendum during Stage 2. The Town intends to prepare the form of PDA based upon the PDA Term Sheet. 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 Airport 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~~ 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~~Firm work as set forth in the PDA.

- d. The Town may, subject to the approval of the Town Board, 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. The 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~~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), the 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 described herein. 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 may 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~~ by Addendum during 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~~ by Addendum during 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~~ during Stage 2 ~~SOQ of the RFQ~~ process.

#### 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~~ Airport 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~~ Airport Employees that are commensurate with the compensation that they currently enjoy. The Town will provide a list of positions by ~~an addendum~~ 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~~ regarding 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”) or Railroad Rehabilitation and Improvement Financing (RRIF) loan to fund all or part of the Opportunity. However, if, at any time, with the Town’s express consent, a TIFIA or RRIF 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
<b>Stage 1</b>	
RFQ Issuance	April 8, 2025
<b>Deadline (by 5:00pm ET):</b> <ul style="list-style-type: none"> <li>- To Register for Pre-Stage 1 SOQ Conference and Site Tour</li> <li>- To Request a One-on-One Meeting (one-on-ones restricted to those which have already submitted a Notice of Intent)</li> <li>- Submission Instructions in Section 6.2</li> </ul>	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
<del>Estimated Date of</del> Issuance of Addendum with Initial Term Sheet for PDA and Terminal Agreement	June 18, 2025
<u>Submission</u> Deadline for <del>Submission of</del> Stage 1 SOQ-RFQ Questions (by 5:00pm ET)	July 1, 2025
<del>Last date for</del> Issuance of <u>Final</u> Stage 1 SOQ- <del>Addenda</del> <u>Addendum</u> (by 11:59pm ET)	July 15, 2025
Stage 1 SOQ Due Date (by 3:00pm ET)	August 14, 2025
<b>Stage 2</b>	
<u>Issuance of Notice of Intent to Shortlist</u>	<u>Early September</u>

<del>Stage 2 Commences by</del> Issuance of Stage 2 RFQ Addendum to Shortlisted Proposers <sup>2</sup>	Early September <del>2025</del>
<del>Pre-Stage</del> <u>Initial Stage 2 SOQ Pre-SOQ</u> One-on-One Meetings	<del>October</del> <u>September 18-19</u> 2025
<u>Initial Submission</u> Deadline for <del>Submission of</del> Stage 2 SOQ RFQ Questions ( <del>by 5:00 pm ET</del> ) <u>(by 11:59pm ET)</u>	<del>October</del> <u>September 23,</u> 2025
<u>Anticipated Issuance of Stage 2 Addendum</u> <del>Estimated Date of Issuance of Addenda and Form of PDA with updated Term Sheet for Terminal Agreement</del> <u>(with form of PDA and Terminal Agreement Term Sheet)</u>	October <del>November</del> <u>1,</u> 2025
<u>Final Stage 2 Pre-SOQ One-on-One Meetings</u>	<u>October 9-10 2025</u>
<u>Final Submission Deadline for Stage 2 RFQ Questions</u> <u>(by 11:59pm ET)</u>	<u>October 15, 2025</u>
<u>Anticipated Issuance of Final Stage 2 Addendum</u>	<u>October 22, 2025</u>
Stage 2 SOQ Due Date ( <del>3</del> <u>by 11:00pm</u> <del>59pm</del> ET)	November <del>December</del> <u>12,</u> 2025
<u>Interviews (if any)</u>	<u>Early December</u>
Anticipated Selection of Preferred Proposer, <del>Interviews (if any)</del> , <u>Issuance of Notice of Intent to Award and Execution of PDA</u>	December 2025

## 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~~ Proposers 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, at: ISPterminal@islipny.gov.

<sup>2</sup> ~~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.~~

**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~~ was required to 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”).
- b. Through the submission of a Stage 1 SOQ, Prospective Proposers that submitted a timely Notice of Intent Submission are permitted to add and supplement Principal Participants relative to those initially identified in their Notice of Intent Submission (including to incorporate types of Principal Participants which were not initially identified). However, such additions and supplements shall not replace the Proposer or the lead Principal Participant(s) identified in such submission to fundamentally alter the prospective Proposer team as the Town may determine in its discretion. After the Stage 1 SOQ Due Date, Section 8.4 applies to Organizational Changes.
- c. **-IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THE PROCUREMENT CONTEMPLATED IN THIS RFQ, PROSPECTIVE PROPOSERS ~~MUST~~ WERE REQUIRED TO 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~~ was required to:

- i. be in the form of Form Notice of Intent attached ~~hereto as in~~ 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.

