South Jersey Transportation Authority
REQUEST FOR PROPOSALS

MANAGEMENT/OPERATION AND AIRFIELD LIGHTING SYSTEMS
MAINTENANCE SERVICES
AT ATLANTIC CITY INTERNATIONAL AIRPORT

Proposals Due:
Wednesday, May 13, 2015 at 4:00 PM
at the SJTA Administration Building located at
the Farley Service Plaza in Elwood, NJ

Please take into consideration when preparing proposals for shipment & delivery
that using overnight delivery services (Fed Ex or UPS) does not guarantee next
day deliveries to our location.

Physical/Courier (Fedex / UPS) Address:
South Jersey Transportation Authority
Farley Service Plaza
Atlantic City Expressway, M. P. 21.3
Elwood, NJ 08217
Attn: Purchasing Department

Mailing (USPS) Address:
South Jersey Transportation Authority
Farley Service Plaza
P.O. Box 351
Hammonton, NJ 08037
Attn: Purchasing Department

Phone: 609-965-6060
Fax: 609-965-7315
bids@sjta.com
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STATEMENT OF RIGHTS

The South Jersey Transportation Authority reserves, holds, and may at its sole discretion, exercise the following rights and options with respect to this Request for Proposals (RFP).

1. To select and enter into an agreement with the one Proposer whose proposal best satisfies the interests of the Authority and not necessarily on the basis of price or any other single factor.
2. To reject any and/or all proposals in accordance with the law.
3. To issue additional subsequent solicitations for proposals and/or amendments to the RFP in accordance with the law.
4. To conduct investigations with respect to the qualifications of each Proposer.
5. To negotiate with Proposers for amendments or other modifications to their proposals in accordance with the law.
6. To modify dates.
7. To enter into agreements for only portions (or to not enter into an agreement for any) of the services contemplated by the proposal submitted.
8. All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the SJTA for the expense of preparation.
9. The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to a Proposer’s competitive position, or constitute a trade secret. To protect these data from disclosure under the Open Public Records Act, the Proposer should specifically identify the pages of the proposal that contain such information, by properly marking the applicable pages and inserting the following notice in the front of its proposal, according to the following:

NOTICE

The data on pages------------------ of this proposal identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Proposer’s competitive position.

The Proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent the SJTA considers proper under the law. If an agreement is entered into with the Proposer, the SJTA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The SJTA does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the Open Public Records Act, the Proposer will be advised of the request, and may expeditiously submit to the SJTA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the SJTA in making its determination as to whether disclosure is proper under the law.
The SJTA has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The SJTA does not guarantee or warrant the correctness of this information; moreover, the SJTA accepts no responsibility for any omissions or deletions of information relating to this Request For Proposals.

**DISCLAIMER**

“The contents and information provided in this Request for Proposals (RFP) is meant to provide general information to interested parties, and in no way reflects the adherence of the South Jersey Transportation Authority to any public bidding requirements. The successful Proposer shall be required to execute an Agreement with the SJTA that will govern the rights, duties and obligations between the SJTA and the successful Proposer.

**ACCORDINGLY, THE TERMS SET FORTH WITHIN THIS REQUEST FOR PROPOSALS SHALL NOT CONSTITUTE ANY CONTRACT BETWEEN THE SJTA AND THE SUCCESSFUL PROPOSER. MOREOVER, THE SJTA ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS REQUEST FOR PROPOSALS. However, the successful proposal will become part of the Agreement.**”
PUBLIC NOTICE

REQUEST FOR PROPOSALS

MANAGEMENT/OPERATIONS AND AIRFIELD LIGHTING SYSTEMS MAINTENANCE
SERVICES AT ATLANTIC CITY INTERNATIONAL AIRPORT

The South Jersey Transportation Authority (SJTA) is seeking proposals from qualified firms interested in providing contract management services for the management and operation and airfield lighting systems services at Atlantic City International Airport, located in Egg Harbor Township, N.J. The term of this agreement is anticipated to be for a five (5) year period beginning on or about October 1, 2015.

The Request for Proposals (RFP) will be available Wednesday, April 8, 2015 at 1:00 pm from the address noted below or may be downloaded from the SJTA’s website at www.sjta.com, under “Bids and Contracts”. One (1) original and eleven (11) copies of the proposal must be received by Wednesday, May 13, 2015 at 4:00 pm at the following address:

South Jersey Transportation Authority
Farley Service Plaza, Administration Building
Atlantic City Expressway, M.P. 21.3
Elwood, NJ 08217
Attn: Purchasing Department
(609) 965-6060

Please be advised that using overnight delivery services does not guarantee next day deliveries to our location. Any other correspondence should be addressed to P.O. Box 351, Hammonton, NJ 08037, Attn: Purchasing Department. Any packages received after the date time listed above will be returned to the proposer unopened. Proposals must be enclosed in sealed envelopes bearing the name and address of the proposer on the outside and reference to this particular project.

The SJTA, in accordance with law, reserves the right to reject any or all Proposal(s) either in whole or in part and also to waive any informality in any Proposal so received.

All potential proposers are encouraged to attend a non-mandatory pre-proposal meeting and site visit on Tuesday, April 21, 2015 at 10:00 AM at:

Atlantic City International Airport
South Jersey Transportation Authority
Administration Office, Conference Room
One Amelia Earhart Boulevard
Egg Harbor Township, NJ 08234
(609) 645-7895

Each proposal submitted must be accompanied by a proposal guarantee in the form of a bond, certified check, or cashier's check for not less than ten (10%) percent of the amount of the contract fee, payable to the SJTA to be held as a guarantee that in the event the proposal is accepted, a contract will be promptly executed, acknowledged and accepted by the proposer, and in default thereof, said check or bond in the amount represented thereby shall be forfeited to SJTA as liquidated damages. However, no proposer shall be required to make a deposit in excess of Twenty Thousand ($20,000.00) Dollars.


By order of the Deputy Airport Director.
I. Introduction

A. Objectives - The South Jersey Transportation Authority (SJTA) is seeking proposals from qualified firms interested in providing contract management services for the management/operation and airfield lighting systems maintenance services at Atlantic City International Airport, located in Egg Harbor Township, N.J. The term of this agreement is for a five (5) year period beginning on or about October 1, 2015 with five additional one-year renewal options at the discretion of SJTA. The SJTA reserves the right to extend or modify the term and any options accordingly through negotiations as may be in the best interest of the airport. In no event shall the contract be less than five years or more than ten years.

The SJTA was created by the legislature in 1991 to coordinate the regional transportation system. This includes addressing the highway network, aviation facilities, and the transportation problems of Atlantic County and the Region. These goals are to be accomplished at the airport through the acquisition, construction, maintenance, and operation of the Atlantic City International Airport (ACY). This will enable the SJTA to develop and expand the airport facilities and services to provide improvements for the transportation of passengers and goods to and from the southern New Jersey area.

ACY is a regional airport categorized as a small hub serving the entire southern New Jersey area. The SJTA's goal is to professionally operate the facility in a self-sufficient manner while maintaining and improving overall service to the customers, tenants and users.

Consistent with this goal, the SJTA is particularly interested in improving the operating efficiencies and revenue generation potential of the Airport. Thus, significant emphasis will be placed on how proposals achieve increased operating efficiencies and effectiveness. To achieve this objective, sub-consultants, teaming arrangements and joint ventures are permitted to respond to this RFP.

As stated above, one of the SJTA's primary missions is to develop the Atlantic City International Airport (ACY). As such, the SJTA recently completed a terminal expansion project and wishes to expand other associated facilities or non-existent facilities at the Airport to accommodate future demand. The SJTA recognizes that while there are certain functions within the SJTA that have similar or related tasks to the airport, it is beneficial to have a private operator perform most of the duties associated with the airport operation. Based on the proposals submitted, the SJTA intends to enter into a contract to perform services at ACY, with the proposer whose proposal best meets the established goals set forth in this RFP. The SJTA, in accordance with law, reserves the right to reject any or all proposals either in whole or in part and also waive any informality in any proposal received. A contract will not be awarded to any Proposer whose name appears on a debarred list from performing contracts for the Federal Government, the State of New Jersey, or any agency of any of the foregoing.

Proposals are currently being sought for management/operation and airfield lighting systems maintenance. Separate bid solicitations will be issued for: 1) maintenance services; and 2) janitorial services at the airport. Some specific objectives of the SJTA at
the airport are described below. The selected proposer would be required to work with the SJTA to achieve these objectives.

   a) Management/Operation

   It is the SJTA’s objective to have a private operator(s) provide professional services including management and operation at the airport for the users, tenants and customers. This would include the necessary administrative functions associated with the daily activities of the facility. SJTA would retain overall management direction as well as all capital development responsibilities, business dealings, marketing initiatives and Aircraft Rescue and Firefighting responsibilities. The SJTA would have final veto over all business dealings. SJTA desires a professional management firm with necessary administrative skills and experience to operate and support the airport. The SJTA is seeking an experienced operations staff that will provide a first class image, maintain an excellent relationship and deliver professional service to all tenants, customers and users of the Airport on an equitable basis.

   b) Airfield Lighting Systems Maintenance Services

   The SJTA desires that the contractor responsible for airfield management and operation services also be responsible for the preventative and corrective maintenance of all airfield lighting systems facilities. This would include, but not be limited to, maintenance of airfield lighting vaults, constant current regulators, airfield light fixture and base maintenance, airfield taxiway/ramp delineators, illuminated runway taxiway and ramp guidance signs, the airport beacon, lighted wind cone assemblies, all navigational aids maintained by the airport, airport obstruction lighting airport lighting control and monitoring systems (if present), lighting for helicopter pads, and standby and emergency power systems. Airfield lighting systems facilities must be maintained in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5340-26 and all other applicable FAA Advisory Circulars.

2. Economic Development
   a) Air Service

   The SJTA is extremely interested in adding new routes and expanding existing airline service in both the scheduled, charter, domestic and international markets. The selected operator will be required to demonstrate a proven track record of developing air service using the latest techniques, data and best business practices to encourage this
development and work in concert with the efforts of the PANYNJ and SJTA Airport Marketing Departments.

The proposer shall assign a dedicated staff member responsible for coordinating and providing input and support to the Air Service Development needs of the airport. At the direction of the SJTA and PANYNJ, the proposer shall enter into such agreements with consultants or other third parties to provide additional Air Service Development support where applicable. Proposer will be responsible for the payment of any fees or other related costs for such Air Service Development and will be reimbursed for additional service with prior written approval.

When authorized by the PANYNJ, SJTA Executive Director and/or Airport Director, proposer may enter into other consultant contracts with the SJTA being obligated to pay all or a portion of the cost of those contracts as agreed by the SJTA, concurred with the PANYNJ and the proposer. Any such consulting contracts will be procured in accordance with State procurement laws. The SJTA will use its best efforts to reimburse proposer within thirty (30) days of receiving the bill from proposer for its payment to the consultant.

b) Cargo/Maintenance

The SJTA desires to have aviation related cargo developed and expanded into a separate business at the airport. The SJTA believes that ACY is ideally situated to provide several benefits to cargo operators. The Airport is also capable of handling an aircraft maintenance facility. The selected operator(s) would be required to support efforts to attract such operations as part of its air service development support.

c) Employment

Through these various economic development efforts, the SJTA would seek to improve the employment opportunities for the residents of the southern New Jersey region.

