Request for Proposals
to
Develop, Market, Lease, and Manage

Food and Beverage, Travel Essentials, Specialty Retail, Duty Free and Services Concessions
at
John F. Kennedy International Airport, Terminal 8

Updated by:

American Airlines

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Request for Proposals to
Develop, Lease, Market and Manage the Concessions Program at
John F. Kennedy International Airport, Terminal 8
American Airlines, Inc.

TABLE OF CONTENTS

I. INTRODUCTION AND SCHEDULE 4

II. CONCESSIONS PROGRAM VISION 5

III. JFK T8 BACKGROUND AND PROGRAM DATA 6

A. Historical Enplanements 6
B. Nonstop Destinations Served from Terminal 8 (subject to change) 7
C. Existing Concessions Program 8

IV. ONGOING IMPROVEMENTS AND CHANGING PASSENGER MIX 8

A. Enplanement Forecast 9

V. DEVELOPMENT, MARKETING, LEASING AND MANAGEMENT OF THE PROGRAM 10

A. Initial Responsibilities Upon Execution of Contract 10
B. Ongoing Responsibilities Upon Execution of Contract 12
C. Street Pricing Requirements 14
D. Employee Discount Requirement 14
E. ACDBE Participation 14
F. LBE Participation 16
G. MWBE Participation 16
H. Labor Harmony and Employee Retention 17
I. Americans with Disabilities Act (ADA) 17
J. Non-Discrimination 17
K. Minimum Wage Requirements 17
L. Consumer Services 17
M. Contract Term 17
N. Compensation to American and the Port 18
O. Central Receiving & Distribution Warehouse (CRDW) 18
P. Sustainability 18

VI. RFP PROCESS 18

A. Proposal Due Date and Time 18
B. Information Meetings and Airport Tours 19
C. Questions and Interpretation of the RFP 19
D. Minimum Qualifications 19
E. Proposal Withdrawal 20
F. Award and Execution of Contract 20
G. Evaluation Criteria 20
H. Reservation of Rights 22
I. Consent to Investigate 23
J. Respondent Interviews 23

K. Respondent's Cost of Proposal Preparation 23
L. Representation by Brokers 23
M. Ownership 23
N. Disclaimer 23

VII. PROPOSAL SUBMITTAL REQUIREMENTS 24

A. Transmittal Letter 25
B. Experience and Qualifications 25
C. Development Plan 26
D. Program Management 27
E. Financial Proposal 29
F. Financial Statements 29
G. Other Information 30
H. Confidentiality 30
I. Conflict of Interest 31
J. Standards of Business Conduct 31

EXHIBIT A – HISTORICAL ENPLANEMENTS (2015-2019) 33

EXHIBIT B1 – TERMINAL DIAGRAM OF EXISTING CONCESSIONS SPACE 34

EXHIBIT B2 – TERMINAL DIAGRAM OF PROPOSED CONCESSIONS SPACE 35

EXHIBIT C – PLANNED TERMINAL IMPROVEMENTS 36

EXHIBIT D – ACDBE PARTICIPATION 39

EXHIBIT E – LOCAL BUSINESS ENTERPRISE PARTICIPATION 42

EXHIBIT F – FORM OF PROPOSAL BOND 43

EXHIBIT G – 2019 MONTHLY CATEGORY SALES 44

EXHIBIT H – AIRPORT MINIMUM WAGE POLICY 45

EXHIBIT I – ONE JFK VISION AND UNIFIED DESIGN ELEMENTS 46

EXHIBIT J – SUSTAINABILITY INITIATIVES 48

EXHIBIT K – CURRENT PROGRAM SUBLEASE STATUS BY UNIT (AS OF FEB 19, 2021) 49

EXHIBIT L – ADDITIONAL HISTORICAL SALES DATA 51

EXHIBIT M – CONSTRUCTION PERFORMANCE BOND EXAMPLE 54

I. INTRODUCTION AND SCHEDULE

American Airlines, Inc. ("American"), the operator of Terminal 8 ("T8" or the "Terminal") at John F. Kennedy International Airport ("JFK"), is seeking proposals from all interested and qualified respondents (the "Respondents" and each a "Respondent") to this Request for Proposals (this "RFP") to develop, market, lease, and manage the food and beverage, travel essentials, specialty retail, duty free, currency exchange, and services concessions, collectively referred to as the Concessions Program at T8 at JFK (the "Program").

American is seeking a qualified, experienced entity to assume management of all T8 concessions on the commencement date of the Contract (as defined below), and in a phased approach, to redevelop, market, re-sublease, and manage the Program. American expects the Respondent selected by American (the "selected Respondent"), following a competitive process, to make an investment in upgrading the Program. It is anticipated that the selected Respondent would enter into a definitive agreement with American in form and substance satisfactory to American (the "Contract") for a term to begin on or about April 1, 2022 and expire on December 31, 2036 (unless earlier terminated by American as provided in the Contract).

American's goals in issuing this RFP are to (1) redevelop the Program; (2) elevate the customer travel experience by providing a premier world-class concessions program through first-class service, quality concessions offerings, and value; (3) create a unique shopping and dining experience that sets T8 apart from other airport concession programs and captures the spirit of New York City; (4) promote competition; (5) maximize Program participation by local and disadvantaged businesses; (6) optimize concession revenues to American and the Port Authority; and (7) drive down operational costs through best practices in responsible management.

American intends to offer individual informational meetings and Terminal tours to qualified prospective Respondents during September and October 2021. Please see Section VI.B. of this RFP for information regarding the scheduling of meetings and tours. A tentative schedule for the RFP process, which is subject to change at American's discretion, is shown below in Table 1.

Table 1
Tentative Schedule for the RFP Process

RFP Milestone	Date
Issue RFP	Aug 6, 2021
Informational Meetings and Terminal Tours	Sep - Oct 2021
Deadline for Submittal of Written Questions	Sep 17, 2021
Responses to Written Questions	Oct 15, 2021
Proposals Due Date	Nov 19, 2021
Review and Evaluation of Proposals	Dec 2021 - Jan 2022
Respondent Interviews	Jan 2022
Execution and Commencement of Contract	Apr 1, 2022

II. CONCESSIONS PROGRAM VISION

American Airlines is committed to providing the highest level of customer service, both in the air and on the ground, a commitment which extends to our Concessions Program at JFK's Terminal 8. Our vision is to develop a world-class program that generates meaningful and memorable experiences unique to Terminal 8 – experiences that customers are excited to recount to friends, family and colleagues, that leave customers happy to have chosen American and partner airlines serving Terminal 8. We hope to achieve this vision by focusing our strategy, resources and development on the most important aspects of the Program including:

- Restaurant and shop offerings – we expect to see thoughtfully chosen restaurants and shops that appeal to JFK's specific customer mix; including a variety of local, national and international brands, with a special focus on local businesses who are known for exceeding customer expectations by delivering exceptional customer service, product quality and value; customers should be delighted to find familiar and reliable favorites and excited about amazing new discoveries that inspire repeat business as part of their future travel

- Customer service – one of the simplest yet most challenging things to get right, we want customers to leave Terminal 8 truly pleased with their time spent with American and our partner airlines at the Terminal; and because our interaction with customers is the most powerful tool we have to accomplish this, we expect everyone we work with to treat customers with the utmost care and respect in every interaction; all Program participants should be committed to providing a superior level of service to T8 customers

- Design – smart, forward-thinking, customer-centric and sustainability-minded design decisions should be the hallmark of concessions space development under the Program; knowing that JFK's terminal infrastructure and the flow of passengers through the terminal present unique design challenges and opportunities, design options should contemplate the needs of both customers and concessionaires; for customers – the space should be visually captivating, evoking a local NYC sense of place, creating a positive first impression and a unique and memorable atmosphere, and encouraging exploration of a variety of products and services; for concessionaires – the space should meet health and safety requirements, operational needs, and enable the high level of customer service that is our goal; ideally, some of the spaces should be more flexible in nature, facilitating the rotation of innovative concepts that keep things fresh and showcase local businesses, minimizing the need for substantial new investment, construction or renovation

- Technology – we are strong advocates of the pragmatic use of technology as part of the Program to enhance and transform the customer experience and create operational efficiencies for concessionaires; this might include mobile orders and payments, integrated POS technologies with real-time synchronization, queue management, customer surveys, real-time passenger flow data capture and analysis, communication tools, robotic operated concessions, virtual or augmented reality applications and other emerging or transformative technologies

- ACDBE and LBE Participation – the T8 Concessions Program should provide ample opportunity for participation by certified Airport Concession Disadvantaged Business Enterprises (ACDBE) and Local Business Enterprises[1] (LBE); participation by these companies will support the

[1] See Exhibit E for zip codes and locales from which businesses may qualify as LBEs

Program's vision, further elevate the customer experience and build valuable relationships with a diverse set of businesses and community organizations

- Sustainability – sustainability initiatives should be integrated throughout design, construction and management of the Program

American cannot achieve this vision on our own. We hope this RFP will connect us with others who are as excited as we are about the possibilities this Program offers and are eager to work together to elevate the customer experience at JFK's Terminal 8 to new heights.

III. JFK T8 BACKGROUND AND PROGRAM DATA

JFK's T8 is operated by American under a lease (the "Master Lease") with the Port Authority of New York and New Jersey (the "Port Authority"). In calendar year 2019, T8 handled over eight million passengers. As of the date of this RFP, the Terminal has 102 ticket counters, 72 self-serve kiosks, 11 security checkpoint lanes and a U.S. Customs and Border Protection facility with 32 booths. It offers dozens of retail and food outlets, a state-of-the-art American Airlines Flagship Lounge and an Admirals Club.

T8 currently consists of two concourses (Concourse B and Concourse C) with a total of 35 gates, which can also be operated under a 34-gate configuration allowing for two more jumbo gates. Passenger access to Concourse C is via an underground tunnel with moving walkways. The Terminal currently serves six carriers: American Airlines, Cathay Pacific, Ethiopian, Finnair, Qatar Airways and Royal Jordanian. In addition, while they have temporarily suspended service due to the pandemic, Qantas also operates out of Terminal 8.

Table 2 shows the existing gate allocation under the two parking schemes.

Table 2
Existing Gates by Aircraft Size

Configuration	Total Number of Gates				
	Jumbo	Wide Body	Narrow Body	Regional	Total
Configuration 1	8	10	11	6	35
Configuration 2	10	8	10	6	34

A. Historical Enplanements

In calendar year 2019, T8 served 2,139,646 domestic enplaned passengers ("enplanements" or "EP") and 2,031,171 international enplanements for a total of 4,170,817 enplanements.

Historical T8 enplanement statistics are shown below in Table 3.

Table 3
Historical T8 Enplanements

Calendar Year	Domestic	International	Total
2015	2,598,860	2,127,807	4,726,667
2016	2,601,058	2,135,045	4,736,103
2017	2,300,443	2,312,524	4,612,967
2018	2,341,884	2,101,346	4,443,230
2019	2,139,646	2,031,171	4,170,817

Additional enplanement data is provided in Exhibit A. As shown in the projected enplanement forecast below, passenger volume is projected to increase significantly versus these figures in the coming years.

B. Nonstop Destinations Served from Terminal 8 (subject to change)

Below is an example list of non-stop destinations scheduled to be served from Terminal 8 in 2021. Please refer to the flight schedules of each airline serving T8 for the most up-to-date information, as current and future schedules are subject to change.

International	
Amman, JO	Medellin, CO
Antigua, AG	Milan-Malpensa, IT
Athens, GR	Montego Bay, JM
Barcelona, ES	Paris, FR
Bermuda, BM	Providenciales, TC
Bogota, CO	Punta Cana, DO
Buenos Aires, AR	Rio De Janeiro, BR
Cali, CO	Rome-Da Vinci, IT
Cancun, MX	San Jose del Cabo, MX
Doha, QA	San Jose, CR
Georgetown, GY	Santiago, CL
Helsinki, FI	Sao Paulo, BR
Hong Kong, HK	St. Kitts, KN
Liberia, CR	St. Lucia, LC
Lome, TG	St. Maarten, SX
London, GB	Tel Aviv, IL
Madrid, ES	

Domestic	
Austin, TX	Miami, FL
Boston, MA	Orange County, CA
Charlotte, NC	Phoenix, AZ
Chicago, IL	San Antonio, TX
Dallas-Ft Worth, TX	San Diego, CA
Fort Lauderdale, FL	San Francisco, CA
Jackson Hole, WY	St Thomas, VI
Las Vegas, NV	Vail, CO
Los Angeles, CA	Washington, DC

C. Existing Concessions Program

The existing Program comprises approximately 68,000 square feet on the post-secure side of the Terminal on Concourses B and C, and on the pre-secure side in the Ticketing and Baggage Claim areas (collectively, the "Concession Space"). The Concession Space consists of the concession categories shown in Table 4 below. In addition, there are other spaces supporting the Program such as storage, office space, and other designated common areas (collectively, the "Support Space"). The total amount of combined Concession Space plus Support Space (collectively, the "Concession Area") is approximately 80,300 square feet. Please see the drawings in Exhibit B1 for more detail.

The Concession Space of the existing Program is operated by approximately 25 different concessionaire subtenants ("Existing Subtenants") pursuant to individual concessionaire sublease agreements ("Existing Subleases"). Please refer to Exhibit K for additional detail.

In CY 2019, total concession sales were $107.4 million, representing $25.74 per enplanement, as shown below in Table 4.

Table 4
T8 Concessions Sales Statistics – CY 2019

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[2]	No. Units
Food and Beverage	28,278	$35,737,000	$1,264	$8.57	21
Travel Essentials	10,046	$21,280,000	$2,118	$5.10	8
Specialty Retail	13,057	$9,080,000	$695	$2.18	12
Duty Free	7,955	$27,176,000	$3,416	$13.38	3
Currency Exchange	1,066	$12,789,000	$11,997	$6.30	4
Services	523	$1,282,000	$2,451	$0.31	2
Total	60,925	$107,344,000	$1,762	$25.74	50
Seating Area[3]	6,870				
Grand Total	67,795				

IV. ONGOING IMPROVEMENTS AND CHANGING PASSENGER MIX

As American proceeds with terminal expansion and improvements, it is critical to consider the growing importance of alliance partnerships and the resulting increase in traffic and change in passenger mix anticipated at T8 in coming years.

[2] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).

[3] The Common Seating Area supports the Food Court on Concourse B.

Historically, the share of domestic travelers at T8 has exceeded that of international travelers due to the large number of domestic short-haul flights offered by American. In recent years, however, changes in the economy and competitive landscape have created opportunities for American and its partners to strengthen ties, co-locate operations and bring more customers to T8. The recently announced alliance with JetBlue, for example, will accelerate the replacement by American of small regional jets with larger aircraft that will do more long-haul flying. American has already announced or started new international routes from JFK to Athens, Tel Aviv, Delhi, Santiago, and Colombia with more international and domestic routes on the way.

One of the most important changes already in progress is the planned co-location of American and British Airways ("BA") in T8, when BA's lease at JFK's Terminal 7 expires in November 2022. This co-location will allow American and BA to strengthen their Atlantic Joint Business partnership and enhance customer convenience on travel between London and JFK, bringing many more international customers to the Terminal. To prepare for BA's relocation in 2022, American and BA are investing over $400 million in T8 over the next three years.

Planned upgrades to prepare for BA's arrival include new widebody gates and aircraft parking positions, an enhanced premium lounge and check-in space, an improved and expanded baggage system, and renovated restrooms. Work on the expanded facilities began in December 2019 and is expected to be completed in 2022.

As shown in Exhibit B2, a total of approximately 85,100 square feet of potential Concessions Space would be available for the Program. American expects the Selected Respondent to invest in developing the space identified for concessions, along with other potential space that could be used to expand the Program.

Terminal renderings illustrating the proposed improvements to T8 are provided in Exhibit C.

Finally, please note that American is also in active discussions with other airlines who are interested in relocating to T8, including multiple alliance partners. This potential growth would further expand the number of destinations and passengers that T8 serves.

A. Enplanement Forecast

American expects passenger volume at T8 to increase significantly starting in late 2022 and early 2023, with internal forecasts showing T8 enplanements increasing to between 5.4 and 8.1 million as shown in Table 5. Please use this enplanement forecast and the scenarios below as the basis for financial projections included in RFP response submittals.

Future passenger traffic at T8 is sensitive to a variety of factors including, but not limited to: (1) the number of airline tenants other than American in T8 and their activity; (2) local, national and international economic conditions; (3) the competitive environment for air carriers; (4) route network decisions of American and other airlines using T8; and (5) air traffic capacity at JFK.

American gives no assurances as to future enplanements at T8. Any projections or forecasts (collectively, the "Projections") provided by American in connection with this RFP including, but not limited to future enplanements at T8, are based on assumptions and estimates. Whether or not such Projections are in fact achieved will depend upon future events, some of which are not within the control of American, and no assurance can be given by American that these Projections will be

realized. The Projections provided by American and included in this RFP should not be regarded as a representation or guarantee by American that the projected results will be achieved.

T8 Passenger Enplanement Forecast Scenarios - 2022-2026

Scenario A - Worst Case

	2022	2023	2024	2025	2026
Domestic	1,706,230	2,145,258	1,900,936	1,932,976	1,965,597
International	1,571,942	2,735,132	3,352,643	3,405,715	3,459,708
Total	3,278,172	4,880,390	5,253,578	5,338,690	5,425,305

Scenario B - Base Case

	2022	2023	2024	2025	2026
Domestic	2,426,167	2,913,926	2,564,895	2,609,159	2,654,238
International	2,128,569	3,607,896	4,437,035	4,509,328	4,582,902
Total	4,554,736	6,521,822	7,001,931	7,118,487	7,237,140

Scenario C - Best Case

	2022	2023	2024	2025	2026
Domestic	2,663,508	3,134,980	2,751,045	2,806,066	2,862,187
International	2,286,796	3,833,286	4,983,230	5,086,481	5,191,976
Total	4,950,304	6,968,266	7,734,275	7,892,547	8,054,163

V. DEVELOPMENT, MARKETING, LEASING AND MANAGEMENT OF THE PROGRAM

Subject to the terms of the Master Lease and the prior written consent of the Port Authority, American anticipates the selected Respondent would enter into a sublease (in form and substance satisfactory to American) and Contract to perform the development, marketing, leasing and management of the Program for American. It would be the selected Respondent's responsibility to perform a variety of functions to elevate T8's Program to be among the best in its class. The Respondent's responsibilities would include but are not limited to those set forth below.