- d. ~~e.~~ **PROPOSERS THAT ~~DO~~DID NOT REQUEST A ONE-ON-ONE MEETING IN THE NOTICE OF INTENT ~~WILL~~WERE NOT ~~BE~~—ELIGIBLE FOR A ONE-ON-ONE MEETING DURING STAGE 1 OF THE RFQ, BUT ~~WILL~~ARE STILL BE OTHERWISE ELIGIBLE TO PARTICIPATE IN THE PROCUREMENT IF THEY ~~SUBMIT~~SUBMITTED 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~~was held at the date and time indicated in the Procurement Schedule. At the presentation, Town staff and advisors ~~will provide~~provided an overview of the Opportunity, ~~review~~reviewed the RFQ package, schedule of events, evaluation process, submission requirements, and forms to be completed.
- b. Proposers ~~must~~were required to 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~~was not required as a condition to submit a SOQ, ~~although it is strongly encouraged.~~
- c. The pre-Stage 1 SOQ informational presentation ~~will be~~was held in person and followed by a site visit.
- d. Questions asked during the informational presentations and site visits, if permitted, may ~~be~~have been answered informally; however, all questions for which a Proposer desires a written response must be submitted in writing in accordance with Section ~~6-56.4.~~

### 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~~on a rolling basis.

#### 6.4.2. Form and Submission of RFQ Questions

- a. All RFQ Questions must be in the form of Form CMT 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~~Any confidential RFQ Questions must be submitted in compliance with Section ~~4411.b.~~
- 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 and the disclosure limitations in Section 11, 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~~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~~ an may be held in person, via video conference, or in a hybrid fashion allowing Proposers to participate both in person and via 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~~ On the date specified by the Town in a written notice or otherwise no later than three (3) ~~Business Days~~ 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); and
  - iii. any information materials to be discussed, provided that such materials are in compliance with Section 11.b to the extent applicable.
- 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 option 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~~ in accordance with 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~~ clarify 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~~ regarding 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 will 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~~ 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~~ in this Section 7 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 7, 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~~ Section 7.2.2.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 Persons 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 of:
- i. the County or any County authority; ~~;~~
  - ii. ~~the State of New York or any State authority, FAA, USDOT, MTA, Amtrak, or the LIRR, and Suffolk County~~;
  - iii. the FAA;
  - iv. the USDOT;
  - v. the MTA;
  - vi. Amtrak (officially the National Railroad Passenger Corporation);
  - vii. the LIRR;
  - viii. ~~ii.~~ Kaplan Kirsch LLP;
  - ix. ~~iii.~~ Frasca & Associates, LLC;
  - x. ~~iv.~~ Landrum and Brown, Inc.; and
  - xi. ~~v.~~ any other ~~person or entity~~ Person 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**

#### **8.1.1. General Requirements**

- 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 8.1.2 and Section 8.1.3, 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~~institutes 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. During the RFQ process, Proposers shall not engage a Construction Firm or, with respect to the Existing Terminal Option, a Connector System Firm.
  - 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 rolling stock or 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 the 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 the 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”)~~ Subject to Section 8.4.2, no Proposer will at any time from the Stage 1 SOQ Due Date to the date of the public announcement of the identity of the Shortlisted Proposers permit or undertake any Organizational Change.

