



STAGE ONE
REQUEST FOR QUALIFICATIONS

COMPETITIVE SOLICITATION PROCESS

10 Food and Beverage Units-16,000 square feet

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1 | PROCESS AND OBJECTIVE

Process and Objective

The targeted contract award date is Q1 2024. JFK International Air Terminal (JFKIAT) – the operator of Terminal 4 at John F. Kennedy International Airport – is inviting innovative food and beverage operators to respond to stage one, Request for "Qualifications Stage" of a competitive Solicitation Process (CSP) for the right to develop and manage 10 food and beverage units at approximately 16,000 square feet of space at Terminal 4 at JFK Airport. The Request for Qualifications will be the first stage of a two-stage process for application, and one operator will ultimately be selected.

STAGE ONE:

The "Request for Qualifications" stage, which is open to all Interested Parties, will require Respondents to submit information indicating they meet the Minimum Qualification Requirements for this opportunity. Respondents that best meet or exceed the Minimum Qualification Requirements will be short-listed and invited to participate in the next stage of the CSP.

STAGE TWO:

The "Proposal" stage will be open to the short-listed Respondents. These Respondents will be asked to submit a proposal that demonstrates they have the vision, innovation, and capability to deliver Terminal 4 customers a flexible and evolutionary food and beverage experience for the duration of the partnership.

The targeted contract award date is Q1 2024. JFKIAT is under no obligation to negotiate or execute a contractual or other commercial arrangement with any Respondent hereto or with any of the short-listed Respondents.

2 | MINIMUM QUALIFICATION REQUIREMENTS

The Minimum Qualification Requirements to participate in Stage One of this CSP are as follows:

- A. Respondent must have a minimum of 10 years (qualifying years) in the ownership and management of a food and beverage operation in a single airport terminal or airport (qualifying business).
- B. Respondent's qualifying business must have achieved a minimum food and beverage gross sales of at least 25 million dollars (\$25,000,000) per qualifying year by operating more than two food and beverage units in a single airport terminal or airport within the Respondent's portfolio.

KEY MILESTONES DATES | 3

STAGE ONE:

- Stage One, Request for Qualifications Issued – November 10, 2023
- Questions from Respondents Due – November 21, 2023
- JFKIAT Questions Answered – Week of November 28, 2023
- Stage One Submission Due – December 8, 2023

STAGE TWO:

- Preferred Respondents Notified / Stage Two “Proposal” Stage Issued – Dates to be Determined.
- Preferred Respondents Site Tour – Dates to be Determined.
- Questions from Preferred Respondents Due – Dates to be Determined.
- JFKIAT Questions Answered – Dates to be Determined.
- Stage Two Submission Due – Dates to be Determined.
- Preferred Respondents Presentations – Dates to be Determined.
- Preferred Prosper Notified – Dates to be Determined.

4 | ABOUT JFK INTERNATIONAL AIR TERMINAL (JFKIAT)

JFK International Air Terminal LLC (JFKIAT) is the operator of Terminal 4 at John F. Kennedy International Airport, one of the most active air terminals in the New York area, serving approximately 22 international and domestic airlines with an annual passenger volume of more than 25 million travelers in 2023.

Founded in 1997, JFKIAT is part owned by Schiphol USA Inc., a U.S. affiliate of Amsterdam-based Royal Schiphol Group, a leading airport operator. Led by a dedicated and knowledgeable management team with combined decades of experience in airline and airport operation, facilities and commercial management, and safety and security administration, JFKIAT has overseen the growth of T4 in passenger volume and size over the last 20 years. For more information about JFKIAT, please visit: <https://www.jfkt4.nyc/>

JFKIAT has an efficient model, focused on meeting the operation and project needs of all stakeholders:

Our Partners:



The Port Authority
of NY and NJ



Airlines



Concessions and other
Business Partners



JFK T4 Passengers
and Employees



NY Local Community



JFKIAT

Strategic Priorities:



SAFETY FIRST

- Foster a zero-accident culture by enabling a safe working environment and clear security procedures
- Create a healthy terminal in line with the latest hygiene standards to guarantee the wellbeing of employees and passengers
- Facilitate integrated decision making and efficient day-to-day management within our multi stakeholder environment
- Optimize risk management with focused attention to Cyber and Information Security Programs to ensure business continuity