A. Initial Responsibilities Upon Execution of Contract

The initial responsibilities of the selected Respondent are summarized below.

1. Transition Plan – The selected Respondent would prepare a plan to assume management of the existing Program in T8 and undertake the transition on the effective date of the Contract (or such other date as American agrees). Management duties will include, but not be limited to, administration of the Existing Subleases, Existing Subtenant performance monitoring and compliance (with the terms of the Master Lease, the Contract, the applicable Existing Sublease, any and all applicable laws, rules and statutes, and other regulations), financial reporting, rent collection and remittance

to American and the Port Authority (as applicable), and concessions program marketing, as further described below.

2. Development Plan – The selected Respondent would propose a phased development plan in its response to this RFP (the "Development Plan"), which Development Plan is subject to American's approval and any modifications agreed upon by American and Respondent. Under the Development Plan, as each Existing Sublease expires, the selected Respondent would manage surrender of the space(s) by the Existing Subtenant, and subsequently sublease such space(s) from American pursuant to the Contract and sublease. Thereafter, the selected Respondent would redevelop and re-concept all such spaces by itself, by subleasing such space(s) to third parties, or some combination thereof, as further described below.

   In addition, the Development Plan will include any proposed enhancements to the Terminal facilities and Program, including the addition and/or reconfiguration of space to support the Program. It will be important for the selected Respondent to consider additional space for concessions development as T8 passenger volume increases with the addition of BA and other airlines. The selected Respondent is requested to be creative, yet mindful, in how concessions space will be added to the Program. For example, airline operations cannot be negatively affected. The Development Plan will include a construction phasing plan to ensure all initial improvements are completed within three years of the effective date of the contract. It will also address future enhancements to the Program, including the possible addition of space to address future passenger growth, mid-term refurbishments, re-development of individual spaces and concession areas as sublease terms expire during the Contract term, etc.

3. Investment in T8 – The selected Respondent and its subtenants, must invest all amounts necessary to redevelop the T8 Program in accordance with the Development Plan submitted by the selected Respondent in its proposal. The Development Plan will include, but will not be limited to, design and construction of tenant leasehold improvements, concessions base building improvements, and terminal facilities and common area improvements and enhancements in support of the Program, including some concession space designed to be flexible and support rotating concepts from ACDBEs and local businesses. At a minimum, the initial capital investment would be $800 per square foot for food and beverage space and $650 per square foot for retail space during the first three years of the Contract. Office and commissary space would be exempt from this minimum. In addition, the selected Respondent would be required to invest a minimum of $10.0 million in Concessions Program related base building and public area improvements, i.e. lighting, flooring, removal of moving walkways in the concourses, preparation of new concessions space, common seating areas to support the Program, etc.

B. Ongoing Responsibilities Upon Execution of Contract

As part of the selected Respondent's ongoing responsibilities for the Program, at a minimum, American expects the selected Respondent to focus on the following initiatives throughout the term of the Contract:

- Provide a variety of food and beverage offerings, retail options and specialty services that meet the needs of T8's customers and deliver high-quality products, outstanding customer service, and exceptional price/value relationships. It is important for the selected Respondent to provide a creative and unique selection of New York local concepts as well as national brand names.
- In the event the selected Respondent plans to self-operate any spaces, the self-operated spaces cannot exceed the following square foot percentages in each category:
    - 20% of Food and Beverage square feet,
    - 20% of Travel Essentials square feet,
    - 20% of Specialty Retail square feet, and
    - 20% of Duty-Free square feet.
- Continually update and optimize the Program to ensure that it meets T8 customers' expectations and reflects current industry trends.
- Continually upgrade the quality and variety of duty-free merchandise to meet the expectations of T8's international passengers.
- Visually captivate passengers in T8 with attractive interior and exterior design elements of individual stores and any concession areas supporting the Program.
- Provide food and beverage options at a variety of reasonable price points for the airport and airline employees at T8.
- Collaborate on Port Authority sustainability initiatives, e.g. recycling and waste reduction
- Optimize financial return to concessionaires in T8 (as selected by Respondent and American).

The selected Respondent would be responsible for performing the following duties, at a minimum, as part of its management of the Program in T8. The selected Respondent's concession management duties are not limited to those listed below and extend to the selected Respondent's self-operated concession locations (if applicable), as well as subtenant concession locations.

1. Negotiation and Administration of Subleases – Subject to the approval of American and the Port Authority, the Selected Respondent is expected to select, negotiate, and enter into subleases with subtenants who will operate some or all of the concession locations. The selected Respondent would be responsible for performing all activities needed to reach the point of execution of a sublease. In addition to and/or in lieu of entering into subleases with third parties, the selected Respondent may directly operate concessions subject to the limits as outlined in this section and the approval of American and the Port Authority.

2. Facility Development – The selected Respondent would provide all concession development services necessary to implement the Development Plan and any updates/enhancements to the Development Plan throughout the term of the Contract. The selected Respondent would oversee, manage and finance the design and construction of any concessions base building, self-operated concessions, space

designed for rotational concepts featuring LBEs, and Terminal and common area improvements and enhancements as approved by American and subject to the Contract. In addition, the selected Respondent would oversee and manage the design and construction of all subtenant tenant improvements.

Selected Respondent would ensure design plans are consistent with the One JFK vision and reviewed by the Port Authority prior to construction. A list of the One JFK unified design elements can be found in Exhibit I.

Port Authority design and construction guidelines may be found online at https://www.panynj.gov/port-authority/en/business-opportunities/engineering-available-documents.html.

3. Operational Management – The selected Respondent would provide adequate on-site staff to perform the day-to-day operational management functions at T8 including but not limited to the functions set forth below. The on-site staff assigned to perform operational management services for the Program may not be directly involved in the management of concession units.
    a. Perform regular physical inspections of each concession location to assure compliance by the selected Respondent and subtenant with the terms of the Contract and subleases including but not limited to use clauses, pricing, merchandise quality, store hours, signage, staffing, customer service, cleanliness, and maintenance. Copies of inspection reports must be submitted to American.
    b. Prepare periodic (at least monthly) operational reviews of all concession facilities to ensure that concessionaires are complying with performance standards. These reviews provide a formal procedure for notifying store managers and corporate management of areas that need improvement, including customer service, maintenance, visual merchandising, cleanliness, product mix, and staffing. Copies of these reviews must be submitted to American.
    c. Respond to customer and passenger complaints, maintain records of customer and passenger complaints and resolutions thereof and prepare monthly reports for American.
    d. Develop or cause to be developed by a third party approved by American, a program which monitors concession reviews on Yelp, Twitter, Instagram and other social media (including reviews of subtenants and the Program and Concession Area).
    e. Assure that both selected Respondent's self-operated concession units, if any, together with all subtenant concession locations are compliant with the Contract, including but not limited to insurance requirements, letters of credit, occupancy permits, and all required certifications and licenses.
    f. Maintain electronic concession lease files, including copies of leases and subleases and related correspondence. Such lease files must be turned over to American upon request and at the expiration or termination of the Contract.

g. Other operational management duties as specified in the Contract.

4. Marketing and Promotion – The selected Respondent would establish and administer a comprehensive concessions marketing and promotion program that promotes the products and services of concessionaires and the Program in T8. The Program would coordinate with American's corporate and other marketing and promotional initiatives. The selected Respondent would present an annual marketing plan for T8 and propose a detailed budget for marketing expenditures. The selected Respondent would require each subtenant to contribute to a joint marketing fund ("Joint Marketing Fund") in an amount not to exceed one-half percent (0.5%) of each subtenant's gross receipts.

5. Financial Management – The selected Respondent would be responsible for the collection and remittance of rent as detailed in the Contract. The selected Respondent would report monthly, per the date specified in the Contract, in a format and electronic file type as designated by American, monthly sales for each concession location, accrued and collected rent for each concession location, historical comparisons, comparisons to projections, and disadvantaged and minority business participation and compliance as applicable. Other financial management duties may also be required per the Contract.

6. Facility Maintenance – The selected Respondent would furnish, or cause to be furnished by subtenants, custodial and maintenance services for all common food hall/court public seating areas and other common concessions areas, as well as the handling and removal of all trash, garbage, and other refuse generated in connection with those public seating and other common areas, as well as from all concession locations. In order to recover the direct costs of such custodial, maintenance and trash removal services, the selected Respondent may assess reasonable common area maintenance (CAM) fees to each subtenant's concession location equal to the location's proportionate share of actual costs to provide such services.

C. Street Pricing Requirements

The selected Respondent would implement and manage the Port Authority's street pricing policy for all concessions at T8 as may be amended from time to time.

D. Employee Discount Requirement

All concession tenants shall be required to offer a fifteen percent (15%) discount on sales to JFK airport and airline employees who display valid identification. Exceptions to this requirement will be made for certain products or categories of products at the sole discretion of American.

E. ACDBE Participation

The selected Respondent would take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE Program.

The Port Authority has established the ACDBE Program in accordance with regulations of the US Department of Transportation 49 C.F.R. Part 23. The current participation goal, which may be updated from time to time, is thirty percent (30%), as measured by the total estimated annual gross receipts for the Program. Additional information is available on the Port Authority website: https://www.panynj.gov/port-authority/en/business-opportunities/supplier-diversity.html.

As part of the ACDBE Program, the selected Respondent would be responsible for making good faith efforts to include meaningful participation by ACDBE-certified businesses. Specific examples of such efforts, listed below, should be integrated into all applicable activities undertaken by the selected Respondent or subtenants as part of the T8 Concessions Program.

- Subdividing work, services or terminal space to be subcontracted into smaller portions where feasible to provide more opportunities for certified ACDBEs
- Encouraging the formation of joint ventures[4], partnerships or similar arrangements to increase the likelihood of achieving program participation goals
- Providing sufficient documents, drawings and specifications for prospective opportunities to ACDBEs in sufficient time for their review
- Regularly attending and participating in ACDBE workshops, educational programming and pre-bid meetings scheduled by the Port Authority
- Organizing ACDBE workshops, educational programs and pre-bid meetings to which the Port Authority is invited to attend
- Actively soliciting bids from ACDBEs, including circulation of solicitations to minority and women-owned business associations
- Maintaining records detailing efforts to provide for meaningful participation in the Program, including names and addresses of all ACDBEs contacted, and if the ACDBE is not selected, the reason for that decision
- Advertising in general circulation media, trade association publications and minority-focused media for a reasonable period before commencement of a contract
- Utilizing the Port Authority's directory of certified ACDBEs (available online at https://panynj.diversitysoftware.com/) or proposing for certification other ACDBEs that meet the criteria for certification and are capable of providing the services required
- Soliciting proposals from and actively considering local ACDBEs who are qualified
- Soliciting specific recommendations on methods for enhancing ACDBE participation from Port Authority staff responsible for supplier diversity
- Attending participation goal progress meetings scheduled by the Port Authority to discuss good faith efforts to include meaningful participation by ACDBEs, as well as any issues regarding ACDBE providers
- Utilizing services of available minority and women's community organizations, contractors' groups, local, state and federal business assistance and development offices, and other organizations that assist ACDBEs
- Where appropriate, not requiring bonds from ACDBEs, or providing bonds and insurance for ACDBEs

[4] Joint ventures seeking participation in the Program as an ACDBE must comply with FAA requirements and complete the Port Authority's ACDBE certification process.

- Nominating ACDBEs for participation in business assistance programs sponsored by the Port Authority or the Regional Alliance for Small Contractors
- Developing and holding targeted outreach events to increase ACDBE participation for specific work or services
- Soliciting proposals from businesses that complete PANYNJ-supported training initiatives

The selected Respondent would prepare an ACDBE Plan discussing how they would achieve the goals of this program and comply with the provisions above and in Exhibit D – ACDBE Participation. In addition, the selected Respondent would provide regular reporting to American and the Port Authority on status and progress towards the goals of this program.

F. LBE Participation

The Port Authority's focus on Local Business Enterprise (LBE) participation aims to strengthen economic ties between the airport and local community, sponsoring various projects and initiatives focused on business development, career and workforce development, education and environmental stewardship. The selected Respondent would be expected to participate in these initiatives and engage LBEs to the greatest extent practicable, including good faith efforts to:

- Develop concession space for LBEs
- Subdivide services and materials to be procured into smaller portions where feasible
- Solicit bids directly from LBEs registered with the local Air Services Development Office (ASDO) in Queens
- Educate and assist LBEs with the qualifications necessary to do business at the airport
- Communicate with LBEs regarding upcoming opportunities available to them
- Soliciting proposals from businesses that complete PANYNJ-supported training initiatives
- Support other efforts intended to achieve meaningful LBE participation in the Program

The selected Respondent would prepare an LBE Plan discussing how they would achieve the goals of this program and comply with the provisions above and in Exhibit E – Local Business Enterprise Participation. In addition, the selected Respondent would provide regular reporting to American and the Port Authority on status and progress towards the goals of this program.

G. MWBE Participation

In connection with construction work, Respondent would use good faith efforts to implement a program to utilize Minority Business Enterprises (MBEs) and Women-owned Business Enterprises (WBEs) throughout the project and in all sub-categories and contracting tiers. MBEs and WBEs should participate in the full life cycle of the project. This includes:

- Developing a structure and process for assessing subcontracting scopes and bid packages for optimizing MWBE participation
- Dividing work into smaller packages designed based on capacity to the preponderance of MBE/WBEs
- Encouraging the formation of joint ventures, partnerships or similar arrangements among subcontractors
- Reaching out to MWBEs in addition to including them on solicitation lists

- Soliciting proposals from businesses that complete PANYNJ-supported training initiatives
- Providing supportive strategies to strengthen MWBE business capacity, including but not limited to facilitating access to business advisory services and technical assistance

The MWBE participations goals for Design, Construction and Maintenance work are:

- 20% for minority-owned businesses (MBE)
- 10% for women-owned businesses (WBE)

The selected Respondent would prepare an MWBE Plan discussing how they would achieve the goals of this program. In addition, the selected Respondent would provide regular reporting to American and the Port Authority on status and progress towards the goals of this program.

H. Labor Harmony and Employee Retention

The selected Respondent shall comply with the labor harmony and employee retention provisions included in the Master Lease with the Port Authority.

I. Americans with Disabilities Act (ADA)

Space shall be made available to the traveling public on a nondiscriminatory basis, including access by disabled persons, Title 42 U.S.C. § 12101.

J. Non-Discrimination

No person can discriminate on the ground of race, creed, color, sex or national origin, this includes construction of any improvements on, over, or under the premises and furnishing of services and premises shall be used in compliance with Title 49 CFR Part 21.

K. Minimum Wage Requirements

The selected Respondent and its subtenants would be required to comply with the Port Authority's minimum wage policy and rules (see Exhibit H).

L. Consumer Services

The selected Respondent shall comply with the Consumer Services provisions included in the Master Lease with the Port Authority.

M. Contract Term

The Contract would commence on the date that conditions set forth in the Contract are satisfied (which is expected to be on April 1, 2022) and, on such date, the Respondent selected by American would assume management of the Existing Subleases. The Contract would expire on or about December 31, 2036 (unless earlier terminated by American as provided in the Contract).

N. Compensation to American and the Port

The selected Respondent would pay American and the Port Authority each year during the term of the Contract, a share of the annual gross sales and/or rents generated by the T8 Program ("Rental Payments") as proposed by the selected Respondent in the selected Respondent's proposal (to the extent such proposal is accepted by American).

- Respondents should include a detailed compensation model, which includes a minimum annual revenue guarantee, in their response to this RFP.
- Rental Payments collected by the selected Respondent would be equally allocated to American and the Port Authority.

Any amounts directly collected by American from Existing Subtenants would be credited against compensation due from the selected Respondent.

O. Central Receiving & Distribution Warehouse (CRDW)

The Port Authority is planning the construction of a new distribution center where all supplies and materials entering secure areas of the airport would be screened prior to delivery to the terminals. The selected Respondent would engage with the Port Authority regarding potential use of the facility in support of the Program.

P. Sustainability

The Port Authority has a goal of achieving zero waste by 2030, diverting 75-90% of waste from landfills to commercial purposes through recycling, reuse and repurposing.

The selected Respondent would collaborate on Port Authority sustainability initiatives including solid waste management, recycling, water conservation and energy efficiency and would be responsible for implementing and managing sustainability initiatives as part of the Concessions Program. A list of sustainability initiatives is included in Exhibit J.

VI. RFP PROCESS

A. Proposal Due Date and Time

Proposals must be submitted to American no later than November 19, 2021, 3:00 PM Central Time (the "Due Date") to the address below and per the instructions in Section VII.2. Late proposals will not be considered.

Attn: JFK Concessions RFP
American Airlines, Inc.
1 Skyview Drive, MD 8E101
Ft. Worth, TX 76155

Under no circumstances should the Respondent contact any other personnel of American about this RFP. Unauthorized communication with American personnel may result in disqualification of a Respondent.

B. Information Meetings and Airport Tours

American may elect to hold information meetings and tours of T8 with prospective Respondents during September and October 2021. Interested prospective Respondents are invited to schedule a meeting by sending an email to jfkT8development@aa.com.

C. Questions and Interpretation of the RFP

Prospective Respondents having questions about this RFP should submit them no later than September 17, 2021 via email to jfkT8development@aa.com. American will make efforts to answer all questions by email to applicable Respondents no later than October 15, 2021.

D. Minimum Qualifications

American has established the following minimum qualifications that a Respondent should meet in order to be considered a qualified Respondent. American, in its sole discretion, will determine if a Respondent is qualified and will base its decision on the information included in the Respondent's proposal as well as its own investigations.

1. Experience – Respondent must have the necessary experience and capacity to undertake its proposed Development Plan and perform the requested services. At a minimum, Respondent should have at least five years of continuous experience within the last ten years, in the successful development, construction, management, leasing, marketing, and operation of one or more comprehensive food and beverage and/or retail programs that each comprises the majority of concessions in a high traffic transportation or entertainment environment (e.g., airport, train station, festival-type retail centers) with aggregate sales greater than $25 million per year. In addition, at least one of the owners of the Respondent must have airport experience in the management of an airport concessions program at a major hub airport with annual sales greater than $25 million.