**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 Procurement Contact 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~~ Applicable Law 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~~ 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~~ accordance with its Reserved Rights, 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) refer to the period of relevant time dating from prior to the SOQ Due Date for the Stage 1 SOQ or the Stage 2 SOQ as the case may be.
- e. Information in response to a single submission requirement will be separated for each separate entity (e.g. by each 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 Instructions

- 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 submitted electronically in accordance with the following Section 12.3.2.c and received by the SOQ Due Dates. Only SOQs timely submitted will be accepted. ~~Delayed submittals~~ Late SOQs will not be reviewed.
- c. Proposers must follow the directions below to submit an SOQ electronically:
  - i. email the Procurement Contact with the following subject line (modifying as appropriate to reflect the relevant SOQ and Proposer entity): ISP Terminal RFQ – [Stage 1 SOQ / Stage 2 SOQ] Access Request – [Proposer Name];
  - ii. provide such request no later than 24 hours in advance of the relevant SOQ Due Date in order to receive a response and ensure access to the upload site works correctly;
  - iii. if the Proposer is eligible to submit a Stage 1 SOQ, having timely submitted a Notice of Intent Submission, or a Stage 2 SOQ, being a Shortlisted Proposer, then the Procurement Contact will provide a link and instructions for securely submitting the SOQ; and
  - iv. submit the relevant SOQ by the relevant SOQ Due Date in accordance with the provided instructions.
- d. Any technical issues or questions should be directed to the Procurement Contact prior to the relevant SOQ Due Date. It is strongly encouraged to request access to the site in advance of such dates.

### 12.3.3. Joint Ventures

- a. If a Proposer or any Principal Participant is expected to be a ~~joint-venture~~ Joint Venture, or a newly formed or special purpose entity, then all members or partners of that ~~joint-venture~~ 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 [for Stage 2 SOQs](#) (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)
<b>Part A: Cover Documents (PASS/FAIL)</b>			
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
<b>Part B: Administrative Submittals (PASS/FAIL)</b>			
1.	Proposer Team Information Sheet / Form B	Completed Proposer Team Information Sheet in the form attached as Form B.	N/A
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
4.	Terminal Option Preference Statement	Statement in accordance with Section 1.3.a.i of the RFQ, including specific discussion of whether the Proposer proposes the North Terminal Option or the Existing Terminal Option and the reasoning for this choice	10 pages

		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 (pre-development and permitting, Terminal Agreement negotiation, financing, delivery, operation, and air service development); and handover upon expiration.	
<b>Part C: Experience and Qualifications (SCORED)</b>			
<b>Section C-1: Proposer Organization</b>			
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; and</p> <p>(b) 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 <del>in light of</del> <u>considering</u> 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 terminals and, if proposing for the Existing Terminal, projects similar to the Terminal Connector.</p> <p>The narrative should <del>cross-refer</del> <u>cross-refer</u>, where appropriate, to relevant information disclosed in the completed Forms.</p>	5
3.	Proposer Organization Chart	<p>Organization chart(s) for the Proposer:</p> <p>(a) identifying the role and relationship of and among each Principal Participant;</p>	4

		<p>(b) identifying the employment of each Key Personnel;</p> <p>(c) demonstrating the management and reporting structure of the Proposer; and</p> <p>(d) illustrating the ownership for each Principal Participant as disclosed in the submitted Forms.</p> <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>	
<b>Section C-2: Proposer Experience</b>			
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/or<sup>3</sup> operating and maintaining, projects of similar scope and complexity to the Opportunity.</p> <p>Such reference projects must:</p> <p>(a) have been completed within the past seven (7) years or currently be under contract; and</p> <p>(b) have a capital cost of \$100 million or more.</p> <p>Furthermore:</p> <p>(i) at least one (1) reference project must include <u>a</u> new airport terminal development or an airport terminal capital improvement program / expansion / re-design;</p> <p>(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);</p> <p>(iii) at least one (1) reference project must involve a major airport construction project in the United States;</p>	4 per Form G-1, including attachments (one form per project)

<sup>3</sup> ~~Note to Draft:~~ updated per TOI response #2.

		<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 an intermodal connection similar to the Terminal Connector component.</p>	
2.	<del>Opportunity</del> 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/or <sup>4</sup> operating and maintaining, projects of similar scope and complexity to the Opportunity.	20
3.	Reference <del>Opportunity</del> Project Information Sheet - Operations / Form D-2	<p>Completed Reference <del>Opportunity</del> Project 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 <del>Project</del> the Opportunity.</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 experience must include management, operation, and/or maintenance of an airport terminal with over 750,000 enplaned passengers annually; and</p> <p>(ii) at least one (1) reference experience must involve an airport in the United States.</p>	4 per Form G-2, including attachments (one form per Opportunity)
4.	Operating and Maintenance Experience Narrative	Narrative describing the qualifications and relevance of the Proposer's and/or Principal Participants' experience as documented in the	15

<sup>4</sup> ~~Note to Draft:~~ updated per TOI response #2.