3. Capital Development

In June 2010, an update of the ACY’s Master Plan was completed for the SJTA by the firm of AECOM. Currently the SJTA is in the process of implementing the initial phase of the Master Plan. In November of 2012, the SJTA completed the FIS Terminal Expansion project which expanded the existing terminal by 75,000 square feet. The cost of this project was around $27,000,000. In addition, the SJTA constructed a new ARFF facility at a cost around $15,000,000 which opened on June 20, 2013. The SJTA also recently completed a Cell Phone Lot
and Runway 13-Arm/Disarm Pads. Additionally, the STJA is in the beginning phases for a Commercial Vehicle Staging Area and a Rental Car QTA Facility which were identified in Phase 1 of the Master Plan.

The SJTA is evaluating the Master Plan to determine the necessary course of action to further implement needed development in conjunction with other projects listed in long term capital plan. Proposers shall include ideas to create new development or complement existing capital development at ACY.

4. Financial

The primary financial goal of the SJTA is to make the airport self-sufficient from revenue generated by the airport, while maintaining reasonable rates and charges for the users and to make it viable for airlines and private aircraft to operate. In addition, it is the SJTA's desire to convert the existing pay-as-you-go mechanism into a financing structure that would support necessary capital development.

II. Overview

A. History - The SJTA was created in 1991, and operates pursuant to the South Jersey Transportation Act, Chapter 252 of the Laws of New Jersey of 1991, as amended and supplemented, as a public body corporate and politic and an instrumentality of the State of New Jersey. The SJTA is the successor to the New Jersey Expressway Authority and the Atlantic County Transportation Authority. On September 24, 1992, pursuant to the Act, the SJTA acquired the Civil Terminal Area from the City of Atlantic City consisting of approximately 84 acres and located in Egg Harbor Township in Atlantic County, N.J. The Airport is currently operated by AvcoAvPORTS, under a Use and Occupancy Agreement with the SJTA. A multiyear agreement with AvcoAvPorts expired on June 30, 2014 and AvcoAvPorts is now retained under a short term agreement. The SJTA also entered into a management services agreement with the Port Authority of New York and New Jersey on July 1, 2013. The agreement with the Port Authority expires on June 30, 2028.

The SJTA also acquired the City of Atlantic City's reversionary interest in approximately 4,312 acres of the Airport which the City previously sold to the United States of America and which the FAA administers. The reversionary interest means that ownership of the property may revert to the SJTA if the FAA determines that it has no use of the airport for government purposes. Upon such reversion, the SJTA must agree to operate the Airport as a public airport for the useful life of the Airport facilities.

On April 15, 1998, the FAA William J. Hughes Technical Center (FAATC) transferred operational control of the airport to the SJTA. At the same time, the FAATC also entered into a fifty-year lease with the SJTA for approximately 2,200 acres of land including all runways, taxiways and commercial aircraft aprons, as well as development and environmental mitigation areas.
B. Current Environment - The SJTA is currently the owner of the Atlantic City International Airport. In addition to the approximately 2,200 acres of land leased to SJTA from FAATC, the airport consists of another approximately 2,700 acres, which have been retained by the FAATC for its mission. In addition to the duties of the FAA, within the FAATC property are various government agencies including but not limited to the New Jersey Air National Guard Fighter Wing, United States Coast Guard Air Station Atlantic City and the Transportation Security Agency Federal Air Marshal national training center.

Total passenger traffic at the airport in 2014 was 1,211,667. A history of the passenger traffic is attached for reference (Attachment # 5). The Airport’s Civil Terminal Building was constructed in the early 1960’s with a ticketing/ waiting area added in 1989 and a second floor expansion completed in May of 1996. In June 2004, a 300 seat holding room and new administrative offices were completed. In September 2004, a terminal planning study was completed by HNTB that identified the existing deficiencies and future development needs of the terminal. In February 2004, the FAA issued a Record of Decision (ROD) for terminal and airfield projects at ACY. This ROD included Terminal Area Development, Auxiliary Area Development, Hotel/Conference Center, Instrument Landing System upgrade and Holding Aprons. In 2008 the SJTA completed construction of a six level parking garage that holds approximately 1,400 vehicles. In November 2012, a 75,000 square FIS Terminal Expansion project was added to the terminal allowing ACY to handle commercial and international flights. Additionally three (3) gates were added as well as three (3) inbound bag belts.

III. Organizational Structures/Staffing

A. Organization - The selected proposer will report directly to the SJTA Airport Director or his representative for contract and policy administration and to obtain necessary approvals. The Airport Director will coordinate airport matters with the other SJTA departments. The Airport Director shall be the point of contact for the SJTA and all correspondence should be addressed accordingly. The Airport Director will function as the Chief Administrative Officer for all airport activities.

The selected proposer will be required to work as part of a team with other service providers, SJTA staff and the Port Authority of New York and New Jersey, and to provide staff support to the SJTA on airport related matters.

The selected proposer will be required to prepare various reports and documents for the Airport and the Executive Director's review. The SJTA Airport Director currently reports to the Interim Executive Director. The SJTA Executive Director will consult with and obtain the guidance and advice of the Board of Commissioners on administration and management of the Airport. The Board of Commissioners generally meets on a monthly basis and sometimes more often, as required.

As part of the legislation creating the SJTA, an Airport Citizens Advisory Committee was established to provide advice and comment to the SJTA and Airport Department
concerning airport projects. The selected proposer will be required to attend any meetings of the committee.

B. South Jersey Transportation Authority - The SJTA Board consists of the State Commissioner of Transportation, who is also currently the Chairman, the State Commissioner of Commerce and Economic Development, who is an ex officio nonvoting member, and seven (7) members appointed by the Governor with the advice and consent of the Senate, six (6) of whom must be residents of South Jersey, four of whom must be residents of that portion of South Jersey within a 30-mile radius of the civil aviation terminal at the Airport or of municipalities through which the Atlantic City Expressway traverses, and two of whom must be residents of that portion of South Jersey outside of a 30-mile radius of the Airport terminal; provided that all of the appointed members must have expertise in transportation, finance, law, public administration, aviation, or any other related field. Please see attachments 3 and 3a that depict the relationships of the SJTA Senior Management and the Airport Department Staff.

C. AvcoAvPORTS - AvcoAvPORTS is currently the operator of the airport. The SJTA has a management agreement with AvcoAvPORTS. Under this agreement AvcoAvPORTS has day-to-day responsibility for the operation and maintenance of the airport including but not limited to the airfield, terminal building, aircraft parking apron, vehicle parking lots and the access road. The staff of AvcoAvPORTS consists of three (3) departments: Administration, Operations, and Maintenance. The total number of employees at this time is fifty-five (55), including five (5) part-time and two (2) seasonal positions.

The AvcoAvPORTS Administration Department includes senior management, financial, administrative support and human resource functions. Additional duties performed by the Administration department include engineering and environmental services. The Operations Department is responsible for airport operations, security, ramp management, ground transportation and tenant coordination functions, while the Maintenance department is responsible for all building and grounds maintenance associated with the airport.

IV. Proposal Format and Content

In order to evaluate and compare the proposals effectively, it is necessary that each proposal generally follow the same format. Therefore, when submitting a proposal, use the following format:

A. General – Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to evaluate the proposer’s experience and qualifications, technical and customer service approach and cost. Information provided must relate to this specific project.

One (1) original and eleven (11) copies of the proposal are to be submitted in sealed envelopes, securely fastened and marked on the exterior with the name and address of the proposer, proposal due date and the title “Management/Operations and Airfield Lighting Systems Maintenance Services at the Atlantic City International Airport”. Proposals
must be submitted with a cover letter signed by a principal or officer of the proposer. Proposals shall be received no later than **4:00 P.M. on Wednesday, May 13, 2015.**

Proposals received after the date and time specified above will not be accepted for review and will be returned unopened to the responding Proposer. Proposals must be submitted to the following:

**Physical/Courier (Fedex/UPS) Address:**
South Jersey Transportation Authority
Farley Service Plaza
Atlantic City Expressway, M. P. 21.3
Elwood, NJ 08217
Attn: Purchasing Department

**Mailing (USPS) Address:**
South Jersey Transportation Authority
Farley Service Plaza
P.O. Box 351
Hammonton, NJ 08037
Attn: Purchasing Department
Phone: 609-965-6060
Fax: 609-965-7315
bids@sjta.com

**PROPOSALS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL NOT BE CONSIDERED**

1. All proposers are required to comply with the requirements under P.L. 1975, Chapter 127, Supplement to Law against Discrimination (Affirmative Action Clause) and the Affirmative Action Policy specifically adopted by the Board of Commissioners of the South Jersey Transportation Authority (SJTA) copies of which policy may be obtained at the office of the SJTA upon request.

2. Proposals will be evaluated according to the criteria set forth in Part X below. As a general matter, those criteria focus on matters such as each proposer’s organizational structure, staffing, financial capability, experience, and approach to completing the scope of work and cost proposal.

Due to the unique expertise required for the maintenance of various airfield lighting systems and the daily operation of the airport, the SJTA has determined that the management, maintenance and operations functions included in this RFP will be classified as sophisticated professional services in accordance with New Jersey Governor’s Executive Order Number 37. As such, they will be evaluated according to specific professional experience.

For the airport operations services the following professional knowledge required
includes, but is not limited to:
- Experience in operating a certificated airport under Title 14, Part 139 of the Code of Federal Regulation (CFR)
- Experience with Title 14 CFR Part 150 (Noise programs)
- Experience with Title 14 CFR Part 77 (Imaginary Surfaces)
- Experience with Title 49 CFR Chapter XII, Parts 1540, 1542, 1544, 1546, 1548, 1550 & 1552. (Civil Aviation Security)

The maintenance services that require unique specific experience include but are not limited to:
- Maintenance of Airfield Lighting Systems Facilities
- Maintenance of navigational aids
- Performing duties in a secure airport environment
- Performing duties within the airport movement area
- Airfield Lighting Control System

3. The proposal must be signed by a company officer in order to be accepted as a valid proposal.

4. The South Jersey Transportation Authority will not assume responsibility for any proposals lost in transit. Please utilize the delivery address noted on the cover page of this RFP for submission of your proposals.

5. The Board of Commissioners of the South Jersey Transportation Authority, in accordance with law, reserves the right to reject any or all proposals or any part thereof. No Proposal shall be deemed accepted or a contract awarded until public adoption of a Resolution to that effect by the Board of Commissioners.

6. The Authority will act to award a contract to the successful proposer or to reject all proposals within ninety (90) calendar days after receipt of proposals as prescribed by law unless a time extension is obtained in accordance with Authority rules.

7. Certified Check, Cashier’s Check, or Proposal Bond: A proposal bond in the amount of ten (10%) percent of the contract fee shall be required with each proposal. However, no proposer shall be required to make a deposit in excess of twenty thousand ($20,000.00) dollars. The proposal bond shall be in the form of a bond issued by an agency authorized to do business in the State of New Jersey and with a rating of “A” or higher OR in the form of a cashier’s check made payable to the South Jersey Transportation Authority (SJTA). The proposal bond shall state that it is good for a minimum of 180 days from proposal due date and shall guarantee that the awarded proposer shall promptly execute an agreement and deliver required insurance certificates and Performance Bond and Labor & Material Bonds as required herein and as may be required by the SJTA prior to the start of the project. Should the awarded proposer fail to enter into a contract agreement for the project, the bond will be invoked by the SJTA to insure payment by the awarded proposer of the damages as set forth herein.
8. SJTA reserves the right to reject any and all proposals, to waive any informalities or irregularities in the proposals received and to award a contract on only a portion of the goods and/or services set forth in the proposals and to accept any proposal(s) which is deemed most favorable to the residents of Southern New Jersey, at the time and under the conditions stipulated.

9. The successful Proposer will be required to execute an agreement with the SJTA which will include at a minimum all terms and conditions.