DISTINCTIVE CX

- Facilitate a world-class travel experience, seamlessly guiding passengers, with the unwavering support of our T4 employees who always enhance the customer journey
- Capture, screen, select and implement ideas through engaging with our community and fostering a culture of innovation
- Upgrade the assets and facilities in our terminal in order to match the changing needs of our customers
- Digitize our terminal processes by leveraging new technologies and providing real time data to improve the efficiency and reliability of operations



SUSTAINABLE PERFORMANCE

- Minimize the terminal's environmental impact by reducing T4's carbon footprint to zero and being a role model for the other terminals at JFK Airport
- Grow share and stakeholder value by optimizing financial performance
- Re-deploy and provide sufficient means and investment capital to further optimize the use of our scarce resources
- Growing non-aeronautical revenue by providing an optimal retail and F&B product mix in order to further diversify revenue



PROUD COMMUNITY

- Being the best place to work for JFKIAT employees
- Build a strong community which takes pride in working at T4
- Invest in partnerships with local and minority businesses
- Foster a diverse T4 workforce reflecting our local community while prioritizing community value through empowering employees and cultivating an inclusive, collaborative, and purpose-driven culture

Sustainability and Social Responsibility:

Terminal 4 – operated by JFKIAT - gives back to the NYC community through the use of its corporate giving program, 4GOOD, a philanthropic and sustainability program which encourages social change, general well-being, and environmental stewardship through a variety of initiatives. T4 is the first existing airport terminal in the U.S. to receive LEED Platinum certification by the United States Green Building Council (USGBC) for operations and maintenance, and it is also the first existing airport terminal in the U.S. to receive LEED Platinum certification by the USGBC for operations and maintenance.

For more information, please visit: <https://www.jfkt4.nyc/sustainability/about/>

5 | ABOUT THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

The Port Authority of New York and New Jersey is a bi-state agency of the States of New York and New Jersey, created and existing by the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both states, centering about New York Harbor. The Port Authority manages and/or operates all of the region’s major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), among various other assets. Under the PA Lease, the sublease to operate duty-free concessions in the terminal requires written consent from the Port Authority in the form of its customary Consent Agreement.

Airport Concession Disadvantaged Business Enterprise (“ACDBE”):

In accordance with regulations of the US Department of Transportation 49 C.F.R. Part 23, the Port Authority has implemented an Airport Concession Disadvantaged Business Enterprise (“ACDBE”) program under which qualified firms may have the opportunity to operate an airport business. An airport concession is a for-profit business enterprise, which is subject to the Code of Federal Regulations 49 Part 23, that is engaged in the sale of consumer goods or services to the public at an airport under an agreement with the sponsor, another concessionaire, or the owner or operator of a terminal, if other than the sponsor. The Port Authority has established an ACDBE participation goal, as measured by the total estimated annual gross receipts for the overall concession program. The goal is 30 percent (30%). This goal 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: www.panynj.gov/supplierdiversity.

ABOUT JFK | 6 INTERNATIONAL AIRPORT

John F. Kennedy International Airport (IATA: JFK) (colloquially referred to as JFK Airport, Kennedy Airport, New York-JFK, or simply JFK), is the main international airport serving New York City. The airport is the busiest of the seven airports in the New York airport system, the 13th-busiest airport in the United States, and the busiest international air passenger gateway into North America. Numerous airlines operate from the airport, with nonstop or direct flights to destinations in all six inhabited continents. To accommodate the dramatic expected growth at JFK Airport and to keep New York's economy moving forward, the airport is currently going through a redevelopment program which will provide an outstanding world-class experience. For more information about the JFK redevelopment, including details regarding the Terminal 4 transformation, please visit: <https://www.anewjfk.com/>

7 | COMMUNICATION AND NO OBLIGATION

All information that JFKIAT provides to Respondents and all written or oral communication between JFKIAT and Respondents is proprietary and confidential. All parties responding to this CSP are required to sign a Confidentiality and Non-Disclosure Agreement and are bound by the terms of that agreement, which shall also apply to and bind all persons within their organization given access hereto.

All communication regarding the CSP must be directed to JFKIAT Procurement via email using the Contact Information. JFKIAT will issue written responses to questions received. These responses will be shared with all Respondents. Oral advice or representations made by JFKIAT and its Partners should not be relied on by Respondents.

While JFKIAT has made efforts to ensure an accurate representation of information in this CSP, the information contained herein is supplied solely as a guideline. The information is not guaranteed or warranted to be accurate by JFKIAT or its Partners, nor is it necessarily comprehensive or exhaustive. Nothing in this CSP is intended to relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in this CSP.