		<p>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 Opportunity, 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> <p>(a) in managing terminals of similar or larger size and capacity to the Existing Terminal Option or North Terminal Option;</p> <p>(b) experience with international arrivals needing to clear CBP facilities and security;</p> <p>(c) experience with terminal management in the United States including interaction with FAA, TSA, and CBP personnel;</p> <p>(d) experience in the management, operation, and/or maintenance of an airport terminal with over 750,000 enplaned passengers annually;</p> <p>(e) experience managing— an intermodal connection at an airport similar to the Terminal Connector component; and</p> <p>(f) experience negotiating and managing airline use and lease agreements, concession agreements, and agreements with other airport tenants.</p>	
5.	Reference Project Information Sheet – Financing / Form D-3	<p>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 are similar to the potential risks and issues related to the Opportunity.</p> <p>At least one (1) reference <del>Opportunity</del><u>project</u> must include equity and debt financing of an airport project.</p>	4 per Form D-3, including attachments (one form per project)
6.	<del>Opportunity</del> –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 D-3 submissions and otherwise with respect to financing.</p> <p>The narrative must address Proposer’s ability</p>	15

		to raise equity and debt financing, with specific reference to qualifications, capacity, and experience which demonstrate such ability.	
<b>Section C-3: Key Personnel Availability, Experience, and Qualifications</b>			
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 Opportunity 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 <del>Resume</del> Resumes	Resumes for each Key Personnel.	2 pages (per resume)
<b>Section C-4: Opportunity Understanding and Approach</b>			
1.	Preliminary Understanding of Opportunity and Approach Narrative	<p>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 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 Opportunity ;</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),</p>	25

		<p>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; pre-development 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 elements of the Opportunity, with specific discussion of how such issues and risks could be addressed under the PDA or Terminal Agreement.</p>	
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</p>	15

		<p>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>	
<b>Section C-5: Inclusivity</b>			
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> <p>(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.</p>	5
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
<b>Section C-6: Financial Capacity</b>			
1.	Financial Officer’s Certificate / Form E	Completed Financial Officer’s Certificate in the form attached as Form E <u>in accordance with Section 14.3.2 of this RFQ.</u>	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 <del>14.3</del> <u>14.3.1</u> of this RFQ.	N/A
4.	Interim financial statements	<p>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.</p> <p>Entities should follow the instructions applicable to the audited financial statements regarding submission of consolidated or non-consolidated interim financial statements.</p> <p>Interim financial statements are also subject to the instructions relating to financial statements provided in Section <del>14.3</del> <u>14.3.1</u> of <u>this RFQ.</u></p>	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. Proposers 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~~ 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~~ 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~~ 14.3.1:
  - 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 not 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~~ 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 statements are required hereby to be submitted by this RFQ) 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~~ SOQ, 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 the 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~~ During either Stage 1 or Stage 2, the Town may, in its discretion, conduct interviews with one or more ~~Shortlisted~~ Proposers in addition to the ~~one-on-one meetings~~ Pre-SOQ 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~~Evaluation 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~~ shortlist Proposers and select 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~~ Form C-1, 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~~ Reserved Rights, the Town will evaluate SOQs, shortlist Proposers, and select the Preferred Proposer as described below:
  - i. Stage 1 Responsiveness ~~–Review:~~ the Town will evaluate each Stage 1 SOQ on a pass/fail basis according to the Responsiveness ~~and eligibility criteria~~ Criteria described in Section 16.3.1.
  - ii. Stage 1 Scoring of ~~Qualifications – the~~ Substantive Evaluation Criteria: The Town will score each Stage 1 SOQ according to the ~~qualifications criteria~~ Stage 1 Substantive Evaluation 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. Stage 2 Responsiveness Review: The Town will evaluate each Stage 2 SOQ on a pass/fail basis according to the Responsiveness Criteria described in Section 16.3.1.