10. The maximum page limit for proposals is established at 100 pages (excluding Check List and related Purchasing Required Forms).
B. Technical and Management - Proposals must contain, at a minimum, the following information in the order listed:

1. Title page, indicating: Name, address, telephone and facsimile number of proposer, including a contact person, and name of the person(s) who prepared the proposal, and the type or types of services being proposed;

2. Table of Contents;

3. Type (e.g. corporation, partnership) and size of firm including number of offices, number of employees;

4. List all sub-consultants, including information requested in 1 and 3 above for each sub-consultant, and general nature and type of service to be provided by each;

5. List all Disadvantaged Business Enterprises (DBE's) to participate in the performance of the work, including type of DBE (e.g. WBE, MBE, etc.), certifying agency, and type of work to be performed as it relates to the total project. Provide some quantitative measure for each DBE's level of involvement;

6. Executive Summary - Provide a brief summary of the proposal being made;

7. Narrative Description - Briefly outline the substance of your proposal and the firm's understanding of the objectives. Highlight the strengths and capabilities of your firm and how they will be used to address the established objectives. A brief discussion of what performance evaluation methods will be used to measure performance in each objective or area should also be included in this section. Specific methods will be required in the Approach Plan;

8. Approach and Scope of Work -

   a) Approach - Describe in as much detail as you believe appropriate, your approach for meeting the requirements of the Scope of Work identified in Section V, including appropriate plans. This discussion should clearly demonstrate your understanding of the established goals and objectives, including opportunities to achieve increased efficiencies and encouraging overall development of the Airport as stated in these goals.

   In describing the approach, a performance evaluation method should be indicated for each of the Objectives described in Section I.A. of this RFP. The performance evaluation measurement should include at a minimum the criteria to be used to measure performance objective, frequency of measurement, identified results and methods of improvements.

   b) Scope of Work - Please indicate whether you accept the scope of work outlined in Section V of this RFP or whether you propose any specific modifications. The SJTA encourages suggestions or modifications, which would better, achieve its goals and objectives.
c) Proposers must also identify in this RFP their ability to perform the full range of service(s) being proposed.

Maintenance services for all but airfield lighting systems facilities will be provided through a separate maintenance contractor. In addition, there will be a separate contract for Janitorial services. All supplies and materials required by the Maintenance and Janitorial contractors will be procured by SJTA with the assistance of the Operations and Maintenance Contractor. Given the unexpected nature of airport operational demands and the need to respond quickly to events, close coordination between the Airport Management/Operations Contractor and Maintenance Contractor is essential to meet Federal Aviation Regulation 14 CFR Part 139. Proposers must identify their plans for coordination of work orders with the Maintenance Contractor and Janitorial Contractor. The proposer must recommend and describe the functions of an internet based electronic work order system to be utilized to manage corrective maintenance and janitorial activity. This work order system will be used by the Maintenance Contractor, Janitorial Contractor and the Airport Management/Operations Contractor to coordinate maintenance and janitorial activity.

The proposer must also provide a Maintenance and Janitorial Coordination Plan that describes its strategy for coordinating all other Airport Management/Operations activities with the Airport Maintenance contractor and Janitorial Contractor. Snow and ice removal and emergency response are examples of airport activities that require particularly close coordination between airport operations and maintenance, but just about all airport operations activities include some level of maintenance coordination. Operations and Janitorial coordination is required whenever medical or human waste cleanup concerns arise or other janitorial related activities. The Maintenance and Janitorial Coordination Plans will describe how the contractor will manage the purchase and requisition process for SJTA and how procurement will be coordinated with the Maintenance and Janitorial Contractors. The Coordination Plan will also outline the procedures the Management/Operations contractor will put in place to ensure close coordination with both Contractors for the Air Operations (AOA), Terminal and landside areas along with the development and implementation of all airport plans, reports and analyses.

9. Organization and Staffing - For each year of the proposed five year contract term, include the following information:

a) An organizational chart, which lists all staff, including key personnel and reporting chain-of-command.

b) Resumes of at least the three key personnel including relevant roles and experience.

c) Job Descriptions for all proposed positions, including salary ranges,
person reporting to, responsibilities and qualifications. Salaries must be comparable to those paid in the Northeast Region for airports of similar size.

d) A detailed description of the benefits package to be provided to all employees.

e) A description of the management team, including corporate personnel, that will provide the specific management services offered. Identify key personnel and their roles as part of the management team, including the person (and alternate) who will be responsible for communicating with the Airport Director on all matters. Indicate percentage of time to be committed to this project by each team member including total number of hours by title. Also indicate the physical location for each position if not at the Airport.

f) A plan which identifies how the specific management/operation services offered will be planned, implemented, directed and controlled; detail the approach your firm will take in implementing its Affirmative Action Plan at the Airport; arrangements for, and coordination of, any sub-consultants or joint ventures; and the anticipated relationship of the Airport Director to your proposed management team and staff, including responsibilities of each, and how overall coordination will be achieved.

10. Safety Plan - Identifying all safety procedures to be followed for the protection of employees and users of the airport.

11. Financial Plan - For the first year of the proposed term, the proposer shall submit a line item budget. For each of the proposed five years a pro-forma revenue and expense statement must be submitted accompanied by a description of all assumptions relating to the statement. Any assumptions relating to increased efficiencies resulting in cost savings and revenue growth should be indicated. Also identify a method or mechanism by which the proposer would handle the entire accounts receivable function including billing, collections and past-due account analysis.

Proposers must submit a full first year detailed proposed budget for each function including a schedule, description and frequency of specific items to be performed. These services may be provided by a separate vendor either through the proposer or directly by the SJTA. The SJTA has the sole right to procure or provide any or all portions of the MANAGEMENT/OPERATION and AIRFIELD LIGHTING SYSTEMS MAINTENANCE services separately from this proposal.
12. Transition Plan - Proposer must include in their proposal a Transition Plan that indicates how they will manage the transfer of responsibilities, personnel and assets from the current operator to the firm. This plan must include how the firm will transfer, in a seamless manner, the entire operation with no impact on the airport tenants and users. Particular attention should be provided to coordination with the new Maintenance Contractor and Janitorial Contractor.

13. Environmental Maintenance Plan - The proposer must submit an Environmental Maintenance Plan, which will address the processes to be used to address all environmental concerns related to management/operation and maintenance of airfield lighting systems facilities at the Airport. This must include commitments that recognize that the SJTA is required to abide by in the Environmental Impact Statement and Pinelands MOU.

14. Experience - Each proposer must submit a list of both current and prior references demonstrating a minimum of five years specific relevant airport experience. References should include contact person, address, telephone number and type and duration of business agreement with proposer. The SJTA reserves the right to request information from any reference source. Proposers must provide a list of the most current contracts (a minimum of 3 similar contracts in the past 5 years) to include facility size and type, contract dollar amount, and contact person information.

15. Affirmative Action Plan -- Proposers must submit an Affirmative Action Plan identifying at a minimum the outreach process to be used to assure a diversified staff.

C. Cost and Contract

1. Cost Proposal - The Cost Proposal shall consist of the proposer's fee to perform the services set forth in the Scope of Work. The Cost Proposal shall indicate the General and Administrative/Overhead fee, the Management Fee and Total fees (Attachment 6) for each of the proposed services for five years and a cumulative total for the entire term. It is anticipated that the annual fee would be paid in equal monthly installments at the completion of each month.

2. Engineering Services - The Airport Director may direct the Contractor to provide design and contract services. The cost of such services will be negotiated with the Airport Director upon submission and review of a proposal for the directed work.

3. Airport Costs - Each proposer will be required to affirm that they are able to provide the services required within the approved SJTA budget as provided, or if unable to do so, submit a detailed line item budget for each service/function being proposed.

Proposers will be required to submit detailed line item budgets for each subsequent year of the contract including a schedule, description and frequency of specific items to be performed.

4. Contract Proposal - Each proposer shall specifically state acceptance of all terms and conditions contained in this RFP. This RFP sets forth the minimum terms and
conditions required by the SJTA, and will be expanded to include additional terms and conditions based upon the specific proposal that is accepted by the SJTA. If unable or unwilling to indicate such acceptance, the proposer shall identify and explain any exceptions or deviations with respect to the terms and conditions. Any deviation or exception taken must be explained in detail to permit appropriate evaluation. Proposals may be rejected for significant deviations or exceptions. SJTA shall determine what is significant.

Additionally, each proposer must submit the following information for evaluation:

a) Statement of financial capability, including certified financial statements for the past two fiscal years.

b) If your company is providing services or working to obtain services at another airport(s) or is under contract with existing or potential tenants of ACY, you must include the names of such clients and an explanation of how your company can effectively perform such services while avoiding a possible conflict or appearance of a conflict of interest. Also, a statement disclosing business relationships the firm has in the aviation field that might create a conflict or give the appearance of a conflict with respect to the Airport's operation and/or business development and lease negotiations (e.g. business relationships with, or representation of, airlines or ground service providers).

D. Questions, Issuance of Addenda, Contact with the SJTA

1. Questions - All questions about the meaning or intent of the RFP documents, including these instructions or the specifications, shall be submitted in writing to the Authority’s Purchasing Department. Any questions or requests for clarification are to be emailed to bids@sjta.com.

**When submitting a question or request for clarification, the subject line of the email MUST contain the word “Question” followed by the title of the RFP.**

Questions must be received no later than **4:00 PM on Tuesday, April 28, 2015.** Questions received after this date and time may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The preferred method of submitting questions or requests for clarification is via email, however questions can also be submitted via fax to 609-965-7315, attention Purchasing Department.

2. Issuance of Addenda - Responses to all questions of substantive nature will be answered in the form of an addendum. The SJTA shall be the sole judge of the question viability. Any informal explanation, clarification, or interpretation will not bind SJTA, oral or written, by whoever made, that is not incorporated into an addendum.
Addenda will be issued and posted on the Authority’s website at www.sjta.com, under “Bids & Contracts”. **There are no designated dates for release of addenda. Therefore interested proposers should check the Authority’s website on a daily basis from the time of the RFP issuance through the Proposal due date.** It is the sole responsibility of the proposer to be knowledgeable of all addenda related to this procurement. The proposer is also responsible for acknowledging receipt of addenda by signing and returning via fax to the Purchasing Department at (609) 965-7315. Additionally, the proposer must complete the “Acknowledgement of Receipt of Addenda” form, which is included in this RFP as a required Checklist item. Failure to acknowledge receipt of all addenda may render a proposal as non-responsive.

A proposer’s failure to request a clarification, interpretation, correction or amendment will preclude such proposer, thereafter, from claiming any ambiguity, inconsistency or error.

3. **Contact with SJTA** - Under no circumstance should any proposer or its agents contact the airport staff or members of the SJTA Board or Counsel to the SJTA regarding this RFP. All questions must be in writing as per above. All responses to questions will be made in writing and responses to questions will be made via an addenda posted on the SJTA’s website. It is the sole responsibility of the proposer to check the SJTA’s website for addenda.
V. Scope of Work

The responsibilities and services to be provided can be classified into two major categories: Management/Operation services and Airfield Lighting Systems Facility maintenance services.

VI. Management/Operations Services

The selected proposer will be required to provide an Airport Manager and appropriate support staff to provide Airport Operational Services including, but not limited to that outlined below, on a seven-day-week, 24-hours-per-day basis. The proposal must include the qualifications and resumes of the persons designated to be the contractor’s management team at the Airport. A key selection criterion will involve SJTA evaluation of your management team. Accordingly, materials provided will be reviewed and interviews may be conducted with your designated management personnel.