   If Respondent is a newly-formed entity, Respondent must demonstrate that one of the owners of Respondent that owns (or will own) 51% or more of the entity in the aggregate, satisfies the experience requirement.

2. Financial Capability – Respondent must have the ability to finance and undertake the monetary commitments required to successfully develop, construct, and operate the proposed Development Plan. Generally, this means that the sum of Respondent's (i) net working capital; (ii) cash flow from existing operations; and (iii) demonstrated access to credit or equity from external sources must be greater than the proposed investment in the concession (including proposed investment in base building and common area improvements and subtenant leasehold improvements).

   If Respondent is relying on financial resources of a parent entity, joint venture partner, or non-affiliated external source(s), which may include proposed subtenants, then Respondent must submit adequate documentation as specified herein satisfactory to show that it meets the minimum financial capability qualification. Furthermore, a corporate guaranty from any such parent entity or external source may be required to ensure Respondent's ability to complete the Development Plan.

3. Legal Action or Default – Respondent must not have any pending, active or previous legal action that would, at American's sole discretion, prevent the Respondent from fulfilling the obligations of the Contract or negatively affect the Program. In addition, the Respondent shall certify to American that it has never defaulted on any agreement with an airport, high traffic transportation and/or entertainment entity; never had an agreement terminated for cause; never failed to satisfy its obligations under an agreement; never had an agreement end prior to its stated term-end date (without reasonable cause); never have been in arrears in payments due on any agreement.

E. Proposal Withdrawal

Proposals may be withdrawn by written request at any time. Any such withdrawal prior to the Due Date does not preclude the submission of another timely proposal.

F. Award and Execution of Contract

American intends to enter into a development, marketing, leasing and management Contract with a single qualified and responsible Respondent who provides, in American's sole discretion, the most advantageous proposal for American in consideration of its goals and initiatives for the T8 Program. Any sublease and/or Contract are subject to the Master Lease and the prior written consent of the Port Authority. American may cease negotiations at any time prior to the execution of any Contract by all applicable parties thereto.

The selected Respondent to whom the Contract is awarded shall, within 90 calendar days after receipt of a Contract from American, execute and return a fully executed Contract to American. At that time, the selected Respondent must submit the following, as further detailed in the Contract.

1. Security Deposit in the form of an irrevocable Letter of Credit or a certified check, or a treasurer's or cashier's check, in the amount of fifty percent (50%) of the first Contract Year's Minimum Annual Guarantee.
2. Construction Payment and Performance Bond equal to the aggregate amount of the selected Respondent's construction contracts for the Initial Improvements.
3. Satisfactory evidence of all insurance coverage required in the Contract.
4. Certified copy of corporate vote and incumbency certificate or other documents evidencing authority to enter into the Contract.
5. Other documents or information reasonably requested by American.

G. Evaluation Criteria

All proposals will be reviewed and evaluated by a committee (the "Evaluation Committee"), which will consider factors including, but not limited to, the following evaluation criteria (except for the Financial Proposal, which will be reviewed by American alone) and the information submitted in the Respondents' proposals, within the context of American's goals and initiatives for the Program. It is anticipated that the Evaluation Committee will consist of personnel from American, the Port Authority, and any other individuals determined to be appropriate by American.

1. Experience and Qualifications – The Evaluation Committee will consider the Respondent's experience and qualifications based on an assessment of its prior experience at airports or similar high-traffic venues. These criteria include but are not limited to factors such as the comparative size, number and performance of the Respondent's other businesses, Respondent's experience with the proposed development, concepts, references, and the experience and qualifications of the designated on-site management. The evaluation under these criteria shall apply to the Respondent and all constituent entities of Respondent.

   The Evaluation Committee will consider the past performance of the Respondent, and its constituent entities and subtenants, on other contracts with American or other entities in terms of quality of concession or business operation and reputation. The Evaluation Committee may solicit from other available sources relevant information concerning the Respondent's, its constituent entities', and subtenants' records of past performance.

2. Development Plan – The Evaluation Committee will consider the Respondent's proposed Development Plan including, but not limited to, the following elements as detailed in the Proposal Submittal Requirements section of this RFP: Concept Plan, Leasing Plan, Design Plan, Management Plan, Outreach Plan, Marketing Plan, ACDBE Plan, LBE Plan, MWBE Plan and Sustainability Plan. The Evaluation Committee will be looking for Respondents to demonstrate creativity and innovation while presenting realistic and executable plans. American is interested in a Program that is distinctive from other concession programs at JFK and other international airports with respect to the types of concepts, the inclusion of locally owned and operated concepts, the inclusion of healthy food options, strong New York-themed designs, and the creation of additional concession spaces to support enplanement growth. Integration of flexible concepts such as a food hall, ghost kitchens, pop-ups or similar designs where customers can explore a rotating variety of cuisines available throughout the city from small and up-and-coming restauranteurs and other local businesses is of special interest.

3. Program Management Plan – The Evaluation Committee will consider Respondent's Program Management Plan to provide staffing, leasing, management, marketing and operations services throughout the term of the Contract.

4. Financial Proposal – American's evaluation of the Respondent's proposed Financial Proposal may compare the Respondent's expected payments to American and the Port Authority based on the Respondent's proposed compensation structure, estimated sales, estimated cash flow from Respondent's T8 operations, and proposed capital investment by Respondent. American reserves the right to assess and evaluate the reasonableness of a Respondent's good faith estimate of Respondent's operating cash flow, including Respondent's fees and pro forma financial statements attributed to the T8 Program.

5. ACDBE and LBE Participation – The Evaluation Committee will consider Respondent's plans for ACDBE and LBE participation as specified in Section V.E and Exhibits D and E. The evaluation may consider the amount and type of participation, operating experience of the businesses, their role in the Program, their financial history and viability, and their performance at other airports, if applicable. In addition, the Evaluation Committee will

consider the Respondent's plan for assisting small, local and ACDBE businesses, as applicable, with training/mentoring, financing of capital improvements, etc.

H. Reservation of Rights

American reserves the right to reject any or all proposals and to invite new proposals or take such other course of action as deemed appropriate at its sole and absolute discretion. American also reserves the right to:

1. Waive any requirement in any proposal or proposal procedure.

2. Reissue the RFP with or without modification.

3. Modify the RFP.

4. Modify the locations and sizes of the offered space.

5. Request "best and final offers" from any one or more Respondents.

6. Enter into negotiations for a development, marketing, leasing, and management contract with one or more Respondents to the RFP to the exclusion of other Respondents.

7. Disqualify any Respondent that has pending litigation or claims with American or any affiliates of American, or if such proposal includes any individual or entity with an ownership interest (direct or indirect) in Respondent, subcontractor, subtenant, or supplier that has pending litigations or claims with American or any affiliate of American, if American determines, at its sole discretion, that such litigation or claims may adversely affect the ability of the parties to work efficiently and effectively under the Contract contemplated by the RFP.

8. Disqualify any Respondent for lack of responsibility, as determined by American in its sole discretion, as shown by past work, references, or other relevant factors.

9. Disqualify any Respondent who is in default or arrearage on any contract or obligation with American or any other party.

10. Reject any Respondent who fails to comply with the terms and conditions of this RFP.

11. Reject any Respondent who fails to meet the minimum qualification requirements or be otherwise deemed non-responsive by American.

12. Modify the procedures, terms and conditions set forth in this RFP.

13. Consider any and all factors when reviewing and selecting a proposal.

14. Require any Respondent to present and discuss its proposal and/or request a visit to the Respondent or American Airlines location.

American is under no obligation to provide any details on any other Respondent or the terms of any other proposals, whether to the selected Respondent or any other Respondent. Whether as a result of this RFP, the rejection of any or all proposals, or the acceptance of any proposal, neither American nor any of its respective officers, directors, affiliates, employees, agents or other representatives will have any obligation or liability to any Respondent until such time as the selected Respondent and American have entered into a definitive Contract.

I. Consent to Investigate

American's determination as to whether a Respondent is qualified and responsible will be based on information provided by the Respondent in its proposal, interviews (if applicable), and other sources deemed to be valid by American. American may elect not to choose the Respondent until all investigations of the Respondent and its constituent entities', subtenants', owners' (of any tier), and officers' (collectively, the "Responding Parties") business experience, financial responsibility, and character that American deems necessary, are completed. By submitting its proposal, the Responding Parties agree to permit and cooperate with such investigations.

J. Respondent Interviews

American may, at its discretion, schedule one or more interviews with any Respondent to clarify and/or explain parts of its proposal. American will determine the dates and times of such interviews and the Respondent will be given notice of such interview at the appropriate time, as determined by American.

K. Respondent's Cost of Proposal Preparation

All costs incurred by Respondent in preparation of a response to this RFP (including costs associated with interviews, if any) are the responsibility of the Respondent.

L. Representation by Brokers

American and the Port Authority are not responsible for any fees, expenses, or commissions to brokers or Respondent's agents. By submitting its response, Respondent agrees to hold American and the Port Authority harmless from any claims, demands, actions, or judgments in connection with such broker fee expenses, or commissions.

M. Ownership

All responses and supplementary material will become the property of American.

N. Disclaimer

The information contained in this RFP, and any addendum that may be issued, is provided to assist prospective Respondents in the preparation of responses. Respondents should satisfy themselves by personal investigation or such other means as they may think necessary as to the conditions

affecting the offered business opportunity. This RFP and other documents furnished by American may include errors, omissions, or deficiencies and the accuracy and completeness of such documents is not guaranteed. In the event such errors, omissions or deficiencies are discovered by the Respondent, it shall promptly notify American in writing. The information shown herein has been obtained from sources thought to be reliable, but American and the Port Authority, and their respective officers and employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Respondents.

VII. Proposal Submittal Requirements

Respondents should take the time to carefully read and understand the proposal submittal requirements. Format, organization, and content are important to enable American and the Evaluation Committee to conduct an accurate and complete review of Respondents' proposals. The proposal requirements are not intended to limit a Respondent's creativity in the presentation of its proposal. They are intended to be minimum requirements. It is the Respondent's responsibility to incorporate all information that is pertinent to effectively present its capabilities in meeting the requirements of this RFP. However, clarity and brevity are encouraged. Large amounts of information not directly pertinent to the proposal are discouraged.

1. Proposal Deposit – Each proposal shall be accompanied by a proposal deposit in the amount of One Hundred Thousand Dollars ($100,000) in the form of a certified check or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to American Airlines in the name of the entity under which the proposed Contract would be executed. As an alternative, a Respondent may submit an irrevocable letter of credit acceptable to American or a proposal bond in a form similar to Exhibit F. The surety, or sureties, upon the surety bond(s) shall be a corporate surety, or sureties, authorized to do business in the state of New York. In the event the selected Respondent is offered the opportunity but fails to execute the Contract offered by American on the basis of such proposal, the Respondent's proposal deposit may be forfeited.

   The proposal deposits will be released to those Respondents who have not been selected by American within thirty (30) days of execution of a Contract. The proposal deposit submitted by the selected Respondent shall be released upon execution of the Contract, and after satisfaction by the selected Respondent of certain conditions precedent specified in the Contract.

2. Proposal Submission – One (1) original, four (4) copies, and one (1) electronic copy of the proposal in PDF file format contained on a flash drive must be submitted to the mailing address stated in Section VI.A of this RFP.

3. Proposal Organization – The proposal must include all the following items and documents organized in the following order:

   A. Transmittal Letter

   B. Experience and Qualifications

   C. Development Plan

D. Program Management

E. Financial Proposal

F. Financial Statements

G. Other Information

A. Transmittal Letter

Respondent must submit a transmittal letter identifying Respondent, Respondent's principal owners, Respondent's principal representatives for this RFP and contact information, as well as any pertinent facts or details of the proposal which the Respondent desires to emphasize. The transmittal letter must include a statement that, if awarded the Contract, Respondent commits to perform the services in a manner consistent with its proposal.

On a separate page following the transmittal letter, Respondent must describe Respondent's ownership structure identifying the direct owners of Respondent and their respective ownership interests. Respondent is encouraged to provide a diagram of the complete ownership structure of Respondent, including joint venture partners, parent companies, etc.

B. Experience and Qualifications

Respondent should provide information related to Respondent's relevant development, marketing, leasing and management experience and qualifications, with special emphasis upon prior experience with the ownership, operation, and management of concessions at airports and other high-volume, high-traffic venues similar to airports such as train stations, transportation centers, and festival-type entertainment facilities.

At a minimum, Respondent must provide the names, addresses and contact information of the airport programs or other relevant venues developed by Respondent that meet the "Minimum Qualifications – Experience" requirements stated in Section VI.D.1 of this RFP. For each venue, provide the number and type of stores and restaurants managed, names of the operators of the stores and restaurants managed, sales volumes, development activities and results, investments, subtenant management history, and other information Respondent deems relevant. If applicable, please include Airport Service Quality (ASQ) results for other airport programs operated by the respondent. Industry awards and other performance records may also be submitted.

Respondent should also provide details on the pertinent experience of persons who will be directly involved in the development, marketing, leasing and management of the Program.

Respondent should elaborate on its company culture as it relates to diversity and inclusion, including any policies, practices or procedures demonstrating the depth of its commitment to these values, and including awards, accolades, or other forms of recognition.

This section of the Proposal should include information for the Respondent and, as appropriate, its constituent entities and subtenants.

C. Development Plan

Respondent should provide a narrative describing the Development Plan to include the redevelopment of the existing concession locations in addition to plans to develop any newly identified space or other enhancements to T8. Respondent should clearly identify in the Development Plan all the areas to be developed, including the reasons for specific choices. The Development Plan should include the following components:

1. Concept Plan – As Existing Subtenant leases expire, new subtenants and concepts will be selected. Respondent is expected to demonstrate an understanding of the passenger market in T8 since a significant number of passengers are traveling to cities outside the United States. The Concept Plan should include, at minimum, the following elements:
    a. List showing the types and variety of food and beverage offerings, retail concepts, duty free, and services by location
    b. Proposed mix of local, regional, national and international branded concepts
    c. Inclusion of concepts, brands, and products local to Queens and New York City
    d. Terminal diagrams indicating the proposed location of concession categories and/or concepts (with identifying numbers matching to the list of proposed categories/concepts), any proposed expansion or reconfiguration of the Program, and any other proposed enhancements to the terminal facilities
    e. List of proposed tenants for the Program and letters of intent from tenants and/or concept owners indicating their interest or commitment to participate in the Program

2. Leasing Plan – Considering the transition of existing concepts to new concepts, provide the following leasing information:
    a. Leasing schedule
    b. Composition of tenants by location, indicating concepts that will be self-operated (also indicating if the concept is licensed, franchised, or proprietary); concepts that will be owned/operated by a local/regional business with an established location(s) in New York; tenants operating concepts through a license agreement; tenants operating concepts through a franchise agreement; etc.
    c. Proposed method of soliciting and selecting subtenants, including outreach to local/regional operators
    d. Proposed length of lease terms
    e. Respondent's staffing plan to ensure timely completion during transition

3. Design Plan – With an emphasis on creating a "New York Sense of Place" and unique features that distinguish T8 from all airport terminal facilities, provide a narrative, and architectural renderings to include the following:
    a. Overall theme, design and quality of improvements to the Program, focusing on the "New York Sense of Place"
    b. Individual locations and concepts

c. Improvements to common areas supporting the Program
d. Any proposed additions/reconfiguration of spaces or redevelopment/enhancements of terminal facilities, including detailed justifications
e. Proposed initial capital investment
    I. Amounts invested by Respondent
    II. Amounts invested by subtenants
f. Construction phasing plan for Respondent's improvements and a separate plan for subtenants' improvements
g. Proposed future capital investment, including amounts to refresh and/or redevelop the Program to maintain its status as a premier world-class airport concession program

4. Management Plan – During the transition period, describe Respondent's approach to managing the Program to ensure that new concepts/tenants are transitioned seamlessly into the Program, in order to preserve revenue generation and customer service.

5. Outreach Plan – Describe methods and programs to attract subtenants to the Program during the transition period, such as open houses, advertising, the use of social media, etc. The plan should identify ways to attract small, local/regional, and ACDBE businesses.

6. Marketing Plan – Describe the plan to market and promote the Program during the transition period and grand opening. The Marketing Plan should include programs to market to the various international passengers utilizing T8.

7. ACDBE Plan – Describe the plan for achieving or exceeding the target levels of ACDBE participation, including outreach efforts, timeline, and evaluation criteria. The planned approach should be realistic and executable.

8. LBE Plan – Describe the plan for achieving the goals of the LBE participation, including outreach efforts, timeline, and evaluation criteria. The planned approach should be realistic and executable.

9. MWBE Plan – Describe the plan for achieving or exceeding the target levels of MWBE participation in construction related work. The planned approach should be realistic and executable.

10. Sustainability Plan – Describe sustainability related goals and initiatives that would be implemented in design, construction and management of the Program.

D. Program Management

The Evaluation Committee may consider Respondent's Program Management Plan, which includes staffing, leasing, management, marketing, operations and financial management services throughout the term of the Contract. At a minimum, Respondent should describe the following services provided by Respondent on an on-going basis during the term of the Contract:

1. Staffing – Provide information for the staffing and management of T8's Program, including job titles and brief descriptions of the roles and responsibilities of each staff position. Indicate the staff that will be on-site full time and staff that will be utilized part-time and/or on a temporary basis.

2. Leasing – Describe the Respondent's administration of leases and approach to on-going leasing activities as subtenant contracts expire over the term of the Contract, include the methods of solicitation and outreach programs.

3. General Management and Facilities Management – Describe the day-to-day management of subtenants and the overall Program, including enforcing subtenant contracts' terms and conditions, such as pricing, store hours, staffing inventory, facility cleanliness, maintenance and other operational standards; evaluating each concept's monthly and annual sales performance; assisting subtenants to achieve sales goals; assessing and managing underperforming concepts, monitoring compliance with design standards and construction procedures; and plan for Program Management during irregular operations caused by flight delays and cancellations, weather issues, etc.

   If the Respondent elects to operate any portion of the Program, it must demonstrate how it would manage the Program and sublease the concession area in an impartial and unbiased manner.