- v. Stage 2 Scoring of Substantive Evaluation Criteria: The Town will score each Stage 2 SOQ according to the Stage 2 Substantive Evaluation Criteria described in Section 16.3.3.
- vi. ~~iv.~~ Selection of Preferred Proposer ~~—the:~~ 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)~~ Criteria and scored ~~evaluation—criteria~~ based on the Substantive Evaluation Criteria, each as further described ~~below~~ in this Section 16.3.

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

In reviewing SOQs for Responsiveness ~~(pass/fail—criteria)~~ 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~~ Substantive 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:—

<del>Scored</del> <u>Substantive</u> 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"> <li>financing experience (involving equity and debt) for infrastructure projects, including consideration of projects similar to the Opportunity and the Objectives;</li> <li>financial strength and capacity relevant to Opportunity financing and to general solvency and capacity to sustain the work; and</li> <li>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.</li> </ul>	-25
Proposer Team organization, Experience, and Qualifications (Re. SOQ Section C-1, Section C-2, Section C-3, and Section C-5)	Proposer’s Team organization and structure and the qualifications, experience, and expertise relevant to the Opportunity and the Objectives, including consideration of the following: <ul style="list-style-type: none"> <li>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;</li> <li>negotiating airline lease and use agreements;</li> <li>managing airport terminal operations;</li> <li>delivering capital improvement programs on time and within budget;</li> <li>successfully enhancing airport passenger options including by adding new routes and carriers;</li> <li>managing public infrastructure; and</li> <li>past performance.</li> </ul>	-40
Opportunity Approach and Understanding (Re. SOQ Section	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	-20

C-4)	<p>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 <b>not</b> 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>	
Customer Experience Approach and Understanding	Proposer’s analysis and approach to creating a better customer experience and intermodal connectivity for passengers and employees.	15

**16.3.3. Stage 2 Scored Evaluation Criteria**

a. The ~~scored evaluation criteria~~ Substantive Evaluation Criteria for Stage 2 SOQs will be provided to Shortlisted Proposers ~~following~~ during Stage ~~1 of the procurement~~ 2.

**16.4. Requests for Clarification**

- a. ~~The Proposer~~ Proposers 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 an~~ an 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 (each a “Request for Clarification” or an “RFC”) a Proposer regarding its SOQ at any time prior to shortlisting Proposers or finalizing the selection of the Preferred Proposer. All ~~clarification requests~~ RFCs and responses to the same 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~~ Evaluation Committee will recommend to the Town 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 Town 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 ~~4~~1B, 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~~Evaluation 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, AND RULES OF INTERPRETATION

#### 18.1. Abbreviations

ACDBE	Airport Concessions Disadvantaged Business Enterprise
<u>ADA</u>	<u>Americans with Disabilities Act</u>
<u>AIP</u>	<u>Airport Improvement Program</u>
CBP	United States Customs and Border Patrol
DBE	Disadvantaged Business Enterprise
FAA	Federal Aviation Administration
FIS	Federal Inspection Services
FOIL	Freedom of Information Law
<u>IATA</u>	<u>International Air Transport Association</u>
LIRR	Long Island Rail Road
MTA	Metropolitan Transportation Authority
N/A	Not Applicable
NEPA	National Environmental Policy Act, <del>42 U.S.C. § 4321 et seq., as amended and as it may be amended from time to time</del>
<u>NPIAS</u>	<u>National Plan of Integrated Airport Systems</u>
<u>NYSDEC</u>	<u>New York State Department of Environmental Conservation</u>
PDA	Pre-Development Agreement
<u>PFC</u>	<u>Passenger Facility Charge</u>
RAISE	Rebuilding American Infrastructure with Sustainability and Equity grant program

RFQ	Request for Qualifications
<a href="#"><u>RRIF</u></a>	<a href="#"><u>Railroad Rehabilitation and Improvement Financing</u></a>
SEQRA	State Environmental Quality Review Act
SOQ	Statement of Qualifications <del>a</del>
<a href="#"><u>SPDES</u></a>	<a href="#"><u>State Pollutant Discharge Elimination System</u></a>
<a href="#"><u>SWPPP</u></a>	<a href="#"><u>Stormwater Pollution Prevention Plan</u></a>
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	means that individual or firm which will be primarily responsible for air service development, which will be

“Manager” a Key Personnel (if an individual) or Principal Participant (if a ~~Firm~~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.