Maintenance and Janitorial services for the airport, except for airfield lighting systems, will be provided through separate contracts. Given the unexpected nature of airport operational demands and the need to respond quickly to events, close coordination between the Airport Management/Operations contractor, Maintenance Contractor and Janitorial Contractor is essential.

A. Following the Department’s policy direction, the firm’s Airport Manager will have full responsibility for all of the operations of the Airport, including, but not limited to:

1. Facilities and Equipment - The selected operator will more specifically be required to perform or oversee the performance of the following in a manner consistent with sound airport and environmental operating safety practices;

2. Operate or cause the Airport fuel farms to be operated having due regard for the requirements of the suppliers of petroleum products at the airport, and the users of the Airport, and in strict compliance with all applicable laws and regulations including 14 CFR Part 139, NFPA guidance and good environmental operating practices. A fixed based operator (FBO) operates the fuel farm today through an agreement with the SJTA;

3. Operate or oversee through the Fixed Base Operators retained by the SJTA the public apron area(s) for the benefit of users thereof;

4. Provide such facilities, training, supervision and coordination as may be reasonably required to implement the Airport Emergency Plan as required;

5. The contractor will be accountable and responsible for all SJTA-owned equipment assigned to the company and will be responsible for replacing or reimbursing the SJTA for any missing or damaged equipment due to negligence; and

6. Procure computer hardware and software as directed and approved by the SJTA pursuant to State procurement laws. All hardware and software used in the administration, management and operation of the Airport shall be property of the SJTA.
B. Services - The proposer shall:

1. Procure such aviation and related services, equipment, materials and supplies as may be necessary for the proper operation of the Airport in accordance with SJTA procurement policies. To the extent that the purchase price of any piece of equipment has been reimbursed to the contractor as part of the expense of operation of the Airport, the contractor shall transfer title to such equipment to the SJTA at the time of purchase. The contractor shall obtain prior written approval of the Airport Director for all equipment purchases. The contractor shall be required to obtain three (3) written estimates for any equipment purchases and shall be submitted to the Airport Director as part of the approval process. The contractor must comply with all SJTA purchasing policies and the final purchase order will be processed through the SJTA Purchasing Department for procurement. The contractor must comply with all SJTA purchasing policies. All such equipment shall be added to the SJTA's inventory when purchased and shall be subject to the SJTA's inventory control procedures.

2. The contractor shall obtain the prior written approval of the Airport Director before the obligation of funds for all (a) equipment purchases, (b) computer hardware and software, and (c) expenditures for which the proposer will require reimbursement from the SJTA in advance of receipt of the good or service, in accordance with established SJTA procedures.

C. Reports and Documents -The proposer shall:

1. Review, revise and update the Airport Security Plan as appropriate, by June 1 annually and as needed consistent with all applicable TSA & FAA requirements. Also review, in consultation with the SJTA Airport Department and submit to the Director, no later than ninety (90) days after the effective date of the agreement to be negotiated, the proposer's proposed revisions, if any, of the Airport Security Plan. As revised, such plan shall be in conformity with applicable federal, state and local laws, rules and regulations, shall be designed to protect the safety of Airport personnel and the safety of the general public utilizing the Airport. The Proposer shall take all such actions as may be necessary or appropriate to implement such plan as approved by the Director or his designee. Said plan shall be reviewed as needed but at a minimum annually by the proposer and proposed revisions shall be submitted to the Director or his designee as appropriate;

2. Prepare and submit proposed revisions of the Airport's Emergency - Plan to the SJTA's Airport Department for review and approval by June 1, annually. Such plan shall be in accordance with appropriate FAA Advisory Circulars and set forth effective procedures, in conformity with applicable federal, State and local laws, rules and regulations, to be implemented at the Airport in the event of: aircraft crashes, incidents and/or accidents, both at the Airport and in the immediate vicinity; fires, hijackings; bombings; personal accidents; environmental accidents; sudden illness; natural disasters or any other emergency which might affect or imperil the health, safety or security of persons or property or orderly and efficient airport operation. Said plan shall be reviewed annually by the contractor or at such intervals as required by the Airport Director or his designee and proposed revisions shall be submitted to the Director or his designee as appropriate;
3. Review and submit proposed revisions, if any, to the existing Airport Rules and Regulations to the Department, no later than 90 days after the effective date of the agreement to be negotiated. The contractor shall review such rules and regulations on an annual basis thereafter and submit proposed revisions as required to the Department;

4. Prepare, submit to the Director or his designee for review, and implement as required, appropriate noise reduction plans and procedures consistent with the Airport's Part 150 Noise Plan;

5. Review and submit to the Director or his designee, no later than ninety (90) days after the effective date of the agreement to be negotiated, its comments to the existing Airport Certification Manual as it pertains to the operations of the SJTA property. The proposer shall enforce such Airport Certification Manual sections affecting the SJTA as may from time to time be in effect. The proposer shall review such manual on an annual basis and submit proposed comments and recommendations to the Director or his designee;

6. Prepare, submit to the Director or designee for approval, and implement as required, appropriate Ground Transportation Plans and procedures to include, without limitation, curb management, bus operations, taxicab movements and other commercial ground transportation. The proposer shall review such plans on an annual basis and submit proposed revisions to the Director or his designee;

7. Prepare, submit to the Director or his designee for approval, and implement as required, an Airport Operations Plan to include, but not be limited to gate utilization, gate allocation, ramp management, and ramp safety. The proposer shall review such plans on an annual basis and submit proposed revisions to the Director or his designee;

8. Prepare, submit to the Director or his designee for approval, and implement or coordinate and direct implementation as required, an Airport Snow and Ice Control Plan: to include without limitation plowing procedures, de-icing procedures, equipment inventory and personnel training. The proposer shall review such plans on an annual basis and submit proposed revisions to the Director or his designee;

9. Prepare, submit to the Director or his designee for approval, and implement as required, a Tenant Monitoring Plan to include without limitation routine inspections, pricing analysis and a construction alteration process. The proposer shall review such plan on an annual basis and submit proposed revisions to the Director or his designee;

10. Prepare and submit such reports and statistical data as may from time to time reasonably be requested by the Airport Director;

11. As required by the Director, assist in the preparation of all applications and requisite supporting documentation for all Federal and State grants for financial assistance in support of airport development, planning, management and operation. The proposer will be responsible for all aspects associated with and required for preparation of all Airport Improvement Program (AIP) and Passenger Facility Charge (PFC) applications amendments and updates;
12. Information retained and/or generated by the proposer for the SJTA should be retained in a format acceptable to the Director;

13. Abide by SJTA’s Inventory Control Policies and submit semi-annual reports to the Airport Director;

14. Document with supporting background papers (including lease summaries), all leases as needed for review and approval by the Department; and

15. Prepare and update annually a Disadvantaged Business Enterprise Concession and Contract Plan acceptable to the Federal Aviation Administration in compliance with all necessary regulations and grant assurances.

D. Accounting and Financial Services

In accordance with generally accepted accounting principles, consistently applied, and utilizing cash-basis accounting the proposer shall;

1. Process airport revenue accounts receipts and documents;

2. Prepare monthly Airport trial balances and monthly income and expense statements to be submitted to the SJTA no later than the tenth (10th) working day of the following month;

3. Prepare quarterly income and expense statements on both a cash and modified-accrual basis;

4. Balance and reconcile airport operating accounts;

5. Prepare monthly airport billings and accounts receivable reports;

6. Bill, on behalf of the SJTA, all monies due to the SJTA in connection with the Airport, including, but not limited to, monies due pursuant to leases, contracts, concession agreements, and arrangements with other persons conducting business at the Airport;

7. Collect all monies billed pursuant to sub-paragraph (v.) entitled “Scope of Work”, and all airport fees including, but not limited to, airport landing fees under then current procedures; the contractor shall use good business practices consistent with SJTA policy to collect all aforesaid monies but shall in no event be liable for bad debts;

8. Deposit on a daily basis all monies collected from the operation of the Airport in an account established by the SJTA for such purpose;

9. Prepare all purchase requisitions and process invoices for the entire airport including but not limited to; Administration, Airport Operations, Airport Maintenance, Airport fleet and equipment maintenance Airport Janitorial, Airport Rescue and Firefighting, Law Enforcement and Airport Marketing in accordance with SJTA purchasing policies.
10. Assist the SJTA in the preparation and maintenance of capital control inventories of all, vehicles, machinery, tools and personal property situated at the Airport in conjunction with the SJTA policies for inventory control;

11. The proposer shall provide a periodic review and recommendation on all Rates and Charges at the Airport;

12. Assist the SJTA in processing aging accounts receivable; and

13. As required by the Airport Director, develop standard comparables to justify aviation rents.

E. Safety

The selected Proposer shall be solely and completely responsible for conditions at the work site, including safety of all persons (including employees) and property during execution of the work. This requirement shall apply continuously and not be limited to normal working hours. Work safety provisions shall conform to U.S. Department of Labor (OSHA), the New Jersey Occupational Safety and Health Act, human and medical waste requirements and all other applicable laws, and shall in any event comply with the common law standards of due care. Where any of these are in conflict, the more stringent shall apply.

F. Airport Operations

The selected proposer will be required to provide appropriate staff to provide Airport Operational Services on a seven-day-week, 24-hours-per-day basis. The responsibilities of the operations department include, but are not limited to:

1. General

a) Airport operations services are required within the areas controlled by the SJTA which are outlined in Attachment 1 and comprise 2,284 acres of SJTA owned and leased land. Areas specifically excluded from Airport Operations responsibilities are the FAA Technical Center, U.S. Coast Guard and U.S. National Guard leaseholds.

b) Receptionist services are required for the Airport Director’s office located in the Airport Terminal Building. One person must be provided to perform these duties. These services must be provided on weekdays from the hours of 8am to 5 pm

c) Ensure all airport tenants and users comply with all airport rules and regulations, SJTA policies and directives, and other applicable laws, regulations, and procedures;

d) Assure the coordination of airport operations with all airport tenants and users including the following:
• U.S. Coast Guard
• U.S. National Guard
• Aircraft Rescue and Firefighting Services
• FAA Air Traffic Control Tower
• FAA Eastern Region Technical Center Operations Staff
• FAA Technical Center Flight Inspection Office
• Federal Air Marshals

e) Maintain and periodically update, as required by the Airport Director or his designee, the Airport’s Noise Abatement measures;

f) Use its best efforts to ensure that those utilizing the Airport as pilots or aircraft operators do so in the most noise conscious manner possible so as to minimize any adverse impact to the extent possible, consistent with safety and prudent aviation practices and procedures;

g) Enforce and monitor all Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) Regulations

h) Cooperate with and assist the SJTA in dealing with the FAA, TSA, Airport Commission and all federal, state and local agencies in all matters relating to the operation of the Airport;

i) Provide technical advice on airport operations and development programs and projects;

j) Perform a full inspection of the Terminal complex consisting of runways, taxiways, aprons, buildings, property and facilities (see Attachment 1) daily in accordance with 14 CFR Part 139 and 49 CFR 1542;

k) Coordinate all construction, maintenance and other activities to insure minimum interference with airport operations. Escort, control and maintain on-site surveillance over all areas should access to the airport operations area be required by independent contractors; and

l) Perform other services such as checks of emergency communications, telephone and alarm systems and inspection of all fueling equipment including trucks and storage facilities;

m) From time to time the Contractor will develop in concert with the United States Department of Agriculture (USDA), in accordance with FAA procedures, wildlife hazard control program including as a minimum daily visual checks of runways, taxiways, and other appropriate areas, and
disbursement and mitigation activities. The Contractor will maintain and execute the wildlife hazard control program;

n) Conduct or cause to be conducted a certificated weather observer airport weather observations and issue the information to airport users and other appropriate parties;

o) Prepare, maintain, update and issue all appropriate NOTAMs in accordance with FAA requirements and as directed by the SJTA or Port Authority;

p) Prepare, maintain, update and conduct an Airport operations safety program including AOA/SIDA driver training, 14 CFR Part 139 training as required and general safe operating practices;

q) Conduct daily inspections for navigational hazards, including avian, on the Airport and its aerial approaches and take appropriate action;

r) Perform information-providing functions and conduct meetings commonly performed by an airport operator for Airport users and the general public;

s) Identify all aircraft landing at the Airport and issue bills for and collect all fees due the SJTA;

t) Develop and conduct an Airport user and community relations program, as directed by the Airport Director;

u) Develop an Airport FOD/Safety committee and conduct regularly scheduled meetings as directed by the Airport Director or his designee;

v) Provide all initial and recurrent training required by the FAA and State Law for airport operations, maintenance staff and tenants.