4. Marketing and Promotion – Describe plan to market the Program on an on-going basis to T8's diverse passenger market, such as advertising, special promotions, customer services, holiday and/or special events. In addition, describe methods to monitor customer complaints/comments/satisfaction, and the effectiveness of marketing programs i.e. social media, mystery shopper programs, etc.

5. Operations – Describe plan for subtenants' delivery of goods and merchandise to individual units; monitoring of normal cleaning of units, including vents and grease traps; monitoring of normal repairs and maintenance of units; and other operating functions such as the cleaning and maintenance of general delivery areas, freight elevators, service corridors, location and maintenance of trash receptacles (including information on recycling and composting programs). The operations plan should address the maintenance of any common areas for customer use, such as food hall/court seating areas, that are the responsibility of the Respondent, if not leased to a subtenant. In addition, Respondents should address the process for overseeing the transition of spaces as subtenants and/or concepts change, i.e. management and oversight of stores' construction activities, use of temporary units, etc.

6. Financial Management – Identify Respondent's billing/collection system and procedures to ensure timely rental remittance. Describe Respondent's financial management system for reporting on a monthly basis, at a minimum, sales for every concession location, accrued

and collected rent for each concession location, historical comparisons, comparisons to projections, ACDBE participation and compliance, and local participation.

E. Financial Proposal

At a minimum, the following projected financial data should be provided on an annual basis during the term of the Contract, beginning with Contract execution date through Contract expiration date. Financial projections should be based on the enplanement forecast and scenarios in Section IV.A.

1. Gross sales generated by concessions category and location, and assumptions supporting the projections.
2. Expenses incurred by Respondent and passed through to subtenants, such as Marketing Fees, Common Area Maintenance (CAM) charges, etc.
3. Other revenues generated by subtenants, e.g. storage fees.
4. Rental revenues generated by subtenants and average percentage rental rates charged subtenants by category.
5. Operating expenses, by expense category, attributed to the Respondent's operations at T8, including a separate schedule detailing Respondent's annual Salaries and Wages Expenses showing the number of employees (by title) on-site during the term of the Contract
6. Cash flow after operating expenses or Earnings before interest, taxes, depreciation and amortization ("EBITDA").
7. Respondent's capital investment in program (not including subtenant capital investment): initial amount and any other amounts during the term of the Contract. The investment should distinguish between labor costs associated with Respondent's employees who will be on-site only during Program implementation (e.g., construction oversight, initial leasing activities, etc.) and true construction materials that will remain as part of T8.
8. Proposed compensation structure to Respondent, and payments to American and the Port Authority.

F. Financial Statements

Respondent must submit the following information and financial statements, as applicable to the Respondent:

- For Respondents currently organized as a corporation, partnership, LLP, LLC or joint venture, complete audited financial statements, including a balance sheet, income statement, and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the most recent complete fiscal year. Footnote disclosures, if any, must be submitted with all financial statements.

  If Respondent is a wholly owned subsidiary of another entity, then the above-referenced financial information of the parent entity may be submitted in lieu of Respondent's financial information. However, in this case, American may require a corporate guarantee from the Respondent's parent entity.

- For a Respondent who intends to form a joint venture or other new corporation, partnership, LLP or LLC in order to respond to this RFP, then the complete financial statements described above must be submitted for each entity having a greater than 20% ownership interest in Respondent. If any such ownership entity is a wholly owned subsidiary of another entity, then the requested financial information of the parent entity may be submitted in lieu of such ownership entity's financial information. However, in this case, American may require a corporate guarantee from such ownership entity's parent entity.

- If Respondent is relying on the financial resources of an affiliated entity to meet the minimum qualifications of this RFP, then Respondent must submit i) the above-referenced financial information for the affiliated entity; ii) a description of the relationship between affiliated entity and Respondent including, but not limited to, the percentage of ownership and management structure; and iii) documentation from the affiliated entity authorizing the Respondent to rely on its financial resources.

- If Respondent is relying on credit to meet the minimum financial qualifications of this RFP, then Respondent must demonstrate the availability of credit to meet the minimum requirements.

In all the above cases, American reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit reports, on the Respondent and all associated partners, entities, etc. to facilitate its financial evaluation of the Respondent's proposal.

G. Other Information

Respondent should provide any other information that it believes would be helpful in evaluating the Respondent's ability to successfully develop and operate T8's Program.

H. Confidentiality

Without limiting the terms and conditions of any applicable nondisclosure agreement entered into between the Respondent and American, this RFP and the information contained herein, including any attachments, exhibits or schedules hereto, are to be considered confidential and proprietary information of American. Further, any additional materials provided by American in connection with this RFP or any potential transactions contemplated herein that are clearly and conspicuously marked as confidential or proprietary, otherwise reasonably identifiable as confidential or proprietary information or under the circumstances should reasonably be considered as confidential or proprietary information, are also to be considered confidential and/or proprietary information of American. Any such confidential and/or proprietary information of American: (a) may only be used for purposes of preparing a proposal in connection with this RFP; and (b) may not be shared with any third party, except that it may be shared with your officers, employees, agents and professional advisors on a need-to-know basis, provided that such individuals (1) have been informed of the confidential nature of such information prior to such disclosure; and (2) are subject to confidentiality obligations at least as restrictive as those contained herein.

Materials submitted by the Respondent in response to this RFP that are considered confidential/proprietary to the Respondent must be clearly marked as such at the time of submission. All supporting documentation, manuals and samples submitted in response to this RFP will become the property of American unless otherwise requested by the Respondent at the time of submission.

No publicity or news release pertaining to this RFP, responses to this RFP, discussions of any kind related to this RFP, or the award of any contract related to this RFP may be released without American's prior written approval.

IN THE EVENT THAT THE RESPONDENT CHOOSES NOT TO RESPOND TO THIS RFP, SUCH RESPONDENT SHALL IMMEDIATELY DISPOSE OF THIS RFP, AND ALL ACCOMPANYING MATERIALS, AND DELETE ALL FILES RECEIVED FROM AMERICAN.

I. Conflict of Interest

By submitting a proposal, the Respondent represents and warrants to American that:

- No current employee of American, who is a member of Respondent's immediate family (spouse, domestic partner, parents, children and their spouses, domestic partner's children and their spouses), has reviewed and approved proposals and entered into an agreement on behalf of American with the Respondent;
- It has not colluded with other prospective Respondents, current employees of American, or former employees of American who have been separated from the company for less than two (2) years, in the preparation of its proposal;
- It has not engaged in any uncompetitive behavior, or other practice, which has denied, or may deny, legitimate business opportunities to other Respondents;
- It has observed, and will observe during the duration of the proposal's effectivity, all relevant legal requirements;
- No gifts greater than nominal value have been provided to any American employee in the last twelve (12) months by the Respondent; and
- It has not sought and will not seek to influence contract decisions outside the proposal process.

J. Standards of Business Conduct

American is committed to maintaining the highest standards of business ethics and complying with both the letter and the spirit of the law in everything that we do and in every country in which we do business. Consequently, employees are prohibited from participating in or condoning illegal or unethical activity, including any form of bribery or corruption. We do not and will not offer, pay, or accept bribes, nor will we permit any third party or intermediary to do so on our behalf. Following these high standards will maintain the hard-earned respect that we have established over the years with our customers.

We require this same commitment in all our suppliers' dealings with us and with our people; it is a condition of doing business with us. We are confident that your company also shares our commitment. As part of this commitment, we have implemented our Business Ethics & Compliance RFP to prevent and detect misconduct. We have also adopted Standards of Business Conduct for all

employees. A copy of the Standards of Business Conduct can be found online at aa.com. We expect our vendors and suppliers to be guided by these principles.

We are also committed to respecting human rights, including combating illegal human trafficking and child exploitation. As a prominent part of the worldwide travel industry, we conduct our business in a manner that protects human rights and the rights of children within our sphere of influence. We have adopted responsible workplace practices and endeavor to conduct our business operations free from complicity in human rights abuses. And we expect our vendors and suppliers to do the same.

If you or any of your employees have any questions about our Standards of Business Conduct, our commitment to integrity, or about the conduct of any of our employees, we welcome calls to the EthicsPoint Helpline - (877) 422-3844, or you may contact us at aa.ethicspoint.com. Reporters to the EthicsPoint Helpline or on-line portal may remain anonymous, and we have a strict policy prohibiting retaliation against anyone who raises a good faith ethics or compliance concern. We do, of course, reserve the right to take action to protect our interests against any contract violations, etc., but voluntary disclosure is a factor that is taken into account. For matters related to contract interpretation and normal commercial matters, refer questions to the usual commercial contacts.

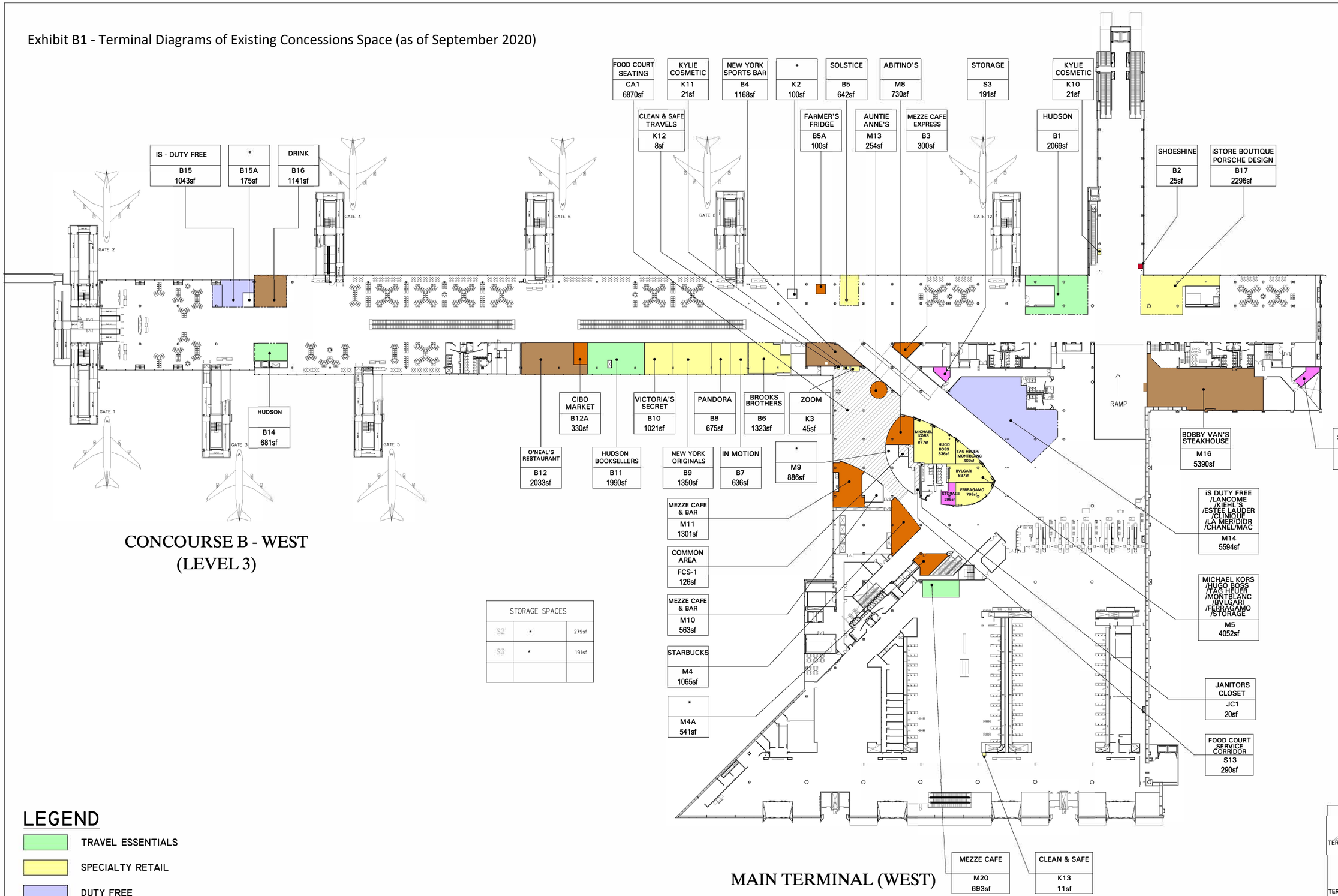
We also encourage our vendors and suppliers to adopt their own codes of conduct if they have not already done so.

Exhibit A – Historical Enplanements (2015-2019)
John F. Kennedy International Airport – Terminal 8

Domestic	2015	2016	2017	2018	2019
American	1,809,640	2,184,166	1,993,716	2,022,563	1,879,856
Regional	772,667	355,857	306,727	319,321	259,790
Subtotal Domestic	**2,582,307**	**2,540,023**	**2,300,443**	**2,341,884**	**2,139,646**
% of Total	55%	54%	50%	53%	51%

International	2015	2016	2017	2018	2019
American	1,184,952	1,248,048	1,168,461	1,109,655	1,042,470
Air Berlin	195,453	204,394	168,107	-	-
Alaska	16,553	61,035	44,538	-	-
Cathay Pacific	-	-	283,764	307,958	284,963
Ethiopian	-	-	-	-	11,169
Finnair	86,391	81,391	83,302	85,134	87,920
Lan Chile	260,373	281,538	285,296	271,390	263,656
LATAM	258,824	174,270	128,125	107,367	111,652
Qantas	-	-	-	67,229	69,800
Qatar	102,927	106,672	102,824	101,493	108,433
Royal Jordanian	38,887	38,732	48,107	51,120	51,108
Subtotal International	**2,144,360**	**2,196,080**	**2,312,524**	**2,101,346**	**2,031,171**
% of Total	45%	46%	50%	47%	49%
Total Terminal 8	**4,726,667**	**4,736,103**	**4,612,967**	**4,443,230**	**4,170,817**

Exhibit B1 - Terminal Diagrams of Existing Concessions Space (as of September 2020)



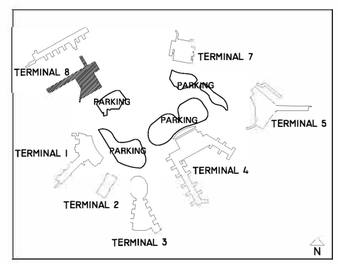
CONCOURSE B - WEST
(LEVEL 3)

MAIN TERMINAL (WEST)

STORAGE SPACES		
S2	*	279sf
S3	*	191sf

LEGEND

- TRAVEL ESSENTIALS
- SPECIALTY RETAIL
- DUTY FREE
- CURRENCY EXCHANGE
- F&B: QUICK SERVICE
- F&B: FULL SERVICE
- SERVICE
- STORAGE
- WESTFIELD COMMON AREA



URW Airports, LLC
2049 CENTURY PARK EAST, 41ST FLOOR CENTURY CITY, CA. 90067 (310) 478-4456

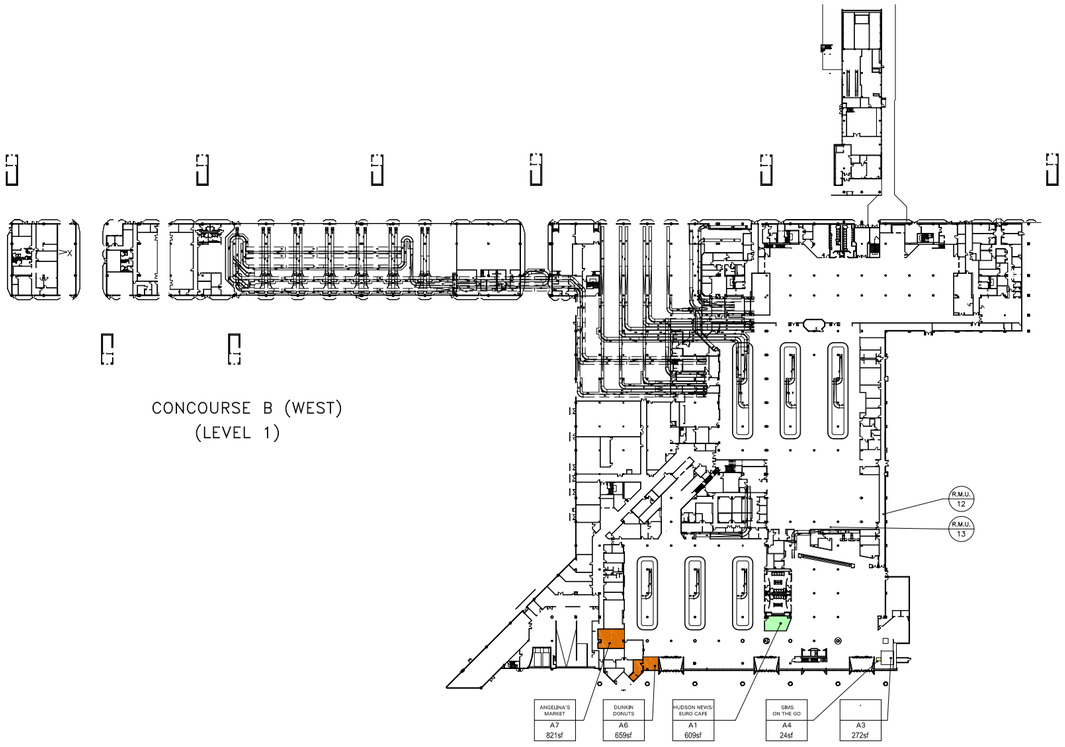
RETAIL CATEGORY PLAN

This drawing is diagramatic and shows only approximate conditions, locations, quantities and proposed elements. The size, location, existence or identity of any element or specific occupant may be added eliminated or modified at the sole and absolute discretion of the Landlord. Failure to verify actual conditions shall be at the sole risk and responsibility of the tenant.