“Applicable Law” means:

- a. statute, law (including common law), code, regulation, ordinance or rule;
- b. binding judgment, judicial or administrative order or decree;
- c. written directive, guideline, policy requirement, methodology or other governmental restriction or requirement (including those resulting from an initiative or referendum process); and
- d. similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any governmental authority,

in each case that is applicable to or has an impact on the Opportunity.

“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.

“Commissioner” means the Commissioner of Aviation and Transportation.

“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 <del>provision specifies working days</del> <u>otherwise specified</u> .
“Department”	means the Town’s Department of Aviation and Transportation.
<u>“Design Direct Agreement”</u>	<u>has the meaning given to it in Section 1.2.d.</u>
<u>“Design Lead”</u>	<u>has the meaning given to it in Section 8.2.b.</u>
“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 pre-development 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.
<u>“Equity Member”</u>	<u>means the member(s) of the Proposer team, which will contribute non-debt funding for the purpose of financing the Opportunity.</u>
<u>“Evaluation Committee”</u>	<u>means the Town’s committee for review and evaluation of the SOQs as described in Section 16.1.</u>
“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 as further described in Section <del>2.4</del> <u>2.4.4</u> .
<u>“Form”</u>	<u>means each form attached to this RFQ in Appendix B.</u>
<del>“Form</del> <u>Grant Assurances”</u>	means <del>any form attached to this RFQ</del> <u>the provisions within a federal grant agreement to which the recipient of federal airport development assistance</u>

has agreed to comply in consideration of the assistance provided, as required by 49 U.S.C. § 47107 and other Applicable Law.

“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.

“Islip” means the town of Islip, New York.

“ISP” means Long Island MacArthur Airport.

“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 ~~8.28.2~~.

“~~Key Personnel Change~~Lead Construction Manager” means:

- ~~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; or~~
- ~~b. any material diminishment in the qualifications of any Key Personnel specifically identified in a Proposer’s SOQ.~~ means the member of the Proposer team, which will be responsible for construction management of the Opportunity as a whole, but which will not act as a Construction Firm on the Opportunity.

“Lead Design Firm” means the ~~Member~~ 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~~member of the Proposer Team, which will be primarily responsible for overall Opportunity delivery, oversight, planning, and strategy.

“Lead Terminal Operator” means the member of the Proposer Team, which will be responsible for operating and maintaining the Opportunity following substantial completion of the Opportunity

“Minimum Technical Requirements” ~~has~~means the ~~meaning~~minimum technical requirements provided in Section ~~2.22.2~~.

“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 the 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 further described in Section ~~2.32.3~~.

“Notice of Intent Submission” has the meaning provided in Section ~~6.26.2.a~~.

“~~O&M Lead~~Objectives” 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~~Town’s goals and objectives provided in Section 2.1.

“~~Objectives~~Opportunity” has the meaning provided in Section ~~2.11.1.f~~.

“Opportunity Leader” has the meaning ~~provided~~given to it in Section ~~4.1.g~~8.2.a.

“Organizational Change” means:

- a. the deletion, substitution, addition, or other change in composition of any Principal

Participant, Key Personnel, or Subcontractor specifically identified in a Proposer's SOQ, or any material changes in the role or scope of work of such Principal Participant, Key Personnel, or Subcontractor;

- b. the material alteration of the relationships or responsibilities among the Principal Participants, Key Personnel, or any Subcontractor specifically identified in a Proposer's SOQ as compared to how such relationships and responsibilities were described in its SOQ;
- c. any material diminishment in the qualifications of any Principal Participant, Key Personnel, or Subcontractor specifically identified in a Proposer's SOQ;
- d. 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).