2. Ground Transportation

a) Manage in conjunction with New Jersey State Police and the SJTA’s Transportation Services Department, all ground transportation and curbside movements including but not limited to commercial lane and employee parking lots;

b) Monitor and issue all ground transportation permits and or contracts; and

c) Provide information, as necessary, to all operators.
3. Security & Safety

a) The Proposer shall enforce all airport rules and regulations and oversee and maintain the Airport Security Program and all requirements of all applicable local, state and federal laws, rules and regulations, including but not limited to 49 CFR 1520 and 1542 including at a minimum day-to-day liaison with law enforcement agencies and:

(1) Terminal – Coordination with NJ State Police and TSA for general security issues, and access control alarms in and around the Terminal Building.

(2) Landside – Coordination of security activities with NJ State Police for frontage, parking areas, fuel farms, access roads and other landside facilities through the use of security patrols, closed circuit television and any other necessary means. Provide escort for passengers and employees to parking areas upon request.

(3) Airside - Operating and monitoring the civil aircraft apron area, identification systems, security access control systems and procedures as required by 49 CFR 1542. Provide security and safety measures necessary to protect personnel, equipment and facilities within the civil apron area, including but not limited to basic first aid.

(4) Emergencies - Develop and implement procedures necessary to handle accidents and incidents (e.g. hijacking, bomb threats, and other criminal acts) and other emergencies in cooperation with law enforcement agencies and other airport users and tenants.

(5) Develop and implement a Safety Management System based upon FAA's implementation date of the program.
4. Ramp Management
   a) Provide Ramp/Gate Control services for all aircraft using the apron including gate assignment and monitoring of preferential gates;
   b) Provide a reservation system to fairly assign gates for all Commercial aircraft using ACY which allows adequate time separation to efficiently and safely handle the movement of aircraft and passengers in an equitable manner; and
   c) Monitor all FBO and airline ground handling procedures and fueling operations to assure that these services are provided safely and in a professional and equitable manner in accordance with all applicable rules and regulations, grant assurances and minimum standards.

5. Emergency Services
   a) Proposer will be required to provide basic first aid services;
   b) Assist in all emergency situations; and
   c) Provide communications for all emergency situations at the Terminal.

6. Tenant Services
   a) Provide tenants with necessary information regarding airport, terminal area and other related conditions (NOTAMs, i.e., Notices to Airmen, weather information, etc.).
   b) Conduct routine tenant meetings, as directed, to communicate all current events effecting tenants.

7. Coordination with Maintenance and Janitorial Contractors
   The Management and Operations contractor is responsibility for coordinating their airport responsibilities and work activities with both the Maintenance and Janitorial Contractors with the aim of producing the most efficient and cost effective result for the airport. In addition, the Management and Operations contractor, as part of its daily inventory of airport activities, will administer the work of the Maintenance and Janitorial contractors to mitigate unacceptable conditions on a priority basis,
G. Air Service Development

The selected operator will be required to utilize the latest techniques, data and best business practices to encourage the development of air service to ACY, and work closely together with the PANYNJ, and SJTA Airport and Marketing Departments in Air Service Development efforts.

The Proposer shall assign a dedicated staff member responsible for coordinating and providing input and support to the Air Service Development needs of the airport. At the direction of the PANYNJ, the proposer shall enter into such agreements with consultants or other third parties to provide additional Air Service Development support where applicable. Proposer will be responsible for the payment of any fees or other related costs for such Air Service Development and will be reimbursed for additional service with prior written approval.

H. Operating Budget

1. Prepare and submit to the Director, simultaneously with the execution of the agreement ultimately negotiated between the parties for Fractional Year and prior to August 15th of each year thereafter, for the following Fiscal Year (January 1 through December 31), a written Annual Operating Budget and a written Annual Operating Plan that incorporates the operating budgets and operating plans prepared by the Maintenance and Janitorial Contractors into a comprehensive Airport Annual Operating Budget and Annual Operating Plan.

2. The Annual Operating Budget shall itemize all anticipated revenues and operating expenses and shall justify such items of revenue and expense with supporting records and documents and in accordance with then existing SJTA procedures. The Annual Operating Budget, as approved or modified by the Director, the SJTA Finance Director and the SJTA Executive Director shall be included in the SJTA Executive's proposed SJTA budget, as an integral but identifiable part of the Airport Department's budget. Such budget shall not take effect unless and until approved by the SJTA Board of Commissioners and the SJTA Executive in compliance with the SJTA Charter, and shall be subject to supplementation or amendment in accordance with said Charter.

3. The Annual Operating Plan shall include, but not be limited to: a maintenance and repair schedule for all airport facilities; a schedule of proposed Airport fees; a list of all aviation and aviation-related concessionaires, contractors and tenants; a schedule of all leases, concessions, contracts and agreements to be negotiated or renegotiated; recommendations, if any, for revisions of the Emergency Contingency Plan, Airport Rules and Regulations, Noise Reduction Plan, Community Information Plan and the Airport Security Plan; recommendations, if any, for non-capital improvements of Airport facilities and acquisition of equipment; a five (5) year projection of anticipated revenues and expenses based on a comparison with the previous fiscal year and prepared with reference to proposed and approved long-range plans, industry forecasts and other relevant data; a schedule of proposed staffing levels of full-time, part-time and seasonal employees, and; any factors which may affect Airport operation and management. Appropriate modification of the Airport Operating Plan shall be made as required to
conform to the Airport Operating Budget as adopted or amended.

4. The Annual Operating Budget will present the proposer's best estimate of the cost to the SJTA for the performance of the proposer's obligation and the Proposer agrees to use its best efforts to perform its obligations hereunder within such budget. If at any time during a Fiscal Year (January 1 through December 31) the proposer has reason to believe that the costs which it expects to incur in the performance of its obligations under the Agreement ultimately negotiated between the parties for the balance of such Fiscal Year will exceed the Annual Operating Budget, the Proposer will promptly notify the SJTA in writing to that effect. The notice shall state the estimated amount of additional funds required for the annual budget period, together with appropriate supporting documentation and evaluation of alternatives in accordance with SJTA budget procedures. The SJTA shall respond as promptly as practicable with respect to any such notice. All budget adjustments should be transferred within categories when possible. The SJTA must approve all budget revisions and increases prior to their implementation.

5. No provision of this RFP shall be construed to require the proposer to advance its own funds to meet SJTA obligation to third parties, pursuant to Attachment 4.

I. Attendance at Conferences and Meetings - The proposer shall:

   1. Attend meetings of the Airport Advisory Board and otherwise assist such Board in the performance of its duties pursuant to the Local Law creating such Board. A representative of The Proposer shall act as Secretary to such Board;

   2. Confer with the Director when requested by him or her, but in any event not less often than every thirty (30) days, and attend meetings with SJTA officials and other persons as reasonably requested by the Director to discuss matters relating to the Airport;

   3. Confer and cooperate as required by the Director with the chief executive officials of the communities affected by Airport operations;

   4. Through the Director confer and cooperate with groups interested in the operation of the Airport including but not limited to the Air National Guard, United States Coast Guard, National Business Aircraft Association, the Federal Aviation Administration Technical Center and the Aircraft Owners and Pilots Association;

   5. Hold regularly scheduled meetings with all tenants;

   6. Conduct meetings on a regular basis with airline tenants;

   7. Attend, as requested, meetings with prospective tenants; and

   8. Confer and cooperate with groups interested in the operation of the Airport.
J. Contracts - The proposer shall:

1. Perform, on behalf of the SJTA, all obligations pursuant to existing and future agreements with fixed base operators and other tenants and concessionaires at the Airport;

2. Perform, on behalf of the SJTA, all obligations pursuant to agreements with governmental entities, including, but not limited to the Federal Aviation Administration, Transportation Security Administration and local municipalities;

3. Assist the SJTA in developing and preparing written documents in accordance with applicable federal, state and local laws, rules and regulations, for the procurement of such aviation and non-aviation related services, equipment, materials and supplies as may be necessary or desirable for proper operation of the Airport, including the maintenance of its facilities and provision of janitorial services.

4. In connection with the solicitation of proposals and negotiation of such leases, concessions and other agreements as may be necessary or desirable for the proper operation of the Airport in accordance with federal, State and local laws, rules and regulations, the proposer shall advise and recommend specific programs and courses of action to the Department and shall, on behalf of the Department, implement such approved programs and courses of action in conformity with applicable law and Department procedures;

5. Administer, on behalf of and as required by the SJTA, all SJTA agreements with airport concessionaires, tenants and contractors, to: ensure full and complete compliance with the terms and conditions contained in such agreements; ensure that such agreements are carried out in a manner which is consistent with the proper operation of the Airport; provide coordination to avoid or minimize disruption of airport operations and services; perform or cause to be performed all obligations imposed on the SJTA pursuant to such agreements; prepare lease abstracts; monitor the current status of agreements; and issue timely billing change notifications;

6. Notify the Department at least six (6) months in advance of the forthcoming expiration, change or other deadline relative to leases, contracts and agreements at or concerning the Airport;

7. Assist in development of all documents necessary for any leases, contracts, permits, etc. As it relates to capital improvements, capital equipment and any functions the SJTA or PA will assume directly, the Contractor will provide technical requirements and/or specifications and recommendations to the SJTA as requested for the procurement of such Airport operations and related services, equipment, materials and supplies as may be necessary or desirable for the proper operation of the Airport, maintenance of its facilities and provision of janitorial services, and assist the SJTA in developing and preparing written documents to effect such procurement in accordance with applicable policies and procedures of the SJTA;
8. Administer and monitor all lease and use agreements at the Airport to ensure full and complete compliance with the terms and conditions contained in such agreements;

9. Develop and organize a library with copies of leases, and other negotiated agreements and summaries thereof, in sufficient quantities needed to secure requisite approvals and for the SJTA to have on file. Lease summaries are to include rental basis, effective date, expiration date, description of special provisions and other pertinent information and are to be provided for use in briefing the SJTA Commissioners and accompany the related agreement when submitted to the SJTA for processing;

10. As requested by, and under the supervision of, the Airport Director assist in the negotiation of non-governmental leases, agreements, contracts, etc., that will be entered into between the SJTA and prospective parties providing aviation or aviation support services, including but not limited to: airlines, fixed base operators, restaurant operators, rental car agencies, parking lot operators and other prospective tenants requiring ground leases;

11. As directed by the Director, assist in the negotiation of other leases, licenses, permits, agreements, contracts, etc.; and

12. In the performance of all activities related, to the operation of the Airport, comply with all applicable federal and state requirements regarding affirmative action and the utilization of minority-owned, women-owned and disadvantaged business enterprises.