SCALE

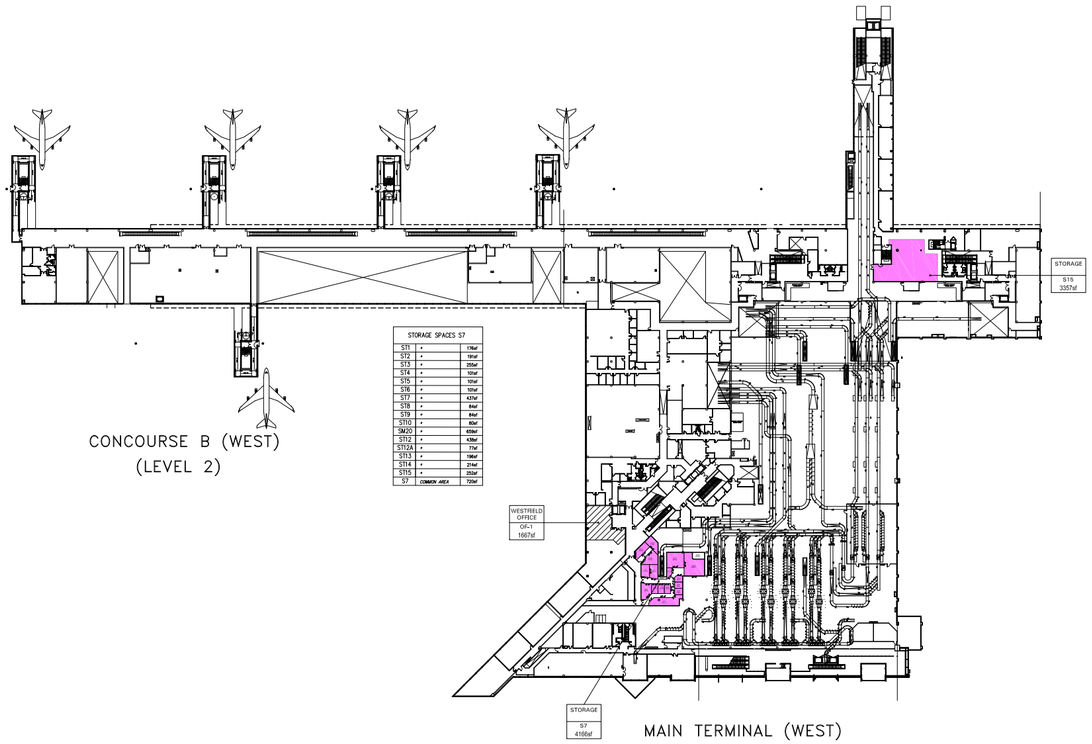
Westfield
John F. Kennedy International Airport
JFK INTERNATIONAL AIRPORT TERMINAL 8 JAMAICA, NY. 11430-1683 (718) 244-5900

N
JFK
Sep 21, 2020
SHEET 1 OF 3



CONCOURSE B (WEST)
(LEVEL 1)

MAIN TERMINAL (WEST)
(LEVEL 1)



CONCOURSE B (WEST)
(LEVEL 2)

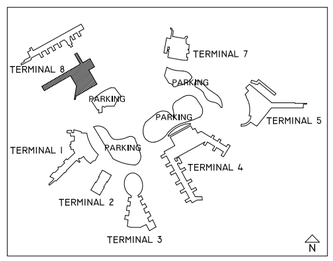
STORAGE SPACES S7

ST1	•	176sf
ST2	•	191sf
ST3	•	259sf
ST4	•	101sf
ST5	•	101sf
ST6	•	101sf
ST7	•	431sf
ST8	•	84sf
ST9	•	61sf
ST10	•	80sf
SW30	•	459sf
ST12	•	438sf
ST12A	•	77sf
ST13	•	196sf
ST14	•	214sf
ST15	•	202sf
S7	COMMON AREA	720sf

MAIN TERMINAL (WEST)
(LEVEL 2)

LEGEND

- TRAVEL ESSENTIALS
- SPECIALTY RETAIL
- DUTY FREE
- CURRENCY EXCHANGE
- F&B: QUICK SERVICE
- F&B: FULL SERVICE
- SERVICE
- STORAGE
- WESTFIELD COMMON AREA



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2049 CENTURY PARK EAST, 41ST FLOOR CENTURY CITY, CA. 90067 (310) 478-4456

RETAIL CATEGORY PLAN

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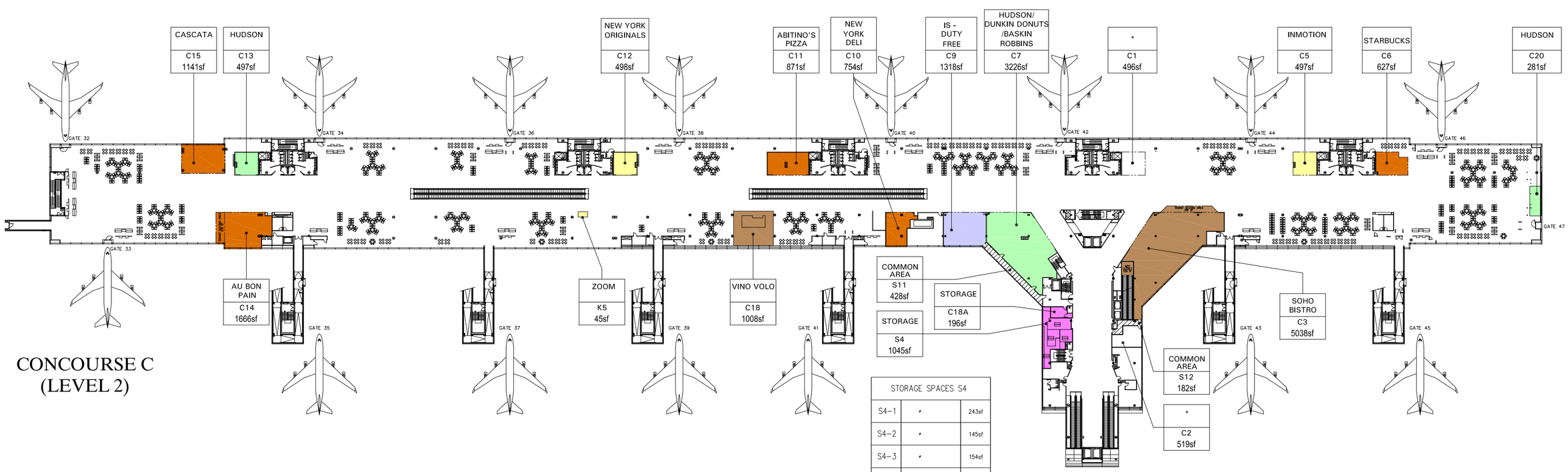
0' 40' 80' 160'
SCALE

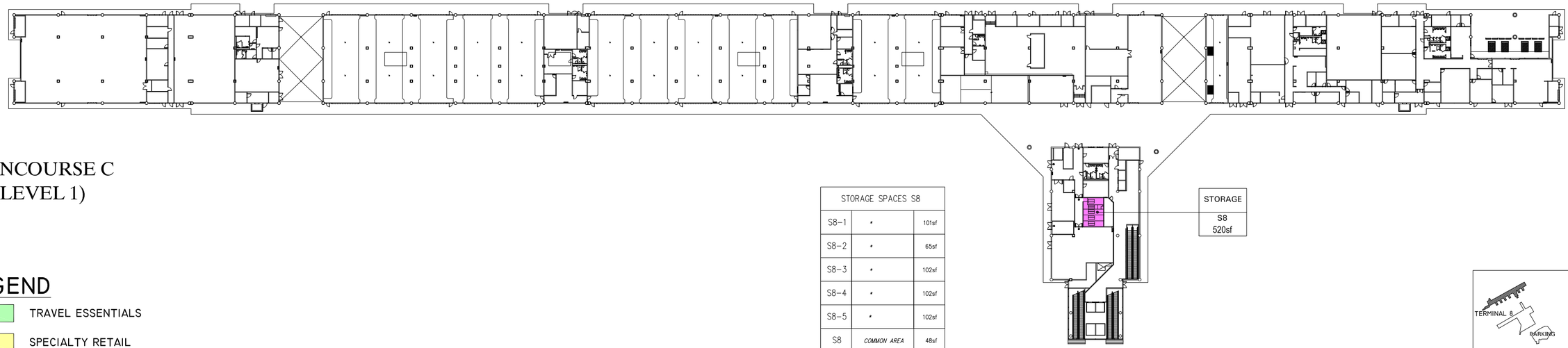
Westfield
John F. Kennedy International Airport
JFK INTERNATIONAL AIRPORT TERMINAL 8 JAMAICA, NY. 11430-1683 (718) 244-5900

N
JFK
Sep 21, 2020



CONCOURSE C
(LEVEL 2)

STORAGE SPACES S4		
S4-1	"	243sf
S4-2	"	145sf
S4-3	"	154sf
S4-4	"	151sf
S4	*COMMON AREA*	352sf

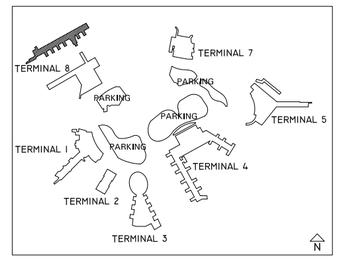


CONCOURSE C
(LEVEL 1)

STORAGE SPACES S8		
S8-1	"	101sf
S8-2	"	65sf
S8-3	"	102sf
S8-4	"	102sf
S8-5	"	102sf
S8	*COMMON AREA*	48sf

LEGEND

- TRAVEL ESSENTIALS
- SPECIALTY RETAIL
- DUTY FREE
- CURRENCY EXCHANGE
- F&B: QUICK SERVICE
- F&B: FULL SERVICE
- SERVICE
- STORAGE
- WESTFIELD COMMON AREA



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RETAIL CATEGORY PLAN

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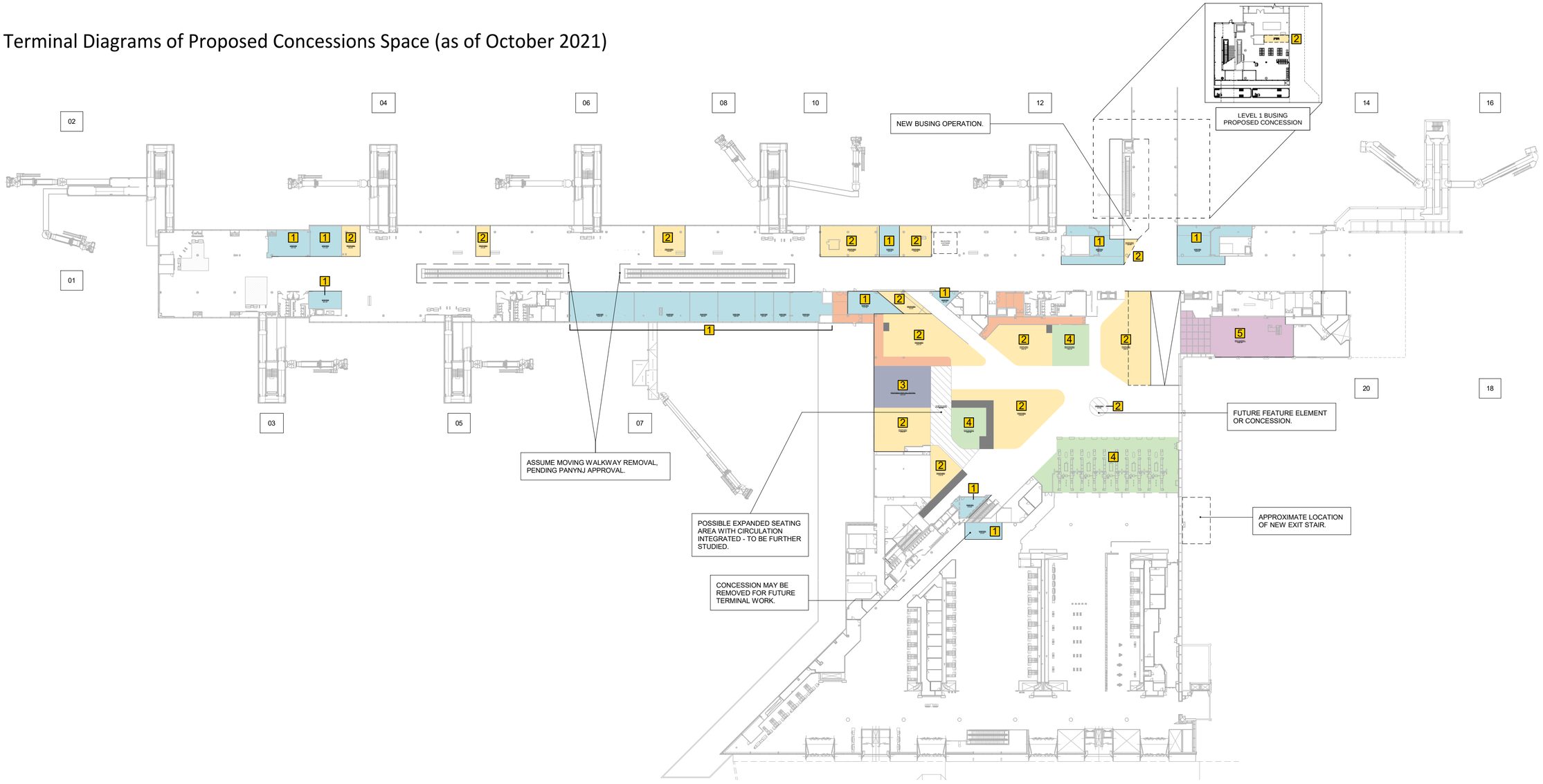
0' 20' 40' 80'
SCALE

Westfield
John F. Kennedy International Airport
JFK INTERNATIONAL AIRPORT TERMINAL 8 JAMAICA, NY. 11430-1683 (718) 244-5900

N
JFK
Sep 21, 2020
SHEET 3 OF 3

Exhibit B2 - Terminal Diagrams of Proposed Concessions Space (as of October 2021)



1 CONCESSIONS - EXISTING - CONCOURSE B

2 CONCESSIONS - PROPOSED - CONCOURSE B

3 CONCESSIONS - FOOD HALL/ OPEN SEATING PROPOSED

4 SERVICES - RESTROOMS / SSCP

5 CONCESSIONS - EXISTING - RESTAURANT

CONCOURSE B

NAME	AREA
CONCESSIONS - EXISTING CONCOURSE B	19,462 SF
CONCESSIONS - EXISTING RESTAURANT	5,200 SF
CONCESSIONS - PROPOSED CONCOURSE B	25,650 SF (+315 FUTURE FEATURE)
CONCESSIONS - PROPOSED FOOD HALL SEATING	2,725 SF (+2,450 TO BE STUDIED)
CONCESSIONS - BUSING LEVEL 1	200 SF
GRAND TOTAL	53,237 SF

CONCESSIONS

NAME	AREA
CONCESSIONS - EXISTING CONCOURSE B	19,462 SF
CONCESSIONS - EXISTING RESTAURANT	5,200 SF
CONCESSIONS - EXISTING CONCOURSE C	18,535 SF
CONCESSIONS - EXISTING LEVEL 1	1,883 SF
CONCESSIONS - PROPOSED CONCOURSE B	25,650 SF
CONCESSIONS - PROPOSED FOOD HALL SEATING	2,725 SF
CONCESSIONS - PROPOSED CONCOURSE C	10,550 SF
CONCESSIONS - PRPOSED OPEN SEATING LEVEL 1	340 SF
CONCESSIONS - PROPOSED LEVEL 1	600 SF
CONCESSIONS - BUSING LEVEL 1	200 SF
GRAND TOTAL	85,145 SF

American Airlines

LEVEL 3 - TERMINAL & CONCOURSE B

AMERICAN AIRLINES JFK TERMINAL 8

10/11/21

PRELIMINARY

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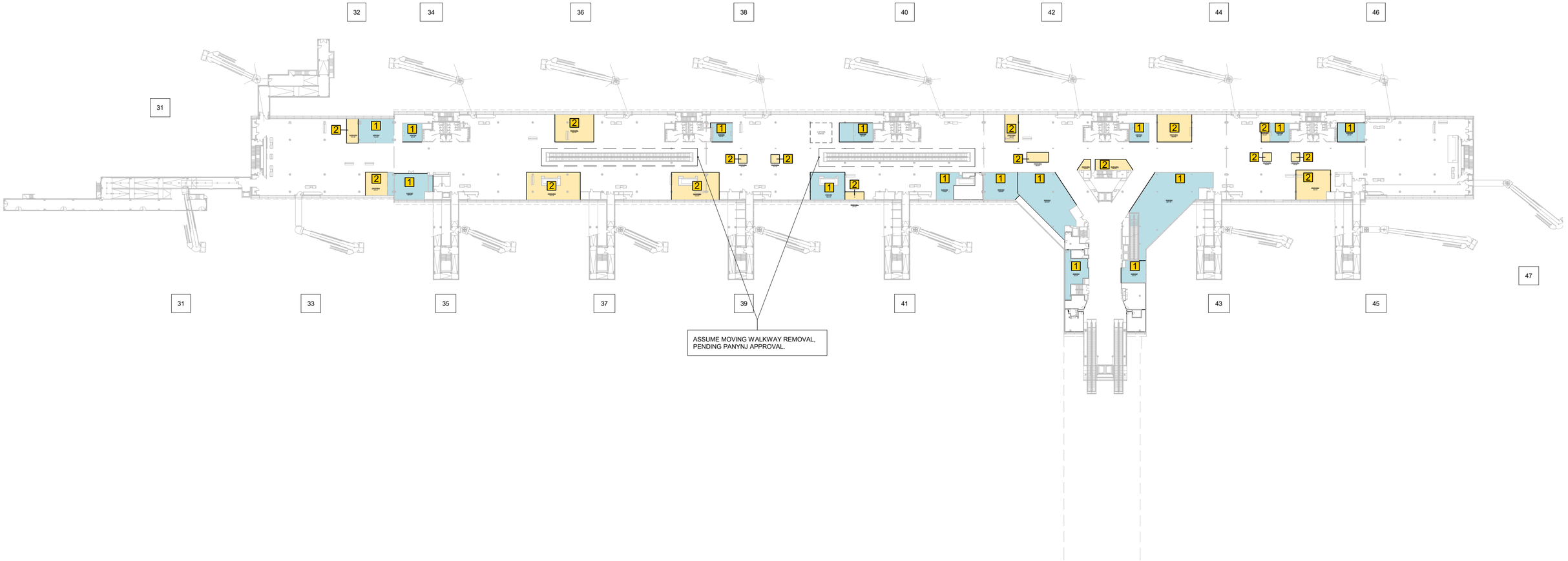