JFKIAT will notify the short-listed Respondents regarding the outcome of the review and evaluation in writing. JFKIAT will make reasonable efforts, but is under no obligation, to notify Respondents who are not selected as short-listed Respondents.

Regardless of the outcome of this CSP, JFKIAT is under no obligation to designate a short-listed Respondent, or to negotiate or award a contract of any sort.

8 | SUBMISSION AND PREQUALIFICATION INSTRUCTIONS

For purposes of determining whether a Respondent has the desired business experience, please provide the information requested in Sections 8.1 through 8.6 below in a single PDF file and submit to: procurement@jfkia.com

If you experience any issues with delivering the submittal via email, please contact Boris Pogorelis at the JFKIAT offices at 718-751-3753 and/or bpogorelis@jfkia.com.

The Submittal should be prepared in the format described below. Please observe the page limits of each section. Failure to provide all of the details requested within each section below will make the Respondent's submittal non-compliant.

SECTION 8.1 – COMPANY INFORMATION (1-PAGE LIMIT)

Please provide the following information about the Company:

- A. Company Name and Mailing Address.
- B. Physical Address if different than Mailing Address.
- C. Name of Primary Contact.
- D. Phone, Fax, E-mail Address of Primary Contact.
- E. Type of Company: Corporation, Limited Liability Company, Partnership, Individual, Joint Venture, Other (please specify).
- F. Dun & Bradstreet No. (DUNS).
- G. Federal Tax ID or SS No.



SECTION 8.2 – ORGANIZATION (5-PAGE LIMIT)

Please provide the following information about your organization.

- A. Please provide a general description about your organization.
- B. In what year was your firm established?
- C. How many years has your organization been in business under its present business name?
- D. List any former names your organization has operated under.
- E. If your company is a subsidiary or affiliate of another firm, please list the parent company's name.
- F. For the type of company (Corporation, LLC, Partnership, etc.) please provide the following where applicable:
 - i. Date of incorporation or date established.
 - ii. Name of officers, partners, or principals.
 - iii. If the form of your organization is other than those listed above, describe it and name the principals.
- G. Is your firm currently certified as Minority Owned, Woman Owned, Emerging Small, or a Disadvantaged Business? If so, please provide MBE/WBE/DBE or ESB Certification Number.
- H. Does your company have a documented commitment to sustainability? This could include reference to sustainability in your company's mission statement, vision, values, principles, code of conduct, etc. or it could be a stand-alone commitment statement.
- I. Please provide your key/top executive profiles, including short biography, that are related to this engagement i.e. CEO, COO, CFO, CDO, or equivalent.

SECTION 8.3 – EXPERIENCE AND SUSTAINABLE PROCUREMENT (6-PAGE LIMIT)

- A. Please provide an overview of your company's food and beverage operations, including:
 - i. Number of locations.
 - ii. Airports or venues where operating, including in-flight or other types of operations.
 - iii. Concepts and brands that the company operates.
 - iv. Experience with logistics and merchandise distribution with airport facilities in the United States.
- B. Relative to your business operations, please answer "Yes" or "No" to the following questions. The following questions pertain to all contracts and agreements that you hold or have held in the past five years. Please provide an explanation for those questions in which you responded with "Yes."
 - i. Has your organization within the last five years ever failed to complete any contracts or leases awarded?
 - ii. Are there any judgments, claims, or arbitration proceedings or suits pending or outstanding against your organization or its officers within the last five years?
 - iii. Has your company ever been cited for non-compliance of an environmental rule/regulation whether governmental or contractually based?
 - iv. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?
 - v. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract?
 - vi. Has there ever been any complaints with a State Licensing Board against your firm?

- C. Does your company have a purchasing or procurement policy, including purchasing responsibly sourced products and/or services?
- D. How do you track your sustainability procurement? Has your company established systematic reporting procedures on sustainability matters?
- E. Please provide a description of the following initiatives conducted by your organization.
 - i. Sustainability practices (design/construction, operations).
 - ii. Corporate social responsibility efforts, including philanthropic initiatives.
 - iii. Approach to diversity, equity, inclusion and belonging, including Airport Concession Disadvantaged Business Enterprises (ACDBE) and Local Business Enterprises (LBE).
 - iv. Innovation and forward-thinking efforts being executed in your current operation – please include images if desired.
- F. Does the company currently work with any organized labor unions and have any Memorandums of Understanding in place at any operations?