K. Personnel- All personnel must be approved by SJTA prior to being hired

1. On Site Personnel - The Proposer shall employ an Airport staff (hereinafter the "Airport Operating Staff") composed of qualified persons who shall perform their duties at the Airport. Sufficient staff shall be scheduled to provide necessary daily operational coverage contemplated hereby or such other schedule as may be set by the Airport Director. The proposer may employ staff on a full-time, part-time- or seasonal basis, as may be necessary to fulfill its obligations hereunder subject to the approved budget and approval by the Airport Director; and

2. Airport Manager - The Airport Manager shall supervise the operation of the Airport in such a manner as to ensure compliance with the Agreement ultimately negotiated between the parties. The Airport Operating staff shall be selected by the contractor in consultation with the Airport Director on the basis of qualifications, training and experience.
L. Marketing/External Affairs

1. The proposer shall provide assistance in the development and implementation of marketing strategies and programs including at a minimum furnishing of statistical information in a format suitable to the Director.

2. The proposer will provide advice and assistance to the SJTA on aviation industry relations.

3. Participation in outside organizations will be at the proposer's own expense.

4. The proposer shall provide airport tours to local schools and community groups as required.

5. The proposer shall provide presentations to local business and civic groups as required by the SJTA.
VII. **Airfield Lighting Systems Maintenance Services**

A. The SJTA has the sole right to procure or provide any or all portions of the maintenance services, including airfield lighting systems maintenance services, separately from this proposal.

B. The Proposer shall maintain and repair (structurally and otherwise) in a good, workmanlike manner and/or enforce the obligations of any tenant to maintain and repair in such manner:

1. All Airfield Lighting Systems Facilities. Airfield Lighting Systems Facilities include but are not limited to the following: airfield lighting vaults, constant current regulators, airfield light fixture and base maintenance, all AOA guidance signage, the airport beacon, lighted wind cone assemblies, taxiway/ramp delineators, all navigational aids maintained by the airport, airport obstruction lighting airport lighting control and monitoring systems (if present), lighting for helicopter pads, and standby and emergency power systems. Airfield lighting systems must be maintained in conformance with Federal Aviation Administration (FAA) Advisory Circular 150/5340-26 and all other applicable FAA Advisory Circulars.

2. Navigational aids not maintained by the FAA.

3. Airfield Lighting Control System

C. The Proposer shall work closely with the Maintenance Contractor to manage the expeditious removal of snow and ice from all runways, taxiways, public aprons, parking lots, walkways and access roads and inspect for pavement or other hazards to aircraft and persons in accordance with 14 CFR Part 139, Advisory Circulars and other FAA regulations and take corrective action. The proposer will be responsible for management of all snow removal in accordance with maintaining an airport operational 24/7.

D. The Proposer shall have electrical staff support snow removal in accordance with maintaining an airport 24/7. When the airport is in a designated snow alert level, staff are assigned particular roles to support airport snow removal. As a condition of employment, airfield electricians are required to drive snow removal equipment during winter precipitation events. As part of this responsibility, electricians must maintain a Commercial Drive License.

E. The Proposer shall, on a daily bases, visually check for and clean and remove all foreign objects from all runways, taxiways, public aprons, walkways, parking areas, and other airport operating areas. The proposer shall coordinate FOD removal/mitigation activities with the Maintenance Contractor as necessary.

F. In addition, the proposer shall:

1. Maintain and repair in a good workmanlike manner all equipment (including office equipment) provided by the SJTA except for that which the SJTA has stated it will perform such maintenance and repairs.

2. Develop and implement upon approval, an inventory control program for all SJTA...
3. Assist and comply with the SJTA in the preparation and maintenance of capital control inventories of all Airfield Lighting Systems, SJTA equipment, vehicles, machinery, tools and personal property situated at the Airport in accordance with SJTA policies.

4. Prepare and submit to the Director, simultaneously with the execution of the Agreement ultimately negotiated between the parties for Fractional Year and prior to August 15th of each year thereafter, for the following Fiscal Year, a written Annual Operating Budget and a written Annual Operating Plan.

5. The Annual Operating Budget shall itemize all anticipated revenues and operating expenses and shall justify such items of revenue and expense with supporting records and documents and in accordance with then existing SJTA procedures. The Annual Operating Budget, as approved or modified by the Director, the SJTA Finance Director and the SJTA Executive Director shall be included in the SJTA Executive's proposed SJTA budget, as an integral but identifiable part of the Airport Department's budget. Such budget shall not take effect unless and until approved by the SJTA Board of Commissioners and the SJTA Executive Director in compliance with the SJTA Charter, and shall be subject to supplementation or amendment in accordance with said Charter.

6. The Annual Operating Plan shall include, but not be limited to:

   a) A maintenance and repair schedule for airfield lighting systems facilities.

   b) Recommendations, if any, for non-capital improvements of Airport facilities and acquisition of equipment; and

   c) A schedule of proposed staffing levels of full, part-time and seasonal employees; any factors which may affect Airport operation and management.

7. The Annual Operating Budget will present the proposer's best estimate of the cost to the SJTA for the performance of the proposer's obligations and the proposer agrees to use its best efforts to perform its obligations hereunder within such budget. If at any time during a Fiscal Year the proposer has reason to believe that the costs which it expects to incur in the performance of its obligations under the Agreement ultimately negotiated between the parties for the balance of such Fiscal Year will exceed the Annual Operating Budget, the proposer will promptly notify the SJTA in writing to that effect. The notice shall state the estimated amount of additional funds required for the annual budget period, together with appropriate supporting documentation and evaluation of alternatives in accordance with SJTA budget procedures. The SJTA shall respond as promptly as practicable with respect to any such notice. All budget adjustments should be transferred within categories when possible. The SJTA must approve all budget revisions and increases prior to their implementation.
8. Perform, on behalf of the SJTA, all obligations pursuant to existing and future agreements with fixed base operators and other tenants and concessionaires at the Airport with respect to airfield lighting systems facilities maintenance aspects only.

9. Perform, on behalf of the SJTA, all obligations pursuant to agreements with governmental entities, including, but not limited to the Federal Aviation Administration, Transportation Security Administration and local municipalities as it relates to airfield lighting systems facilities maintenance aspects only.

10. Perform or cause to be performed all applicable obligations imposed on the SJTA pursuant to all SJTA agreements with airport concessionaires, tenants and contractors, to: ensure full and complete compliance with the terms and conditions contained in such agreements as it relates to airfield lighting systems facilities maintenance aspects only.

11. In the performance of all activities related to its obligations under the agreement to be agreed upon, comply with all applicable federal and state requirements regarding affirmative action and the utilization of minority-owned, women-owned and disadvantaged business enterprises.

G. Personnel - All personnel must be approved by SJTA prior to being hired.

On Site Personnel - The proposer shall employ an Airport staff (hereinafter the "Airport Staff") composed of qualified persons who shall perform their duties at the Airport. Sufficient staff shall be scheduled to provide necessary daily operational coverage contemplated hereby or such other schedule as may be set by the Airport Director. The Proposer may employ staff on a full-time, part-time, or seasonal basis, as may be necessary to fulfill its obligations hereunder subject to the approved budget and approval by the Airport Director.

In addition, the Proposer shall prepare annually for the Director's approval, a schedule of performance objectives that will establish routine and non-routine tasks as well as seasonal projects. All major and non-routine maintenance work associated with Airfield Lighting Systems Facilities will be coordinated with the SJTA.

The proposer shall prepare, submit to the Director for review, and implement as required a detailed Airfield Lighting Systems Facilities Maintenance plan to address items in this Section, including a recommended multi-year major maintenance program.
VIII. Functions Retained by SJTA

A. Administrative - The SJTA will negotiate any and all leases, agreements or contracts.

B. Capital Development - SJTA will continue to be responsible for all Capital Development at the Airport, including development and management of the airport’s 5 year Capital Improvement Program.

C. ARFF - The SJTA will retain control of the Aircraft Rescue and Fire Fighting services.

D. Port Authority Responsibilities - The Port Authority of New York and New Jersey has undertaken certain responsibilities at ACY through its Management Agreement dated July 1, 2013 (See Attachment 2).

E. If the SJTA is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or refusal of the Proposer to perform or fulfill any one or more of the conditions, covenants or agreements contained in this Agreement or as a result of an act or omission of the Proposer contrary to the said conditions, covenants and agreements, the Proposer agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties (the “Cost of the SJTA”), and the same may be invoiced to the Contractor with payment due on demand or deducted from any payment due from the SJTA to the Proposer hereunder.

The term “Cost of the SJTA” as used in this Agreement shall mean and include: payroll costs, including contributions to the Retirement System, or the cost of participation in other pension plans or systems, insurance costs, sick leave pay, holiday, vacation and authorized absence pay. Notwithstanding the foregoing, the SJTA will give the Contractor at least thirty (30) day’s written notice if it elects to enforce its rights of self-help under this section except in cases of emergency and subject to any applicable cure periods.

IX. Evaluation Criteria

A. General - Proposals that meet all the mandatory requirements under Section IV.A. will be evaluated by the SJTA based on the technical and cost criteria described below. Technical proposals will be scored based on the information provided under Section IV.B. in accordance with the pre-established criteria contained in Section X.B. below.

In addition, the SJTA reserves the right to make a determination of a Proposer's subsidiary companies or parent company as to whether it has performed as a responsible entity, particularly in its government and airport contracts. If the SJTA questions whether a Proposer is a responsible entity, the burden of proof shall be on the Proposer to satisfy the SJTA that it is a responsible entity. The SJTA shall be the sole judge as to whether a Proposer is a responsible entity.

Proposers may be requested to provide an oral presentation to clarify issues or to provide additional information. The place, date and time of any oral presentation will be determined
by the SJTA.

The SJTA has absolute discretion in awarding a contract for the services requested in this RFP. The services being requested are of a professional or technical nature and for the public convenience. While the financial benefit to the SJTA will be a factor to be considered by the SJTA in accepting a proposal(s) and awarding a contract, other factors as set forth in subparagraph B. below are pre- eminent.

B. Technical and Management - The Technical and Management proposal will be evaluated based on the following criteria.

1. Organization/Staffing/Financial

   a) Quality of the management plan for providing services to the airport and proposed relationships between the proposer and the SJTA; quality of the proposed management team and the roles of individual team members in administrative oversight of the airport; quality of the affirmative action plan and the proposed approach for its implementation at the airport;

   b) Quality of pro-forma financial statements, including assumptions and development plans; incorporation of effective operational efficiencies resulting in cost savings/containment and revenue generation; and

   c) Quality, efficiency and effectiveness of project organization; efficiency and suitability of staff/task allocations for each task and total effort.

2. Experience-Aviation

   a) Quality, extent and relevance of experience, education and training of key personnel; extent of management personnel’s experience working as a team;

   b) Documented experience in successfully servicing contracts of a similar size and scope to the work required by this RFP; and

   c) Specific experience required, including, but not limited to:

       (1) The maintenance services that require unique specific experience include but are not limited to:

           (a) Airfield Lighting Systems Facilities

           (b) Maintenance of navigational aids

           (c) Performing duties in a secure airport environment

           (d) Performing duties within the airport movement area

           (e) Airfield Lighting Control System
(2) For the airport operations services the following professional knowledge required includes, but is not limited to:

(a) Experience in operating a certificated airport under 14 CFR Part 139

(b) Experience with 14 CFR Part 150 (Noise programs)

(c) Experience with 14 CFR Part 77 (Imaginary Surfaces)

(d) Experience with 49 CFR Chapter XII, Parts 1540, 1542, 1544, 1546, 1548, 1550 & 1552. (Civil Aviation Security)

3. Approach and Scope of Work

   a) Quality of approach to operating the airport including the performance of the scope of services, while achieving the established goals and objectives;

   b) Degree to which the proposal reflects understanding of the project scope and objectives; quality of any modifications or suggestions identified which would better achieve the goals and objectives of the SJTA; and

   c) Quality, efficiencies and effectiveness of approach to coordinating day-to-day operational activities with other potential service providers and the SJTA's business development initiatives and capital development efforts;

   d) Ability to monitor, perform and uphold environmental commitments as required in the EIS and MOU.