1 CONCESSIONS - EXISTING - CONCOURSE C

2 CONCESSIONS - PROPOSED - CONCOURSE C

CONCOURSE C	
NAME	AREA
CONCESSIONS - EXISTING CONCOURSE C	18,535 SF
CONCESSIONS - PROPOSED CONCOURSE C	10,550 SF
GRAND TOTAL	29,085 SF

CONCESSIONS	
NAME	AREA
CONCESSIONS - EXISTING CONCOURSE B	19,462 SF
CONCESSIONS - EXISTING RESTAURANT	5,200 SF
CONCESSIONS - EXISTING CONCOURSE C	18,535 SF
CONCESSIONS - EXISTING LEVEL 1	1,883 SF
CONCESSIONS - PROPOSED CONCOURSE B	25,650 SF
CONCESSIONS - PROPOSED FOOD HALL SEATING	2,725 SF
CONCESSIONS - PROPOSED CONCOURSE C	10,550 SF
CONCESSIONS - PRPOSED OPEN SEATING LEVEL 1	340 SF
CONCESSIONS - PROPOSED LEVEL 1	600 SF
CONCESSIONS - BUSING LEVEL 1	200 SF
GRAND TOTAL	85,145 SF

American Airlines

LEVEL 3 - CONCOURSE C

AMERICAN AIRLINES JFK TERMINAL 8

10/11/21

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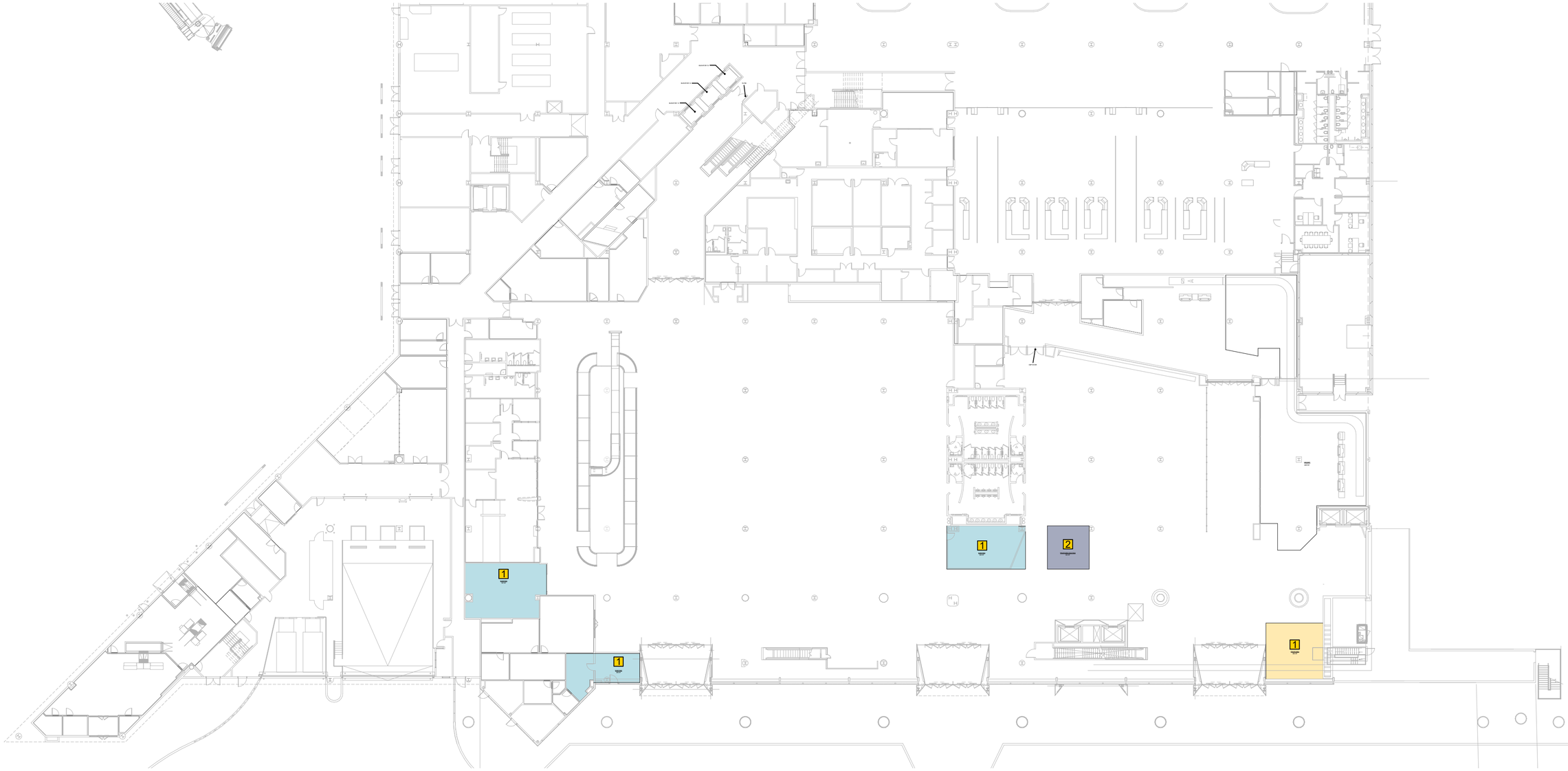

1 CONCESSIONS - EXISTING - ARRIVALS LEVEL

2 CONCESSIONS - PROPOSED - ARRIVALS LEVEL

3 CONCESSIONS - PROPOSED OPEN SEATING - ARRIVALS LEVEL

LEVEL 1	
NAME	AREA
CONCESSIONS - EXISTING LEVEL 1	1,883 SF
CONCESSIONS - OPEN SEATING LEVEL1	340 SF
CONCESSIONS - PROPOSED LEVEL 1	600 SF
GRAND TOTAL	2,823 SF

CONCESSIONS	
NAME	AREA
CONCESSIONS - EXISTING CONCOURSE B	19,462 SF
CONCESSIONS - EXISTING RESTAURANT	5,200 SF
CONCESSIONS - EXISTING CONCOURSE C	18,535 SF
CONCESSIONS - EXISTING LEVEL 1	1,883 SF
CONCESSIONS - PROPOSED CONCOURSE B	25,650 SF
CONCESSIONS - PROPOSED FOOD HALL SEATING	2,725 SF
CONCESSIONS - PROPOSED CONCOURSE C	10,550 SF
CONCESSIONS - PRPOSED OPEN SEATING LEVEL 1	340 SF
CONCESSIONS - PROPOSED LEVEL 1	600 SF
CONCESSIONS - BUSING LEVEL 1	200 SF
GRAND TOTAL	85,145 SF

American Airlines

LEVEL 1 - TERMINAL & CONCOURSE B

AMERICAN AIRLINES JFK TERMINAL 8

10/11/21

PRELIMINARY

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1 CONCESSIONS - PROPOSED
2 CONCESSIONS - FOOD HALL/ OPEN SEATING PROPOSED
3 SERVICES - RESTROOMS / SSCP
4 BOH - SERVICE CORRIDOR / STORAGE
5 CONCESSIONS - EXISTING
6 EGRESS
7 CONCESSIONS - EXISTING RESTAURANT

CONCESSIONS

NAME	AREA
PROPOSED CONCESSIONS	19,190 SF (+315)
PROPOSED OPEN CONCESSIONS	2,725 SF (+2,450)
EXISTING CONCESSIONS	1,296 SF
EXISTING RESTAURANT	5,200 SF
GRAND TOTAL	28,411 SF

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OPEN CONCEPT

AMERICAN AIRLINES JFK TERMINAL 8
10/11/21

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JFK INTERNATIONAL AIRPORT
TERMINAL 8
04/22/2021

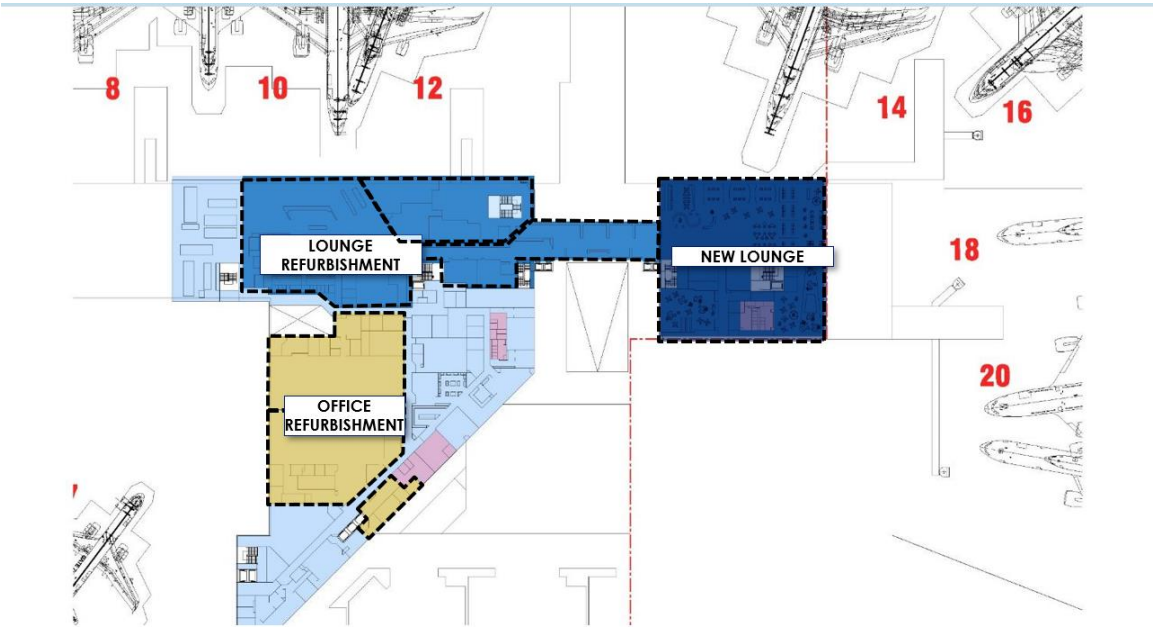
GENERAL			EXISTING/ REQD. UTILITIES																LIFE SAFETY/ FIRE PROTECT.	
			PLUMBING					MECHANICAL							ELECTRICAL			TEL/ DATA		
SPACE NO.	RETAIL CATEGORY	AREA (sf)	COOKING (Y/ N)	SANITARY - WASTE	SANITARY - VENT	DCW	NATURAL GAS - PIPE	NATURAL GAS - EST. DEMAND (Mbtu/ h)	ESTIMATED/ REQD. SUPPLY RATE	ESTIMATED/ REQD. SUPPLY VOLUME (cfm)	OUTSIDE AIR (cfm/ sf)	MAKE-UP AIR (cfm)	TYPE I - EXHAUST	TYPE II - EXHAUST	CHWS/R HHWS/R	CONDUIT	VOLTAGE	CB - AMPS	CONDUIT	FAS	SPRINKLER
MainTerminal - Arrivals Level 1 (West)																					
A1	TE	609	N	3"	2"	1"	N/A	N/A	2.0	1218	0.2	N/A	N/A	N/A	HHW	-	480	70	REQD	REQD	REQD
A3	CE	272	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	208	60	REQD	N/A	N/A
A4	SR	24	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
A6	QS-F&B	659	N	4"	2"	.75"	N/A	N/A	2.0	1318	0.3	-	N/A	-	CHW	2.5"	208	225	2"	REQD	REQD
A7	QS-F&B	821	N	4"	2"	1"	N/A	N/A	3.0	2463	-	N/A	N/A	N/A	CHW	2.5"	208	225	REQD	REQD	REQD
Main Terminal - Departures Level 3 (West)																					
M4	QS-F&B	1065	N	3"	2"	1"	N/A	N/A	3.0	3195	0.4	N/A	N/A	N/A	CHW + HHW	-	208	250	REQD	REQD	REQD
M4A	-	541	N	N/A	N/A	N/A	N/A	N/A	2.0	1082	0.5	N/A	N/A	N/A	CHW + HHW	1"	208	50	1"	REQD	REQD
M5	SR	4052	N	N/A	N/A	N/A	N/A	N/A	2.0	8104	N/A	N/A	N/A	N/A	CHW	(3) 2"	208	100	REQD	REQD	REQD
M8	QS-F&B	730	Y	3"	2"	1"	2.5"	957	3.0	2190	0.4	3840	24"x12"	10"x10"	CHW	-	480	100	REQD	REQD	REQD
M9	QS-F&B	886	Y	3"	3"	1.25"	2"	-	3.0	2658	0.6	1850	15"X14"	-	CHW	(2) 2"	480	150	1"	REQD	REQD
M10	QS-F&B	563	Y	4"	2"	1.5"	3"	1,156	3.0	1689	-	3740	18"x18"	-	CHW + HHW	(2) 1.25"	480	100	REQD	REQD	REQD
M11	QS-F&B	1301	Y	3"	3"	1.25"	2"	808	3.0	3903	0.5	1880	16"x10"	-	CHW	(2) 1.5"	480	80	REQD	REQD	REQD
M13	QS-F&B	254	N	4"	2"	1"	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	208	200	REQD	N/A	N/A
M14	DF	5594	N	N/A	N/A	N/A	N/A	N/A	2.0	11188	-	N/A	N/A	N/A	CHW + HHW	1.25"	480	110	2.5"	REQD	REQD
M20	QS-F&B	693	N	4"	2.5"	.75"	N/A	N/A	2.0	1386	N/A	N/A	N/A	N/A	N/A	2"	208	150	REQD	REQD	REQD
Concourse B - Departures Level 3 (West)																					
B1	TE	2,069	N	N/A	N/A	N/A	N/A	N/A	1.0	2069	0.2	N/A	N/A	N/A	-	1"	480	60	REQD	REQD	REQD
B3	QS-F&B	300	N	4"	2"	.75"	N/A	N/A	1.0	300	0.1	N/A	N/A	N/A	N/A	.75"	480	60	REQD	REQD	REQD
B4	FS-F&B	1,168	N	4"	2"	1"	N/A	N/A	3.0	3504	0.5	-	-	1	CHW + HHW	2"	480	150	1"	REQD	REQD
B5	SR	642	N	N/A	N/A	N/A	N/A	N/A	1.0	642	0.2	N/A	N/A	N/A	HHW	1"	208	60	1"	REQD	REQD
B6	SR	1,323	N	N/A	N/A	N/A	N/A	N/A	1.0	1323	-	N/A	N/A	N/A	CHW	1.25"	208	100	1"	REQD	REQD
B7	SR	636	N	N/A	N/A	N/A	N/A	N/A	1.0	636	0.12	N/A	N/A	N/A	CHW	1"	208	60	REQD	REQD	REQD
B8	SR	675	N	N/A	N/A	N/A	N/A	N/A	1.0	675	0.2	N/A	N/A	N/A	CHW	1.25"	208	60	REQD	REQD	REQD
B9	SR	1,350	N	N/A	N/A	N/A	N/A	N/A	1.0	1350	0.2	N/A	N/A	N/A	CHW	1.25"	208	60	1"	REQD	REQD
B10	SR	1,021	N	N/A	N/A	N/A	N/A	N/A	1.0	1021	0.2	N/A	N/A	N/A	CHW	1.25"	208	100	1"	REQD	REQD
B11	TE	1,990	N	N/A	N/A	N/A	N/A	N/A	1.0	1990	0.2	N/A	N/A	N/A	CHW	1.25"	480	60	REQD	REQD	REQD
B12/ A	FS-F&B	2,363	Y	4"	2"	1.5"	N/A	N/A	3.0	7089	0.5	3048	20"x20"	N/A	HHW	3"	480	300	1"	REQD	REQD
B14	TE	681	N	N/A	N/A	N/A	N/A	N/A	1.0	681	0.2	N/A	N/A	N/A	CHW	1.25"	480	100	REQD	REQD	REQD
B15	DF	1,043	N	N/A	N/A	N/A	N/A	N/A	1.0	1043	-	N/A	N/A	N/A	CHW + HHW	1.25"	480	60	1.25"	REQD	REQD
B15A	CE	175	N	N/A	N/A	N/A	N/A	N/A	1.0	175	-	N/A	N/A	N/A	N/A	1"	480	20	REQD	REQD	REQD
B16	FS-F&B	1,141	N	4"	2"	1"	N/A	N/A	3.0	3423	0.4	795	N/A	2	CHW + HHW	1.5"	480	100	1"	REQD	REQD
Concourse B - Departures Level 3 (East)																					
B17	SR	2,296	N	4"	2"	1"	N/A	N/A	1.0	2296	-	N/A	N/A	N/A	-	1.25"	480	125	.75"	REQD	REQD
M16	FS-F&B	5,390	Y	4"	4"	3"	4	1,925	3.0	16170	0.4	5040	24"x20"	(2) 12"x12"/ 8"	CHW + HHW	4"	480	400	REQD	REQD	REQD
Concourse C - Departures Level 2																					
C1	SR	496	N	N/A	N/A	N/A	N/A	N/A	1.0	496	0.3	N/A	N/A	N/A	-	1.25"	208	60	REQD	REQD	REQD
C2	CE	519	N	N/A	N/A	N/A	N/A	N/A	1.0	519	-	N/A	N/A	N/A	N/A	1"	208	60	REQD	REQD	REQD
C3	FS-F&B	5038	Y	4"	2"	1.5"	N/A	N/A	3.0	15114	-	6500	24"x28"	-	CHW + HHW	3.5"	480	600	1"	REQD	REQD
C5	SR	497	N	N/A	N/A	N/A	N/A	N/A	1.0	497	-	N/A	N/A	N/A	CHW	1"	208	60	REQD	REQD	REQD
C6	QS-F&B	627	N	4"	2"	1"	N/A	N/A	2.0	1254	-	N/A	N/A	N/A	-	-	208	150	REQD	REQD	REQD
C7	TE/ QS F&B	3226	N	3"	2"	1"	N/A	N/A	1.5	4839	0.2	N/A	N/A	N/A	CHW + HHW	(2) 1.25"	480	(2) 70	1.5"	REQD	REQD
C9	DF	1318	N	N/A	N/A	N/A	N/A	N/A	2.0	2636	-	N/A	N/A	N/A	-	1"	480	60	1"	REQD	REQD
C10	QS-F&B	754	Y	4"	2"	1"	N/A	N/A	2.0	1508	0.4	2200	16"x16"	12"x12"	CHW + HHW	2"	480	175	REQD	REQD	REQD
C11	QS-F&B	871	Y	4"	2"	.75"	N/A	N/A	3.0	2613	-	980	12"x12"	-	-	2"	480	150	REQD	REQD	REQD
C12	SR	498	N	N/A	N/A	N/A	N/A	N/A	1.0	498	-	N/A	N/A	N/A	N/A	1.25"	208	60	1.25"	REQD	REQD
C13	TE	497	N	N/A	N/A	N/A	N/A	N/A	1.0	497	0.2	N/A	N/A	N/A	HHW	-	208	60	REQD	REQD	REQD
C14	QS-F&B	1666	N	3"	2"	1"	N/A	N/A	3.0	4998	-	N/A	N/A	14"x10"	CHW	2"	480	150	(2) 1"	REQD	REQD
C15	FS-F&B	1141	N	4"	2"	1"	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	1"	480	90	REQD	REQD	REQD
C18	FS-F&B	1008	N	4"	1.5"	1"	N/A	N/A	N/A	N/A	-	N/A	N/A	N/A	N/A	2"	208	100	1.25"	REQD	REQD
C20	TE	281	N	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.25"	208	50	1"	REQD	N/A