SECTION 8.4 – PROJECT EXAMPLES (12-PAGE LIMIT)

- A. Please provide three examples of your most recent project plan developments, including project schedules, designs, layouts, or renderings.
- B. For the same three projects listed in item A, please provide examples and images of the final finished development.
- C. For each project example, what percentage of your operations is subleased to other companies and what type of operations/concepts are they including ACDBE participation?

SECTION 8.5 – FINANCIALS

- A. Provide evidence that the business generated the minimum gross revenue per qualifying year as stated in the Minimum Qualifications.

Please provide your audited and certified company financial statements for the qualifying years.

Audited financial statements may include balance sheets and income statements that were prepared and attested to by a Certified Public Accountant (CPA).

- B. Please provide the source of funding that will be used to construct and operate duty-free units at JFK International Airport.

SECTION 8.6 – SIGNATURES

_____ deposits and states that the information requested in Sections 8.1 through 8.6 is true and sufficiently complete so as not to be misleading.

Firm Name: _____

By: _____

Title: _____

Dated this ____ day of _____, 20____

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT, effective the _____ day of November 8, 2023 (the “**Effective Date**”), is made and entered into by and between **JFK INTERNATIONAL AIR TERMINAL LLC** with offices at Terminal 4/Rm. 161.022 JFK international Airport, Jamaica, NY 11430 (“**JFK IAT**”), and _____, with offices at _____ (“**Recipient**”).

WHEREAS, in connection with the transfer of information, discussions and meetings between JFK IAT and Recipient regarding _____ at Terminal 4, John F. Kennedy International Airport (the “**Purpose**”), it may be necessary for JFK IAT to disclose to Recipient certain documentation and information which JFK IAT considers proprietary and confidential; and

WHEREAS, both parties understand the desire that such documentation and information be maintained in confidence.

NOW THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, JFK IAT and Recipient hereby agree as follows:

1. Term. This Agreement shall commence on the Effective Date and shall expire one (1) year from the Effective Date. Notwithstanding termination or expiration of this Agreement, any Confidential Information (as defined below) disclosed during the Term shall be kept confidential by the receiving party for a period of five (5) years from the date of disclosure.
2. Confidential Information. JFK IAT may from time to time furnish to Recipient information or other material, oral, visual, written or electronic, pertaining to the Purpose which JFK IAT deems proprietary and confidential (“**Confidential Information**”). For purposes of this Agreement, physical information disclosed by JFK IAT will be deemed Confidential Information whether or not such information is identified as “confidential” or “proprietary” by JFK IAT. Information shall be deemed “Confidential Information” if, given the Purpose and/or the nature of JFK IAT’s business, a reasonable person would consider such information confidential. All Confidential Information is provided “as is” and no representation or warranty as to accuracy or completeness is provided by JFK IAT.
3. Non-Disclosure. Recipient shall treat all Confidential Information provided by JFK IAT as proprietary and confidential, and Recipient shall not disclose such information to any third party except Recipient’s current employees, officers, directors, agents or legal, financial or business advisors or independent contractors who have a need to know such information in connection with the Purpose (collectively, the “**Representatives**”), unless and until Recipient has obtained the prior written consent of JFK IAT. Recipient shall be responsible for the actions of its Representatives and for purposes of this Agreement, a Representative’s actions shall be deemed actions of the Recipient. Recipient and its Representatives shall safeguard all Confidential Information with at least the same degree of care to avoid disclosure as Recipient uses to protect its own proprietary and confidential information, but no less than reasonable care. Recipient and its Representatives shall not use any Confidential Information other than in connection with the Purpose and shall not knowingly or negligently use such information for their own benefit or for the benefit of other third parties.