C. Cost and Contract - The cost and contract proposal will be evaluated to determine:

   1. Cost of management fee proposal;

   2. Quality of contract proposal; and

   3. Evidence of financial ability to perform a contract.

D. Programmatic - The following programmatic considerations, while not indicative of a proposal's individual merit, will be relevant to the process of evaluating and selecting the Proposer that will best achieve the overall goals of the SJTA:

   1. Disadvantaged/minority/women-owned business enterprises - The SJTA encourages the participation of DBE/WBE Proposers.

EQUAL OPPORTUNITY REQUIREMENTS

1. Affirmative Action

Proposers shall be required to comply with all applicable affirmative action and equal
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employment opportunity laws, orders, rules and regulations including, but not limited to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (See Exhibit A). The successful proposer shall be required to submit the applicable Affirmative Action form as described in Exhibit A within seven (7) days after receipt of the SJTA’s intent to award a contract.

2. Small Business Participation

Policy Statement of the South Jersey Transportation Authority

In accordance with Executive Order No. 84 signed by Governor James J. Florio on March 5, 1993 and Executive Order No. 71 signed by Governor James E. McGreevey on October 2, 2003, it is the policy of the South Jersey Transportation Authority (the “Authority” or “SJTA”) that Small Business Enterprises (“SBE”), as determined and defined by the New Jersey Commerce and Economic Growth Commission (“Commerce Commission”) and the Department of the Treasury (“Treasury”) in N.J.A.C. 12A:10-1 et seq. and N.J.A.C. 12A:10A-1 et seq., respectively, have the opportunity to compete for and participate in the performance of contracts to the purchase of goods and services and for construction services required by the Authority. The Authority further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBE’s have these opportunities.

In accordance with Executive Order 151 signed by Governor Jon S. Corzine, it is the policy of the South Jersey Transportation Authority (SJTA) that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in SJTA Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the SJTA pursuant to this Contract, the Firm must demonstrate to the SJTA’s satisfaction that a good faith effort was made to utilize subcontractor’s and sub-consultants who are registered with the Division as SBEs. Furthermore, the Reporting Agency shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

Evidence of a “good faith effort” includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the SJTA and attempt to contact same.

2. The Firm shall keep specific records of its efforts, including records of all requests
made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.

3. The Firm shall actively solicit and shall provide the SJTA with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as Reference Document A, and shall complete such other forms as may be required by the SJTA for State reporting as to participation.

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

   **State Agencies/Authorities/Commissions**
   - African Americans -- 6.3%
   - Asian Americans -- 4.34%

2. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).
State Agencies/Authorities/Commissions/Colleges and Universities
African Americans -- 2.47%
Asian Americans -- 1.47%
Hispanics -- 1.1%
Native Americans -- 0.07%
Caucasian Females -- 3.74%

3. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities
African Americans -- 1.22%
Asian Americans -- 0.85%
Hispanics -- 0.67%
Native Americans -- 0.05%
Caucasian Females -- 1.96%

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities
African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%

The Proposer agrees to make a good faith effort to award at least 25% of this contract to subcontractors registered by the Commerce Commission as a SBE. Subcontracting goals are not applicable if the prime contractor is a registered Small Business Enterprise (SBE) firm.

ADDITIONAL REQUIREMENTS

1. Use of Domestic Materials. The Contractor shall comply with the provisions of N.J.S.A. 52:33-1 et seq. concerning the use of domestic materials to the extent any services fall within the purview of that statute.

2. N.J.A.C. 17:44-2.2. Relevant records of private vendors or other persons entering into contracts with covered entities, such as the Authority, are subject to audit or review by the Office of State Comptroller pursuant to N.J.S.A. 52:15C-14(d).
X. GENERAL INSURANCE REQUIREMENTS

1. Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor will provide and maintain the following minimum levels of insurance at Contractor’s own expense. The cost of the required insurance shall be included in the Contractor’s bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include “Professional Service Contractors” as well as Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services shall not commence until the Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the “Authority”). Approval of insurance required of the Contractor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority’s request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

2. The Contractor shall require all Subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor. Any obligations imposed upon the Contractor as part of this contract shall be so imposed upon any and all Subcontractors as well.

3. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:

   a. The retroactive date must be on or prior to the start of work under this contract; and
b. The Contractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.

4. The South Jersey Transportation Authority, its commissioners, agents, servants, employees, representatives and the Port Authority of New York and New Jersey shall be named as additional insured on the Contractor’s liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured’s respective members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor to name other parties as additional insureds as required by the Authority. There shall be no “Insured versus Insured Exclusion” on any policies; all policies will provide for “cross liability coverage”.

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor’s responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

6. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor’s Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.

7. Any deductibles or self insured retention’s (SIR) of $10,000 or greater shall be disclosed by the Contractor, and are subject to the Authority’s written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor’s insurer(s) shall be the sole responsibility of the Contractor. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).

8. All insurance companies shall have an AM Best’s rating of at least “A-, Class VIII” or better and be permitted to do business in the State of New Jersey.

9. There shall be no liability upon the Authority, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority
granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.

10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

   a. The Contractor waives all rights of recovery against the Authority and all the additional insured’s for loss or damage covered by any of the insurance maintained by the Contractor.
   b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

11. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.

13. Contractor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).

REQUIRED COVERAGE: the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

XI. CONTRACTOR’S LIABILITY INSURANCE REQUIREMENTS:

1. Commercial General Liability and Aviation Commercial General Liability insurance for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

   - $400,000,000 Each Occurrence Limit
   - $400,000,000 General Aggregate Limit
   - $25,000,000 Personal & Advertising Injury, Aggregate Limit
   - $400,000,000 Products/Completed Operations Aggregate Limit
   - $1,000,000 Fire Legal Liability
   - $400,000,000 Hangarkeepers Liability Each Aircraft Limit
   - $400,000,000 Hangarkeepers Liability Each Loss Limit

This insurance shall include coverage for all of the following:
• Commercial General Liability provided on ISO Form CG 00 01 12 07 or its equivalent and Aviation Commercial General Liability including Airport Premises and Operations, Aircraft Liability (if applicable), Products and Completed Operations Liability, Contractual Liability, Hangarkeeper’s Liability, Host Liquor Liability, Personal Injury Liability, Independent Contractors Liability, Fire Legal Liability and Auto Liability while on airport premises.

• In addition to the above, coverage to be provided for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed aircraft.

• Coverage includes war liability subject to a limit of liability of $50,000,000 per occurrence and in the aggregate.

• Coverage for Terrorism, per the Federal Terrorism Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act).

• Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment / completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).

• The General Aggregate Limit must apply on a Per Project basis.

• No Exclusions for development, construction, building conversion, etc with respect to the project’s location and / or where the work is to be completed by the Professional Service Contractor.

• Coverage for “Resulting Damage”.

• No sexual abuse or molestation exclusion.

• No amendment to the definition of an “Insured Contract”.

2. Business Auto Liability insurance with a minimum combined single limit of $1,000,000 per accident and including, but not limited to, coverage for all of the following:

• Liability arising out of the ownership, maintenance or use of any auto;

• Auto non-ownership and hired car coverage

• Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)

• For Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948

3. Workers’ Compensation insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; employer’s liability insurance with minimum limits of:

$1,000,000 each accident for bodily injury by accident;

$1,000,000 each employee for bodily injury by disease; and

$1,000,000 policy limit for bodily injury by disease.

1. United States Longshore & Harbor Workers Act Coverage, where applicable.

2. Includes Sole Proprietorships and Officers of a Corporation who will be performing the work.

3. Where applicable, if the Contractor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with
operator), it is the Contractor’s responsibility to provide the Workers Compensation and Employer’s Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

4. Professional Liability: Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing, Physicians and Risk Management Consultants) shall provide liability and/or malpractice insurance with minimum limits of $3,000,000. The definition of “covered services” shall include the services required in the scope of this contract.

5. Umbrella Liability or Excess Liability insurance with minimum limits of:

- $10,000,000 per occurrence;
- $10,000,000 aggregate for other than products/completed operations and auto liability; and
- $10,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial Automobile Liability and Employers Liability Coverage. This policy shall also apply on a Following From basis of any Commercial General Liability and Aviation Commercial General Liability listed above, or if the Contractor maintains any standalone Commercial General Liability policies.

6. Pollution Liability Insurance (If Designated by Contractor’s Scope of Work)
   - Covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing and / or removal of any and all pollutants.
   - Occurrence/Claims Made Limit: $1,000,000 per project
   - Insurance to be maintained for the duration of the work and for a period of two (2) years after completion of work / final payment.
   - No Exclusions for Silica, Asbestos, Lead, or Lead Based Paint Testing.
   - Include Mold Coverage for full policy limit of liability.
   - Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. (“RCRA”) or any related state or city environmental statute or the removal of any petroleum contaminated material.
   - All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than $1,000,000, if applicable.

7. Watercraft Liability (If Designated by Contractor’s Scope of Work): If Contractor utilizes any owned, used, leased, hired or borrowed watercraft to complete their work in accordance with this Contract, the coverage shall be maintained.
   - Minimum Limits of Liability:
     - $2,000,000 Per Occurrence
     - $2,000,000 Aggregate
8. Crime:
   a. Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
   b. The Employee Theft Coverage part shall include the Clients’ Property Endorsement (ISO Form CR 04 01, or its equivalent).
   c. Minimum Limits of Liability: $1,000,000 Per Occurrence

9. Privacy Liability:
   a. Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this contract.
   b. Minimum Limits of Liability: $1,000,000 Per Claim / $1,000,000 Aggregate
   c. Privacy Breach Notification and Credit Monitoring: $250,000 Per Occurrence

10. Owned, Leased, Rented or Borrowed Equipment:
    a. Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.

XII. INDEMNIFICATION

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Contractor shall protect, defend, indemnify and hold harmless the Authority, its commissioners, agents, servants, employees, and representatives (the “Indemnified Parties”) from and against all liability, (including liability for violation of any law or any common law duty) claims, damages, losses, and expenses including attorneys’ fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, or any Subcontractor, or anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In any and all claims against the Indemnified Parties by an employee of the Contractor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, or Subcontractor under Workmen’s Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

These Indemnification provisions shall survive the termination of this contract.
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<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>RFP Advertised</td>
<td>Wednesday, April 8, 2015</td>
</tr>
<tr>
<td>Pre Proposal Meeting</td>
<td>Tuesday April 21, 2015 at 10:00 am</td>
</tr>
<tr>
<td>Questions Deadline</td>
<td>Tuesday, April 28, 2015 at 4:00 pm</td>
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<tr>
<td>Proposals Due</td>
<td>Wednesday, May 13, 2015 at 4:00 pm</td>
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<tr>
<td>Anticipated Board Approval</td>
<td>Wednesday, July 15, 2015</td>
</tr>
<tr>
<td>Anticipated Commencement of Services</td>
<td>October 1, 2015</td>
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XIV. Airport Related Attachments

The following items are attached for reference and to assist interested parties in preparation of a proposal.

1. Site Location Map
2. Management Agreement with the Port Authority of New York & New Jersey
3. Airport Org. Chart
4. Airport Capital Plan (2 pages)
5. Airport Statistical Data
6. Cost Proposal Sheets (2 pages)

The following information can be viewed at the Airport Department Office by appointment only. Due to the size and nature of these documents, copies will not be provided. Appointments can be made by contacting the Airport Director at (609) 641-3833.