<u>“PALs”</u>	<u>means the Airport’s Projected Planning Activity Levels.</u>
“PDA”	means the Pre-Development Agreement.
“PDA Term Sheet”	has the meaning given to it in Section 1.3.a.i.
“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 <del>North Terminal Opportunity, as further described in Section 3.2.</del>
“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”	<del>has the meaning provided</del> <u>means those meetings described</u> in Section <del>6.5.1.a</del> <u>6.5</u> .
“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 <del>6.1.c</del> <u>6.1.c</u> .
<del>“Procurement Documents”</del>	<del>means this RFQ, any Addenda, and any addenda thereto.</del>
“Procurement Schedule”	means the <del>procurement</del> —schedule for this procurement set forth in Section <del>5.5</del> , <del>or</del> as amended <u>from time to time in accordance with this RFQ.</u>
“Procurement Website”	means the website established by the Town for this procurement, as set forth in Section 6.1.a.
<u>“Project Manager”</u>	<u>has the meaning given to it in Section 8.2.f.</u>

“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, <del>including without limitation Shortlisted Proposers.</del>
<u>“Public Relations and Communications Lead”</u>	<u>has the meaning given to it in Section 8.2.e.</u>
“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 <del>and</del> , <u>as amended by</u> any Addenda.
<u>“Request for Clarification”</u>	<u>has the meaning given to it in Section 16.4.b.</u>
<u>“Reserved Rights”</u>	<u>means the Town’s reserved rights described in Section 10.</u>
<u>“Responsiveness Criteria”</u>	<u>means the criteria described in Section 16.3.1.</u>
<u>“Restricted Contact Period”</u>	<u>has the meaning given to it in Section 7.2.1.a.</u>
“Restricted Party(ies)”	has the meaning provided in Section <del>7.2.1</del> <u>7.2.1</u> .
<u>“RFC”</u>	<u>means the Requests for Clarification.</u>
“RFQ Questions”	has the meaning provided in Section <del>6.46.4</del> .
“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 <del>16.2(b)</del> <u>16</u> .
<u>“SOQ”</u>	<u>means any statement of qualifications submitted by a Proposer in response to this RFQ, including any Stage 1 SOQ and Stage 2 SOQ.</u>
“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"	<del>The</del> <u>means the</u> first stage of the <del>Procurement for the Services</del> <u>RFQ process</u> 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.
<u>"Stage 1 Substantive Evaluation Criteria"</u>	<u>means the criteria described in Section 16.3.2.</u>
"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.
<u>"Stage 2 Substantive Evaluation Criteria"</u>	<u>means the criteria described in Section 16.3.3.</u>
"State"	means the State of New York.
<del>"Statement of Qualifications (SOQ)"</del>	<del>means any statement of qualifications submitted by a Proposer in response to this RFQ, including any Stage 1 SOQ and Stage 2 SOQ.</del>
"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.
<u>"Substantive Evaluation Criteria"</u>	<u>means the Stage 1 Substantive Evaluation Criteria and Stage 2 Substantive Evaluation Criteria.</u>

“Terminal Agreement”	has the meaning provided in Section <del>1.2.e</del> <u>1.2.e</u> and <u>further described in Section 3.3.</u>
“Terminal Agreement Term Sheet”	has the meaning given to it in Section 1.3.a.ii.
“Terminal Connector”	has the meaning provided in Section <del>2.4.e</del> <u>1.2.a.ii.</u>
<u>“Terminal Operator Lead”</u>	<u>has the meaning provided in Section 8.2.c.</u>
<u>“Terminal Option Preference Statement”</u>	<u>has the meaning provided in Section 1.3.a.i.</u>
“Town”	means the town of Islip, New York.
<u>“Town Board”</u>	<u>means the legislative body of the Town.</u>
<u>“Town Supervisor”</u>	<u>means the presiding officer and a member of the Town Board.</u>

### 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~~ regarding 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 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 CMT	Form of RFQ Question
Form NOI	Notice of Intent Submission
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 <del>Opportunity</del> <u>Project</u> Information Sheet - Design and Development
Form D-2	Reference <del>Opportunity</del> <u>Project</u> Information Sheet - Operations
Form D-3	Reference <del>Opportunity</del> <u>Project</u> 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 separately provided.

Attachment	Name
Attachment 1A	Pre-Development Agreement Term Sheet
Attachment 1B	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 ( <u>Indicative Term Sheet for</u> ) 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