****: 54"X36" SHARED SHAFT AT FOODCOURT***
REQD: REQUIRED

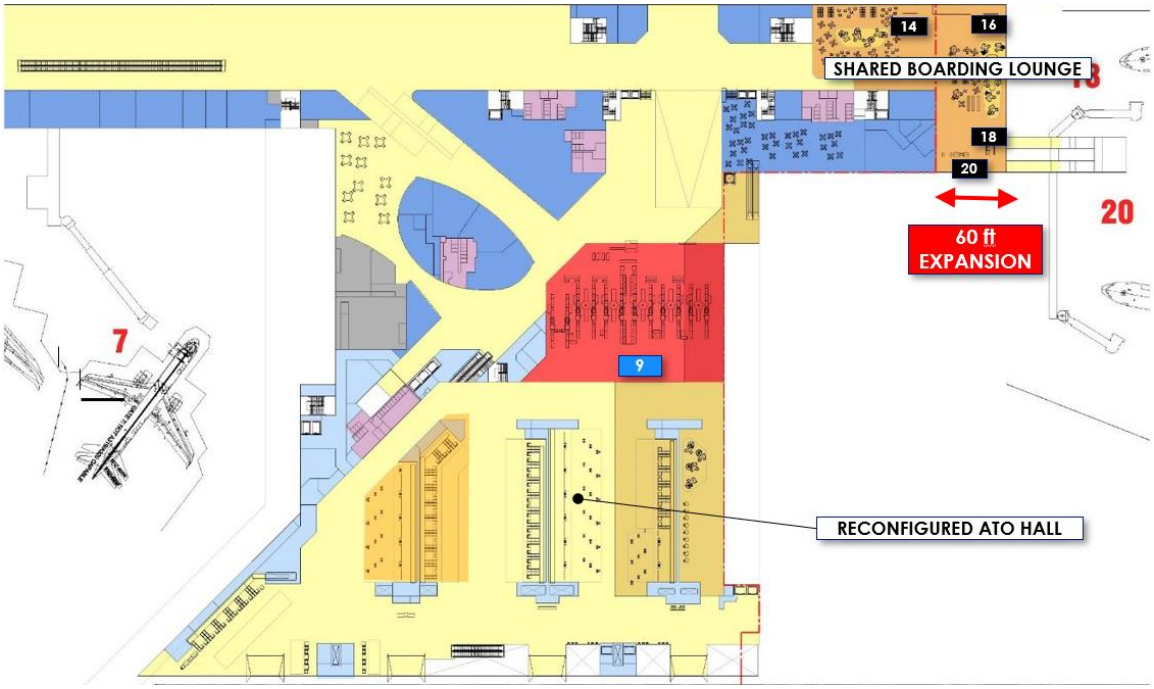
Exhibit C – Planned Terminal Improvements
John F. Kennedy International Airport – Terminal 8

External view of expanded bagroom, international arrivals area,
airline support space and new gate holdrooms.

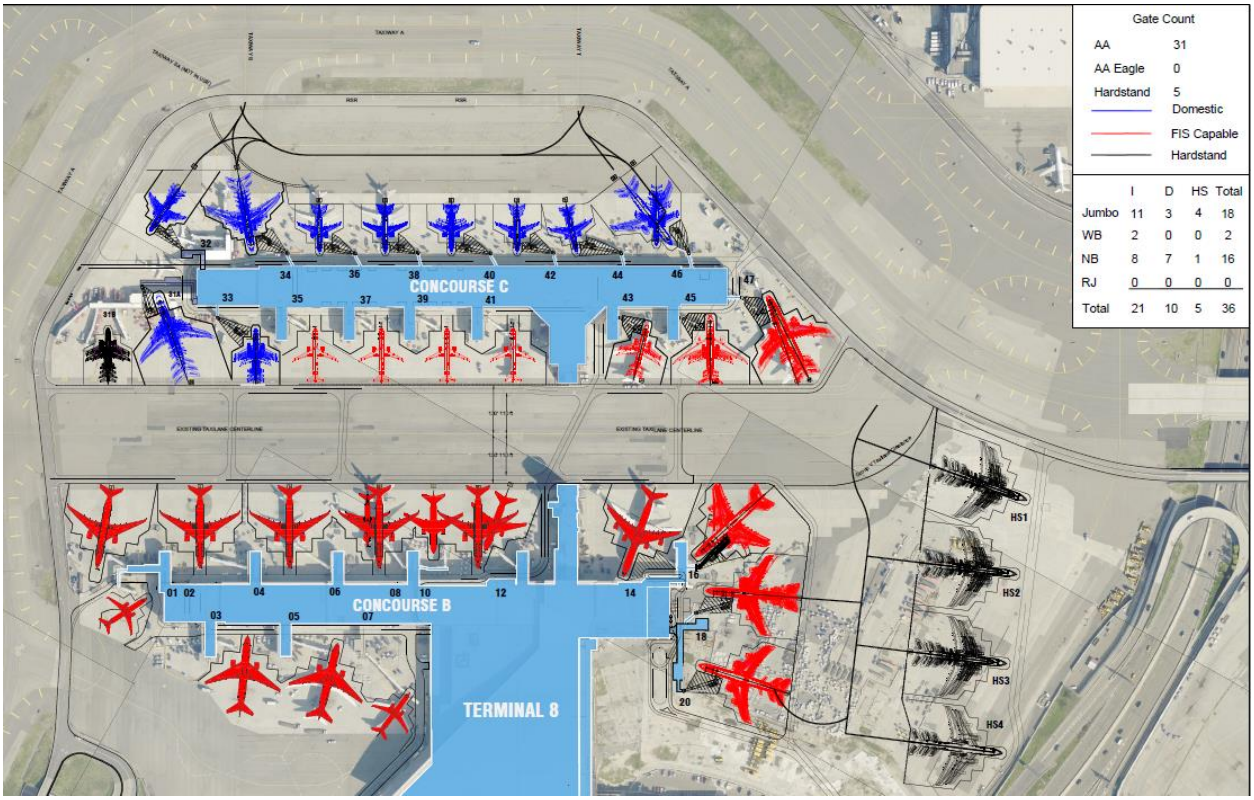
Gate layout showing new widebody capable gates 18, 20, 31, 34, 36 and new widebody hardstands (x4)



Premium Lounge Expansion and Upgrades – Level 4



Processor and concourse view showing expansion of ticket counter support space and kiosk area in support of British Airways and other airline expansion, along with the expanded gate holdroom for new gates 18 and 20



Gate layout view showing domestic and international operations (subject to change)

Exhibit D – ACDBE Participation

The Port Authority has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is currently thirty percent (30%) and may be updated by the Port Authority from time to time based on updated studies undertaken by the agency and posted on the Port Authority website: https://www.panynj.gov/supplierdiversity.

The overall ACDBE goal is a key element of the Port Authority's airport concession program and the selected respondent shall take all necessary and reasonable steps to comply with the requirements of the Port Authority's ACDBE program. The selected respondent commits to the maximum extent feasible consistent with its good business judgment, including without limit the consideration of cost competitiveness, to make good faith efforts to, at a minimum, consistently achieve and maintain the above-stated ACDBE participation goal. Information regarding specific good faith steps can be found in the Port Authority's ACDBE program located on its above-referenced website. In addition, the selected respondent shall keep and provide such records as shall enable the Port Authority to comply with its obligations under 49 C.F.R. Part 23 regarding efforts to offer opportunities to ACDBEs and effectively monitor the Terminal Facilities ACDBE program and participation.

Pursuant to 49 C.F.R. 23.25 (f), ACDBE participation must be, to the greatest extent practicable, in the form of direct ownership arrangements with ACDBEs. A direct ownership arrangement means a joint venture, partnership, sublease, license, franchise or other arrangement in which a firm owns and controls a concession. ACDBE participation through joint ventures must be approved by the Port Authority prior to agreement execution. Only firms certified as ACDBEs and approved joint ventures can be counted toward the ACDBE participation goal. A firm applying for ACDBE certification cannot be counted toward the participation goal until the certification process is complete and such firm is certified as an ACDBE. Similarly, a joint venture with a certified ACDBE cannot be counted toward the goal until such venture is reviewed and approved. Failure to demonstrate good faith efforts to achieve and maintain the ACDBE participation at any time during the term of the Contract may be considered an event of default.

A detailed description of outreach efforts that are expected to be utilized to fulfill the ACDBE participation commitment is set forth on Appendix A (ACDBE Outreach Efforts) hereto.

Qualification as an ACDBE

To qualify as an ACDBE, the firm must meet the definition set forth below and be certified by the New York State or New Jersey State Uniform Certification Program (UCP). The New York State UCP directory is available on-line at http://nysucp.newnycontracts.com and the New Jersey State UCP at http://njucp.dbesystem.com

An ACDBE must be a small business concern whose average annual receipts for the preceding three (3) fiscal years does not exceed the amount defined in 49 C.F.R. Part 23.33 as the same shall be modified pursuant to periodic federal update. It must be (a) at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially or economically disadvantaged individuals who own it.

Further, the ACDBE must meet the personal net worth standard established pursuant to 49 C.F.R. Part 23.35 as the same shall also be modified subject to periodic federal update. The ACDBE may, if other qualifications are met, be a franchisee of a franchisor.

The Port Authority makes a rebuttable presumption that individuals in the following groups who are citizens of the United States or lawful permanent residents are "socially and economically disadvantaged":

a. Women;

b. Black Americans which includes persons having origins in any of the Black racial groups of Africa;

c. Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

d. Native Americans which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;

e. Asian-Pacific Americans which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;

f. Asian-Indian Americans which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, Maldives Islands, Nepal or Sri Lanka; and

g. Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. Section 637(a)).

Other individuals may be found to be socially and economically disadvantaged on a case-by-case basis. For example, a disabled Vietnam veteran, an Appalachian white male, or another person may claim to be disadvantaged. If such individual requests that his or her firm be certified as ACDBE, the Port Authority, as a certifying partner in the New York State and New Jersey State UCPs will determine whether the individual is socially or economically disadvantaged under the criteria established by the federal government. These owners must demonstrate that their disadvantaged status arose from individual circumstances, rather than by virtue of membership in a group.

Certification of ACDBEs hereunder shall be made by the New York State or New Jersey State UCP. If Lessee/concession sublessee wishes to utilize a firm not listed in the UCP directories but which the Lessee/concession sublessee believes should be certified as an ACDBE, that firm shall submit to the Port Authority a written request for a determination that the firm is eligible for certification. This shall be done by completing and forwarding such forms as may be required under 49 C.F.R. Part 23. All such requests shall be in writing, addressed to the, Office of [Diversity and Civil Rights], The Port Authority of New York and New Jersey, 2 Montgomery Street, 2nd Floor, Jersey City, NJ 07302 or such other address as the Port Authority may designate from time to time. Contact certhelp@panynj.gov for inquiries or assistance.

Appendix A
ACDBE Outreach Efforts

(I) a full description of where, how and when outreach efforts will take place for ACDBE opportunities;

(II) a description of what has been accomplished to date with regard to outreach and pre-selection of potential ACDBE firms;

(III) a detailed timeline for each type of outreach effort;

(IV) a detailed description of the methods to be used in selecting ACDBE firms that will participate in the Lessee's ACDBE program;

(V) a description of the process to be used by the Lessee to insure that ACDBE firms selected to participate in the Lessee's ACDBE program are certified and the method for ensuring that participating firms submit certification applications and complete the certification process, in a timely manner (it being acknowledged that firms certified as ACDBE by another state are not guaranteed certification by the Port Authority and shall be required to submit an Interstate Certification Application, which shall be subject to the Port Authority's review and approval);

(VI) a description of the process utilized by the Lessee to ensure that joint ventures including ACDBE participation are approved by the Office of [Diversity and Civil Rights] of the Port Authority and what efforts to monitor for compliance with federal rules, regulations and guidance will be undertaken;

(VII) a description of the methods for insuring ACDBE participation is fulfilled throughout the term of each Concession Sublease; and

(VIII) a description of how ACDBE participation will be monitored throughout the Term.

Exhibit E – Local Business Enterprise Participation

American and the Port Authority intend to mutually agree to a goal of a minimum percentage of food/beverage venues in T8 to be subleased and operated by New York City-based businesses, with a specific focus on Queens-based businesses[5].

The selected respondent would be responsible for building out dedicated vendor stalls for smaller Community businesses with limited access to capital, without any obligation of such smaller Community businesses to reimburse selected respondent for the costs thereof, which would allow such smaller Community businesses to gain exposure by operating on temporary, seasonal or a flexible term basis. The selected respondent would provide supportive strategies to strengthen business capacity, including but not limited to facilitating access to business advisory services and technical assistance.

[5] Contract preference should be given in the following order of geographic priority: (1) MWBEs located in zip codes 11405, 11411, 11412, 11413, 11414, 11416, 11417, 11418, 11419, 11420, 11421, 11422, 11423, 11428, 11429, 11430, 11432, 11433, 11434, 11435, 11436, 11451, 11691, 11692, 11693, 11694, 11695, 11697, 11559, 11598, 11096, 11516, 11557, 11003, 11580, 11581, 11582; (2) MWBEs located within the Borough of Queens, New York; (3) MWBEs located within other Boroughs; (4) MWBEs located within the Port District ; and (5) MWBEs located elsewhere

Exhibit F – Form of Proposal Bond

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned as Principal, and as Surety, a corporation chartered and existing under the laws of the State of _____, and full authorized to do business in the state of New York, are hereby held and firmly bound unto American Airlines, Inc (American), as Owner in the sum of One Hundred Thousand and 00/100 ($100,000.00) Dollars good and lawful money of the United Stated of America, to be paid upon demand to American, to which payment well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this __ day of _____, 2020.

The condition of the above obligation is such that whereas the Principal has submitted to American a certain proposal, attached hereto and hereby made a part hereof, to enter into a Contract in writing for Developing, Leasing, Marketing and Managing the Concessions Program at John F. Kennedy International Airport, Terminal 8.

NOW, THEREFORE,

A. If said proposal shall be rejected, or in the alternate;

B. If said proposal shall be accepted and the Principal shall, within 15 calendar days after receipt of written notification from American of the award of the Contract, execute and deliver such Contract and within 15 days after such notification shall furnish the required Performance Bond, Certificate of Insurance, and shall in all other respects perform the agreement created by the acceptance of said proposal, recognizing that certain terms are subject to negotiation, then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, here stipulated and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which American accepts such proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

ON BEHALF OF PRINCIPAL: _____

PRINTED NAME OF PRINCIPAL:_____

ON BEHALF OF SURETY:_____

PRINTED NAME OF SURETY:_____

Exhibit G – 2019 Monthly Category Sales
John F. Kennedy International Airport – Terminal 8

Month	Food & Beverage	Duty Free	Travel Essentials	Currency Exchange	Retail	Services	Total
January	$2,889,561	$1,970,045	$1,658,764	$848,367	$725,563	83,747	$8,176,045
February	$2,776,676	$1,919,410	$1,547,955	$862,837	$671,945	81,170	$7,859,993
March	$3,207,728	$2,328,936	$1,833,484	$1,178,819	$748,369	101,072	$9,398,409
April	$2,917,723	$2,126,782	$1,723,957	$962,453	$675,148	106,354	$8,512,418
May	$3,125,778	$2,874,765	$1,914,102	$1,289,892	$831,730	119,581	$10,155,848
June	$3,097,096	$2,261,654	$1,869,267	$1,417,748	$805,351	128,145	$9,579,260
July	$3,029,993	$2,264,597	$1,851,623	$1,244,347	$745,228	127,922	$9,263,710
August	$2,992,131	$2,137,318	$1,804,373	$1,257,345	$774,198	114,234	$9,079,599
September	$2,791,067	$2,066,114	$1,718,357	$1,035,820	$781,596	121,642	$8,514,595
October	$2,932,401	$2,269,589	$1,770,432	$1,019,092	$759,903	101,718	$8,853,134
November	$2,704,899	$2,320,225	$1,630,812	$836,286	$708,650	91,367	$8,292,238
December	$3,272,098	$2,636,638	$1,956,834	$836,286	$851,855	105,016	$9,658,727
Total	$35,737,152	$27,176,072	$21,279,959	$12,789,290	$9,079,535	1,281,967	$107,343,976

Exhibit H – Airport Minimum Wage Policy

(a) The Port Authority has adopted a minimum wage policy (as the same is amended at any time and from time to time, "Airport Minimum Wage Policy") for workers performing under non-trade labor service contracts at John F. Kennedy International Airport, LaGuardia Airport and/or Newark Liberty International Airport (each, as applicable, the "Airport"). It has also adopted a rule for implementing the Airport Minimum Wage Policy. The Lessee has reviewed the Airport Minimum Wage Policy and the implementing rule and agrees to comply with the Airport Minimum Wage Policy and implementing rule, as the same may be amended. The Port Authority reserves the right to amend the aforesaid policy and rule from time to time. A failure to comply with this obligation shall constitute a breach of this Agreement and, accordingly, the Port Authority shall be entitled to all rights and remedies available to it under law, equity or otherwise in the event of such breach; provided, that a failure of the Permittee or any Lessee Counterparty to comply with the Airport Minimum Wage Policy (or any future amendment or modification to the Airport Minimum Wage Policy), or any enforcement thereof with respect to a particular type of employment matter, shall not constitute a breach of this Agreement to the extent that the Port Authority has imposed the Airport Minimum Wage Policy (or such amendment or modification) on, or enforced the Airport Minimum Wage Policy (or such amendment or modification) against, the Lessee or such Lessee Counterparty, as the case may be (the "Target Entity"), in a manner that is inconsistent with the manner in which the Airport Minimum Wage Policy (or such amendment or modification) is imposed on, or enforced against, other entities in the same category of business as the Target Entity, with respect to the same type of employment matter, at the Airport and other airports for which the Port Authority is the airport operator. Further, the Lessee acknowledges that the Port Authority has audit rights with respect to the Lessee's operations at the Airport and that such audit rights extend to the Lessee's compliance with its obligations hereunder concerning the Airport Minimum Wage Policy and the implementing rule. Notwithstanding such audit rights, the Lessee acknowledges its obligation to provide to the Port Authority an annual statement, signed by a responsible officer or authorized representative of the Lessee, certifying as to its own compliance with the Airport Minimum Wage Policy and the implementing rules.