4. Ownership. All Confidential Information, any copies or summaries thereof, and any materials or Purposes developed with Confidential Information shall remain the property of JFK IAT and, upon JFK IAT's written request, shall be promptly returned to JFK IAT or destroyed in accordance with JFK IAT's written instructions, and certified as destroyed by a senior officer of Recipient. Nothing contained in this Agreement shall be construed as granting or conferring any license, patent, copyright, trademark, or other proprietary rights to Recipient or any third party.
5. Exclusions. Notwithstanding anything herein to the contrary, the parties agree that documentation and information will not be deemed Confidential Information, and Recipient will have no obligation with respect to any such information, where such documentation and information (a) was in the public domain prior to the Effective Date or subsequently came into the public domain other than as a result of disclosure by Recipient, (b) is independently developed by Recipient without use of or reliance on any Confidential Information, (c) is approved for release by written authorization of JFK IAT, (d) is disclosed to Recipient from a source other than JFK IAT and such source is not violating any applicable confidentiality obligations, or (e) is furnished by JFK IAT to a third party without a similar restriction on the third party's rights; provided, that, the foregoing exclusions shall not apply to Personal Information.
6. Disclosure.
 - A. Except for a disclosure to a Representative, disclosure of any Confidential Information provided under this Agreement may be made by Recipient only with the prior written consent of JFK IAT. In each request for consent, Recipient shall provide JFK IAT with (i) the name, occupation, and title of the party to whom Recipient wishes to disclose such Confidential Information, (ii) the purpose of the disclosure, and (iii) in a format reasonably acceptable to JFK IAT, a copy of an executed original of a confidentiality statement signed by such person acknowledging he or she (a) is aware of the confidentiality requirements of this Agreement, (b) is authorized to act on behalf of the party being bound by confidentiality restrictions, (c) agrees, on behalf of himself, herself or the represented entity, to be bound by them, and (d) understands that the confidentiality restrictions inure to the benefit of JFK IAT and may be enforced by JFK IAT.
 - B. If Recipient or any of its Representatives, employees, officers, directors, or agents is served with a subpoena or other process, or is subject to any regulation, law or rules under any applicable national security exchange, requiring the production or disclosure of Confidential Information, then the person or entity receiving such subpoena or other process, before complying with such subpoena or other process, shall immediately notify JFK IAT of same and permit JFK IAT a reasonable period of time to intervene and contest such disclosure or production. The production or disclosure of any such Confidential Information shall be limited to only what is required by lawful requirement or operation of law and Recipient shall otherwise remain bound by its obligations hereunder.
7. Right to Injunction. Recipient acknowledges that any failure by Recipient to maintain the confidentiality of any and all Confidential Information will cause irreparable harm to JFK IAT for which no adequate remedy at law exists. The parties therefore agree that, in addition to any other remedies and rights available to JFK IAT, in the event of any such failure by Recipient, JFK IAT may seek a court order or injunction without further notice and without posting bond to protect its Confidential Information and to halt any unauthorized disclosure thereof.

8. Notices. Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and sent to the address first listed above via any commercially acceptable means including personal delivery, U.S. mail (registered or certified), facsimile, electronic mail or overnight courier. Notices shall be deemed delivered upon receipt or upon attempted delivery where such delivery is refused.
9. No Waiver. No waiver by either party of any default or breach by the other party of any provision of this Agreement will operate as or be deemed a waiver of any other or subsequent default or breach.
10. Assignment. Neither party to this Agreement may assign or otherwise transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other party.
11. Entire Agreement.
 - A. This Agreement constitutes the entire agreement and understanding of the parties on the subject matter hereof and supersedes all prior or contemporaneous communications, agreements, and understandings, whether written or oral, relating hereto. This Agreement may be modified only by a written agreement dated even herewith or subsequent hereto and signed by each party's duly authorized representative.
 - B. Nothing in this Agreement or in any discussions undertaken or disclosures made pursuant hereto shall (i) be deemed as a commitment to engage in any business relationship, contract, or future dealings between the parties, or (ii) limit either party's right to enter into similar discussions or perform similar work to that undertaken pursuant hereto, so long as said discussions or work do not violate this Agreement.
12. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and shall continue in full force and effect including, but not limited to, a party's obligation to maintain confidentiality of Confidential Information disclosed under this Agreement.
13. Headings. The headings contained in this Agreement are provided for convenient reference only and are not intended to define, alter or limit the scope of any provision of this Agreement.
14. Governing Law. This Agreement and any dispute arising under or in connection with this Agreement, including any action in tort, will be governed and construed by the laws of the State of New York, without regard to any conflicts of laws principles which may direct the application of laws of any other jurisdiction.
15. Counterparts. This Agreement may be executed in multiple counterparts, by original or facsimile signature, each of which shall be deemed an original and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party represents and warrants that it has authority to enter into this Agreement, to lawfully make the disclosures contemplated hereunder, and to have executed this Agreement as of the Effective Date.

JFK INTERNATIONAL AIR TERMINAL, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____