(b) The Lessee further agrees that it shall include in any agreements entered into by the Lessee or any of the Lessee's sub-contractors, related to Covered Services (as defined in the Airport Minimum Wage Policy), including, without limitation, subcontracts and subleases (but excluding agreements with government agencies or authorities) a clause which states that the party providing such services (the "Lessee Counterparty") to the Lessee (i) has reviewed the Airport Minimum Wage Policy and the implementing rule, (ii) agrees to comply with them, as the same may be amended from time to time, (iii) agrees to provide the Lessee and the Port Authority an annual statement, signed by a responsible officer of the Lessee Counterparty, certifying as to its own compliance with the obligations described in this paragraph, and (iv) acknowledges and agrees that the Port Authority shall be a third party beneficiary of such clause entitled to all rights and remedies available to it under law, equity or otherwise in the event of a breach of such clause by the Lessee Counterparty.

(c) At the request of the Port Authority, the Lessee further agrees that it shall terminate any agreements entered into by the Permittee related to Covered Services (as defined in the Airport Minimum Wage Policy), including, without limitation, subcontracts and subleases (but excluding agreements with government agencies or authorities), with any Lessee Counterparty which fails to comply with its contractual obligations related to the Airport Minimum Wage Policy, as set forth in the foregoing sub-paragraph (b).

Exhibit I – One JFK Vision and Unified Design Elements

One JFK, the key component of the Governor's Vision Plan establishes the importance of a clear, comprehensible and singular world class airport experience, to apply to all terminals. Inspired by the spirit of New York, it encompasses world-class passenger amenities along the entire passenger journey, including state-of-the-art security, streamlined roadway access, centralized ground transportation, and improvements to technology, all in the effort to re-establish the Airport as a preeminent transportation hub and economic engine. Executing the principles of One JFK will allow the Airport to deliver a consistent passenger experience worthy of New York and prepare the Airport for continued growth.

The Lessee is responsible for development and implementation of the detailed program of One JFK elements based on documentation provided by the Port Authority. The One JFK elements will be presented and refined through interaction with the Executive Design Review Committee (EDRC) and the Design Review Working Committee (DRWC) and shall include but not be limited to all elements of the One JFK Requirements listed below.

1. Connections
   - Interconnected Terminals (In particular T1 tT4) with facilities and services for all passengers
     - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience / Art & Multimedia / Restrooms / Other amenities / Retail

2. Universal Design
   - Inclusionary Design for every different need for all user types
     - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience / Art & Multimedia / Restrooms / Other amenities / Holdrooms / Retail

3. New York State Identity
   - Use of icons and multimedia to enhance visual identity and sense of place
     - Design Topic Leads: Branding / Art & Multimedia / Primary Architecture / Digital Experience / Restrooms / Other amenities / Retail

4. Sustainability
   - Implementation and communication of performance
     - Design Topic Leads: Branding / Art & Multimedia / Primary Architecture / Digital Experience / Landscape

5. Branding
   - Implementation of PANYNJ approved branding and co-branding standards
     - Design Topic Leads: Branding

6. Wayfinding
   - Implementation of PANYNJ approved wayfinding and signage standards
     - Design Topic Leads: Signage and wayfinding

7. Advertising
   - Implementation of innovative and relevant advertising that does not compete with aesthetic ambience and JFK branding
     - Design Topic Leads: Signage & Wayfinding / Digital Experience / Art & Multimedia / Retail

8. Retail / Commercial
    - Development of retail and commercial areas with clear connection with the City of New York and the surrounding region
        - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience / Art & Multimedia / Other amenities / Retail

9. Processing Points
    - Provide passengers with a coherent and seamless airport experience through the succession of different terminal spaces and processes
        - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience

10. Employee Facilities
    - Promote community through meeting the needs of the airport employees
        - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience / Art & Multimedia / Restrooms / Other amenities / Holdrooms / Retail

11. Landscape and the curb side environment
    - Unified curb side design from landscape to lighting and canopies
        - Design Topic Leads: Primary Architecture / Signage & Wayfinding / Digital Experience / Landscape / Art & Multimedia

12. Community art
    - Inclusion of the local community within the design
        - Design Topic Leads: Art & Multimedia / Digital Experience

13. Cutting edge technology
    - Implementation of the latest in aviation technology for terminal design
        - Design Topic Leads: Digital Experience / Other amenities

14. Restrooms
    - Enhanced restroom design and capitalizing on brilliant basic amenities
        - Design Topic Leads: Restrooms

15. Interior Finishes and Materials
    - Cohesive palette of finishes and materials to deliver a consistent terminal brand experience of circulation spaces, seating zones, retail areas and amenities.
        - Design Topic Leads: Primary Architecture / Interior Finishes / Signage & Wayfinding / Digital Experience / Art & Multimedia / Restrooms / Other amenities / Retail

16. User Experience during Construction
    - Create an approach that minimizes disruption to airlines, general airport operations, and the overall passenger experience during construction.
        - Design Topic Leads: Primary Architecture / Signage & Wayfinding / Other amenities / Landscaping

Exhibit J – Sustainability Initiatives

Solid Waste Management & Recycling

- Comply with applicable recycling requirements, including requirements of the Port Authority and the terminal operator
- Comply with applicable materials bans, e.g., plastic bags
- Periodically inspect concessions space to ensure compliance with recycling requirements
- Provide training to subtenants on recycling practices
- Remain current on proposed and new solid waste and recycling requirements
- Coordinate with janitorial staff to maintain source separation
- Evaluate year-over-year improvements in concessions recycling rates and progress in minimizing waste, including food waste
- Identify alternatives to single-use plastics, e.g., beverage containers, utensils, straws and work with concessions on utilizing these alternatives
- Identify opportunities for concessions to donate goods, materials or edible food to charitable organizations or community groups
- Minimize waste by working with subtenants and their vendors, suppliers and wholesalers to minimize product and transport packaging and identifying green procurement strategies
- Audit subtenants' waste streams to identify potential improvements to recycling and waste minimization
- Coordinate with the Port Authority on support of zero waste goals

Applicable laws and regulations:

- New York City source separation requirements: NYC Local Law 19.5
- New York City requirements on the recycling of organic waste at commercial facilities: Rules of the City of New York, Title 16, Section 1-11
- State of New York electronic waste recycling law: ENV 27-2601 et seq.
- State of New York paint recycling: ECL 27-2001 et seq.
- New York's Bag Waste Reduction Law: ECL 27-2801 et seq.
- State of New York prohibition on loose polystyrene fill: NY Senate Bill 7508-B
- State of New York polystyrene food container ban: ENV 27-3001 et seq.

Water Conservation

Work with subtenants to identify opportunities to reduce the water intensity of their operations

Energy Efficiency

Work with subtenants to identify opportunities to improve the energy efficiency of their operations

Exhibit K – Current Program Sublease Status by Unit (as of Feb 19, 2021)

Unit	Sq. Ft.	Lease Status	Category	Lease End
A1	609	Active	Travel Essentials	09/30/2024
A3	272	Vacant	-	-
A4	24	Month-to-Month	Specialty Retail	07/31/2019
A6	659	Month-to-Month	Quick Service F&B	03/02/2019
A7	821	Month-to-Month	Quick Service F&B	03/02/2019
B1	2,069	Active	Travel Essentials	09/30/2024
B10	1,021	Active	Specialty Retail	09/30/2024
B11	1,990	Active	Travel Essentials	09/30/2024
B12	2,363	Month-to-Month	Full Service F&B	05/31/2017
B14	681	Active	Travel Essentials	09/30/2024
B15	1,043	Active	Duty Free	08/31/2022
B15A	175	Vacant	Currency	-
B16	1,141	Month-to-Month	Full Service F&B	05/31/2017
B17	2,296	Vacant	-	-
B2	25	Month-to-Month	Other	04/30/2016
B3	300	Month-to-Month	Quick Service F&B	12/31/2019
B4	1,168	Month-to-Month	Full Service F&B	05/31/2017
B5	642	Month-to-Month	Specialty Retail	05/30/2014
B6	1,323	Vacant	-	-
B7	636	Month-to-Month	Specialty Retail	12/31/2017
B8	675	Vacant	-	-
B9	1,350	Active	Specialty Retail	06/30/2020
C1	496	Vacant	-	-
C10	754	Month-to-Month	Quick Service F&B	01/11/2020
C11	871	Month-to-Month	Quick Service F&B	04/30/2019
C12	498	Vacant	-	-
C13	497	Active	Travel Essentials	09/30/2024
C14	1,666	Vacant	-	-
C15	1,141	Month-to-Month	Full Service F&B	07/31/2019
C18	1,204	Vacant	-	-
C2	519	Vacant	-	-
C20	281	Active	Travel Essentials	09/30/2024

Unit	Sq. Ft.	Lease Status	Category	Lease End
C3	5,038	Month-to-Month	Full Service F&B	05/31/2017
C5	497	Month-to-Month	Specialty Retail	12/31/2017
C6	627	Month-to-Month	Quick Service F&B	05/31/2017
C7	3,226	Active	Travel Essentials, Quick Service F&B	09/30/2024
C9	1,318	Active	Duty Free	08/31/2022
K10	21	Active	Other	07/31/2021
K11	21	Active	Other	07/31/2021
K12	21	Active	Other	07/31/2021
K13	21	Active	Other	07/31/2021
K2	100	Vacant	-	-
K3	45	Active	Other	10/31/2020
K5	45	Month-to-Month	Other	04/30/2016
M10	563	Month-to-Month	Quick Service F&B	12/31/2019
M11	1,301	Month-to-Month	Quick Service F&B	12/31/2019
M13	254	Vacant	-	-
M14	5,594	Active	Duty Free	08/31/2022
M16	5,390	Active	Full Service F&B	10/31/2023
M20	693	Month-to-Month	Quick Service F&B	12/31/2019
M4	1,065	Month-to-Month	Quick Service F&B	05/31/2017
M4A	541	Vacant	-	-
M5A	798	Active	Specialty Retail	08/31/2022
M5B	837	Active	Specialty Retail	08/31/2022
M5C	409	Active	Specialty Retail	08/31/2022
M5D	836	Active	Specialty Retail	08/31/2022
M5E	877	Active	Specialty Retail	08/31/2022
M8	730	Month-to-Month	Quick Service F&B	04/30/2019
M9	886	Vacant	-	-

Exhibit L – Additional Historical Sales Data

T8 Concessions Sales Statistics – CY 2020

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[1]	No. Units
Food and Beverage	27,590	$7,985,184	$289	$7.62	18
Travel Essentials	9,353	$4,837,717	$517	$4.61	8
Specialty Retail	13,161	$2,390,469	$182	$2.28	16
Duty Free	7,955	$4,026,964	$506	$3.84	3
Currency Exchange	1,069	$2,326,957	$2,177	$2.22	4
Services	24	$102,942	$4,289	$0.10	1
Total	59,152	$21,670,233	$7,961	$20.67	50
Seating Area[2]	6,870				
Grand Total	66,022				

[1] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).
[2] The Common Seating Area supports the Food Court on Concourse B.

T8 Concessions Sales Statistics – CY 2018

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[1]	No. Units
Food and Beverage	28,131	$37,178,453	$1,322	$8.37	21
Travel Essentials	10,046	$22,368,039	$2,227	$5.03	8
Specialty Retail	13,033	$13,969,680	$1,072	$3.14	12
Duty Free	7,955	$24,766,570	$3,113	$5.57	3
Currency Exchange	1,069	$16,131,048	$15,090	$3.63	4
Services	522	$1,341,305	$2,570	$0.30	2
Total	60,756	$115,755,094	$1,905	$26.05	50
Seating Area[2]	6,870				
Grand Total	67,626				

[1] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).
[2] The Common Seating Area supports the Food Court on Concourse B.

T8 Concessions Sales Statistics – CY 2017

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[(1)]	No. Units
Food and Beverage	28,131	$37,905,869	$1,347	$8.22	21
Travel Essentials	10,046	$23,319,049	$2,321	$5.06	8
Specialty Retail	13,531	$15,679,674	$1,159	$3.40	12
Duty Free	7,955	$26,651,798	$3,350	$5.78	3
Currency Exchange	1,069	$18,940,747	$17,718	$4.11	4
Services	522	$429,201	$822	$0.09	2
Total	61,254	$122,926,338	$2,007	$26.65	50
Seating Area[(2)]	6,870				
Grand Total	68,124				

[(1)] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).
[(2)] The Common Seating Area supports the Food Court on Concourse B.

T8 Concessions Sales Statistics – CY 2016

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[(1)]	No. Units
Food and Beverage	28,475	$37,816,558	$1,328	$7.98	21
Travel Essentials	10,046	$23,287,200	$2,318	$4.92	8
Specialty Retail	15,378	$12,904,551	$839	$2.72	14
Duty Free	7,955	$19,228,511	$2,417	$4.06	3
Currency Exchange	1,069	$20,095,260	$18,798	$4.24	4
Services	0	$0	$0	$0.00	0
Total	62,923	$113,332,081	$1,801	$23.93	50
Seating Area[(2)]	6,870				
Grand Total	69,793				

[(1)] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).
[(2)] The Common Seating Area supports the Food Court on Concourse B.

T8 Concessions Sales Statistics – CY 2015

Category	Square Feet (SF)	Gross Sales	Sales per SF	Sales per EP[1]	No. Units
Food and Beverage	28,475	$35,771,074	$1,256	$7.57	21
Travel Essentials	10,446	$21,940,560	$2,100	$4.64	8
Specialty Retail	15,462	$14,015,363	$906	$2.97	16
Duty Free	7,717	$22,793,535	$2,954	$4.82	3
Currency Exchange	1,069	$21,078,535	$19,718	$4.46	4
Services	0	$0	$0	$0.00	0
Total	63,169	$115,599,068	$26,935	$24.46	52
Seating Area[2]	6,870				
Grand Total	70,039				

[1] Sales per enplaned passenger ("Sales per EP") for Duty Free and Currency Exchange based on international enplanements only; Sales per EP for Food and Beverage, Travel Essentials, Specialty Retail and Services based on total T8 enplanements (domestic and international).
[2] The Common Seating Area supports the Food Court on Concourse B.

PERFORMANCE BOND

PROJECT TITLE:	**CONTRACT DATED:**
PROJECT NO.:	**AA CONTRACT NO.:**

STATE OF §

COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as "Principal", and _____, authorized, licensed and admitted to do business under the laws of the State of_____ to act as surety on bonds, as "Surety", are held and firmly bound unto American Airlines, Inc. ("American"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, The Principal has entered into a certain written agreement with American, dated the _____day of _____, 20_____, for the construction of _____("Agreement"), which Agreement is by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, IS SUCH THAT, if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, warranties and agreements in and by said Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement, then this obligation shall be void; otherwise to remain in full force and effect.

Whenever Principal shall be, and declared by American to be in default under the Agreement, American having performed American's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Agreement in accordance with the terms and conditions; or

(2) Obtain a bid or bids for completion of the Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if American elects, upon determination by American and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Surety for completion of the Agreement in accordance with the terms and conditions, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the cost of completion less the balance of the Agreement price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amounts set forth in the first paragraph hereof. The term "balance of the Agreement price" as used in this Paragraph, shall mean the total amount payable by American to contractor under the Agreement and amendments thereto, less the amount paid by American to contractor and less amounts withheld by American pursuant to its rights under the Agreement.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder and further agrees to all of the terms contained in the Agreement.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal: _____	Surety: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

LABOR AND MATERIAL PAYMENT BOND

PROJECT TITLE: **CONTRACT DATED:**

PROJECT NO.: **AA CONTRACT NO.:**

STATE OF §

COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of _____, as "Principal", and _____, authorized, licensed and admitted to do business under the laws of the State of_____ to act as surety on bonds, as "Surety", are held and firmly bound unto American Airlines, Inc. ("American"), in the penal sum of_____ Dollars ($_____) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, The Principal has entered into a certain written agreement with American, dated the _____day of _____, 20_____, for certain labor and/or materials in connection with the construction of_____(the "Agreement"), which Agreement is by reference made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all persons having just claims for (a) labor, materials services, insurance, supplies, machinery, equipment, rentals, fuels, oils, implements, tools and/or appliances and any other items of whatever nature, furnished for, used or consumed in the prosecution of the work called for by said Agreement and any and all modifications thereof, whether lienable or nonlienable and whether or not permanently incorporated in said work, (b) pension, welfare, vacation and/or supplemental employee benefit contributions payable under collective bargaining agreements with respect to persons employed upon said work and (c) federal, state and local taxes and/or contributions required by law to be withheld and/or paid with respect to the employment of persons upon such work, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal		Surety	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____

The name and address of the Resident Agent for service of process Surety is:

_____

_____

_____

The foregoing is hereby approved:

AMERICAN AIRLINES, INC.

By:	_____	Name:	_____
Title:	_____	Date:	_____