1. Airport Master Plan
2. Airport Layout Plan
3. Airport Noise Plan (Part 150)
4. Environmental Impact Statement & Record of Decision
5. Minimum Standards
6. Airport Sale Agreement
7. Airport Certification Manual
8. Terminal Drawings
9. AvcoAvPORTS Management Agreement
10. Existing Airport Contracts
11. Airport Rules and Regulations
Attachment 1
Site Location Map

LEGEND

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<tr>
<th>EXISTING</th>
<th>DESCRIPTION</th>
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<tr>
<td>PROPERTY LINE</td>
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<td>PAVEMENT</td>
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<td></td>
<td>TOWNSHIP BOUNDARY</td>
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Notes:
1. Land area enclosed in a heavy line is SJTA owned land.
2. Land area enclosed in a medium line is SJTA leased land.
3. Land area enclosed in a light line is privately owned land.
4. Land area enclosed in a dotted line is land to be leased to SJTA at a future date.
5. Land area enclosed in a dashed line is temporary property.
7. Land area enclosed in a fine line is Township Boundary.
8. Land area enclosed in a thin line is 887, 187, and 513 area.
9. Land area enclosed in a fine line with a dash is 887 area.
10. Land area enclosed in a thin line with a dash is 187 area.
11. Land area enclosed in a thin line with a dash is 513 area.
ATTACHMENT 2

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made as of this 1st day of July, 2013 (the "Effective Date"), by and between SOUTH JERSEY TRANSPORTATION AUTHORITY, a public body corporate and politic in the New Jersey Department of Transportation and constitutes an instrumentality of the State of New Jersey, and its successors and assigns, having offices at the Administration Building, Farley Service Plaza, Atlantic City Expressway, Milepost 21.3 in Elwood, New Jersey 08217 ("SJTA"), and THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY, a body corporate and politic, created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States of America, having its principal office at 225 Park Avenue South, New York, New York 10003 (the "Port Authority"). The Port Authority and SJTA are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party."

WITNESSETH:

WHEREAS, SJTA was created by enactment of PL. 1991, c.252, of the laws of the State of New Jersey, and is responsible for the management and operation of the Airport (as herein defined) pursuant to N.J.S.A. 27:25A-24;

WHEREAS, SJTA owns approximately eighty-four (84) acres that encompasses the Airport (as herein defined) terminal and the supporting facilities located at the Airport;

WHEREAS, SJTA is responsible for the operation, maintenance, improvement and promotion of the Airport;

WHEREAS, SJTA represents that it has the right to lease and license the use of the land (and all easements and other rights pertaining thereto), improvements, property and facilities on the Airport and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, pursuant to a lease between the United States of America, acting by and through the Department of Transportation, Federal Aviation Administration, and SJTA, dated April 1998 (the "FAA Lease"), SJTA is the lessee of approximately 2100 acres situated at the Airport;

WHEREAS, SJTA will continue to be the Airport sponsor and holder of the FAA Operating Certificate (as herein defined) unless modified by future agreement as permitted herein;

WHEREAS, funds advanced from the New Jersey Transportation Trust Fund Authority were used to acquire the Civil Terminal Area (the "TFTA Funds") and various other capital improvements at the Airport have been undertaken by SJTA and financed
with bonds (the “Airport Bonds”) issued by it and currently outstanding pursuant to one or more bond resolutions previously adopted by the Authority (collectively, the “SJTA Bond Resolution”);

WHEREAS, N.J.S.A. 32:35.1 provides that the Port Authority may effectuate, establish, acquire, construct, rehabilitate, improve, maintain and operate air terminals;

WHEREAS, in 1967, legislation was passed by the State of New York authorizing the Port Authority to establish one additional air terminal in the State of New York and one additional air terminal in the State of New Jersey outside the Port District, with the site to be approved by the Governor of the State in which such terminal is to be located (L.1967, c.717, Sections 103 and 104, codified at N.Y. Unconsol. Law Ch. § 6631, note), and concurrent legislation was passed on May 3, 2007 by the State of New Jersey (P.L. 2007, c. 75), also providing that all provisions of N.Y. Unconsol. Law Ch. §§ 6631 to 6647 of the State of New York and corresponding statutes in the State of New Jersey governing the Port Authority shall be applicable to the “effectuation, establishment, acquisition, construction, rehabilitation, improvement, maintenance and operation of the said air terminal as though it had been expressly mentioned and authorized therein”;

WHEREAS, on March 18, 2013, Governor Chris Christie of the State of New Jersey approved the Airport pursuant to authority granted to him under N.J.S.A. 32:1-35.27f and N.Y. Unconsol. Law Ch. §§ 167-A, 103, 104 (Consol.);

WHEREAS, SJTA desires that the Port Authority perform certain management and other services at the Airport and the Port Authority desires to perform such management and other services the Airport;

WHEREAS, pursuant to the Port Authority Board Resolution authorizing the Port Authority to provide management services to SJTA, the provision of such services is subject to certification of the Airport as an additional facility of the Port Authority pursuant to Port Authority bond covenants; and

WHEREAS, pursuant to paragraph (n) of Article X of the Port Authority By-Laws, the Executive Director of the Port Authority may, in the best interests of the Port Authority, enter into or authorize execution of agreements with federal, state, or other governmental entities for the performance of services by Port Authority employees.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, SJTA and the Port Authority agree as follows:
ARTICLE I
DEFINITIONS

Section 1. Definitions.

(a) "Airport" shall mean Atlantic City International Airport located in Egg Harbor Township, New Jersey, as shown on the Airport Layout Plan approved by the FAA as of the date of this Agreement and as the same may be amended from time to time by SJTA.

(b) "Airport Bonds" shall have the meaning set forth in the seventh Whereas Clause hereto.

(c) "AvPorts Contract" shall mean that certain Airport Management Agreement, dated July 1, 2008, between Macquarie Aviation North America 2 Inc. d/b/a AvPorts (predecessor in interest to AFBO AvPorts Management LLC ("AvPorts")) and SJTA, and any extensions or modifications thereto, which is attached hereto as "Exhibit A."

(d) "Business Expenses" shall have such meaning as set forth in Section 2(c) of Article III hereof.

(e) "Claim" shall have such meaning as set forth in Section 6 of Article III hereof, and shall include both claims between the Parties and claims asserted against a Party by third parties.

(f) "Confidential Information" shall have such meaning as set forth in subsection (m) of Article V hereof.

property, animals or the environment; (c) the use, generation, storage, removal, recovery, treatment, transport, disposal and control of Hazardous Substances; (d) the prevention of, control of, or response to the exposure of employees or other person to Hazardous Substances; and (e) the prevention of, control of, or response to the emission or Release of Hazardous Substance in the workplace or environment.

(h) “Effective Date” shall have such meaning as set forth in the preamble hereto.

(i) “Expiration Date” shall have the meaning set forth in Section 1 of Article II hereof.

(j) “FAA” shall mean the Federal Aviation Administration of the United States of America and any successor thereto.

(k) “FAA Lease” shall have the meaning set forth in the fifth Whereas Clause hereto.

(l) “FAA Cooperative Agreement” shall mean that certain cooperative agreement between the United States of America, acting by and through the Department of Transportation and FAA, and SJTA dated April 15, 1998.

(m) “FAA Operating Certificate” shall mean that certain operating certificate issued by the FAA authorizing said holder to operate as a certificated airport in accordance with and subject to Title 49 USC, Subtitle VII and the rules, regulations and standards prescribed thereunder, including, but not limited to, CFR Part 139 and any terms and conditions under said operating certificate and the Airport Certification Manual.

(n) “Fiscal Year” shall mean any twelve-month period commencing on the first day of January and ending on the last day of December.

(o) “General Management Services Period” shall have such meaning as set forth in Section 13 of Article III hereof.

(p) “Governmental Authority” shall mean any and all federal, state and local government agencies, departments, commissions, boards or bodies which have jurisdiction over the implementation, interpretation or enforcement of Environmental Law, except that it shall not be construed to include the Port Authority.

(q) “Hazardous Substance” shall mean and include, without limitation, any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls (“PCBs”), chemicals known to cause cancer, or reproductive toxicity, petroleum and petroleum products and other substances (whether solid, liquid, or gas) which have been or in the future shall be defined, listed, declared, or otherwise classified
as pollutants, hazardous, toxic, or words of similar meaning or regulatory effect under any present or future Environmental Law or that may have a negative impact on human health or the environment, or the removal, containment or restriction of which have been or in the future shall be required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling or ownership of which have or in the future shall be restricted, prohibited, regulated or penalized by any federal, state, county, or municipal or other local statute or law now or at any time hereafter in effect as amended or supplemented and by the regulations adopted and publications promulgated pursuant thereto.

(r) “Indemnified Party” have such meaning as set forth in Section 6(c) of Article III hereof.

(s) “Indemnifying Party” have such meaning as set forth in Section 6(c) of Article III hereof.

(t) “Losses” shall have such meaning as set forth in Section 5(c) of Article III hereof.

(u) “Pre-Certification Period” shall have such meaning as set forth in Section 1 of Article IV hereof.

(v) “Port Authority” shall have the meaning set forth in the preamble hereto.

(w) “Release” shall mean and include, but not be limited to, any release, deposit, discharge, emission, leaking, leaching, spillage, seeping, migrating, ejecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances.

(x) “SJTA” shall have the meaning set forth in the preamble hereto.

(y) “SJTA Fee Interest” shall mean the approximately 84 acres owned by SJTA as more particularly described in that certain Deed from City of Atlantic City, as grantor, to SJTA, as grantee, dated September 24, 1992, and recorded in the in the Clerk’s Office of the County of Atlantic, State of New Jersey in Deed Book 5414, Page 60.

(z) “SJTA Bond Resolution” shall have the meaning set forth in the seventh Whereas Clause hereto.

(aa) “Services” shall have the meaning set forth in Section 1 of Article III hereof.

(bb) “Site” shall mean the area encompassed by the United States Environmental Protection Agency’s (“EPA”) National Priorities List (“NPL”) identification number for ACY, EPA ID#: NJ9690510020, which roughly corresponds to the 5,059 acres owned by the FAA, plus the land currently owned by SJTA.
(cc) “Term” shall have the meaning set forth in Section 1 of Article II hereof.

(dd) “TTFA Funds” shall have the meaning set forth in the seventh Whereas Clause hereto.

ARTICLE II
TERM AND OPTION TO PURCHASE

Section 1. Term. The term (the “Term”) of this Agreement shall commence as of the Effective Date and shall expire at 11:59 p.m. on the day preceding the fifteenth (15th) anniversary of the Effective Date (“Expiration Date”), unless sooner terminated in accordance with the terms and conditions of this Agreement.

Section 2. Renegotiation. Following both the fifth (5th) anniversary of the Effective Date and the tenth (10th) anniversary of the Effective Date, the Parties shall commence negotiations to amend or restate the terms and conditions of this Agreement, including, but not limited to, the management fee payable to the Port Authority. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Parties from renegotiating this Agreement, other than the terms of the management fee which shall be governed by this Section and Section 2 of Article III hereof, at any other time during the Term as the need may arise. If the parties are unable to reach new terms and conditions during any renegotiation, this Agreement will remain in effect under the then existing terms and conditions, unless terminated pursuant to Section 8 of Article III hereunder.

Section 3. Option to Purchase. At any time during the Term, the Port Authority has the right to purchase SJTA’s interest in the Airport, including but not limited to acquisition of SJTA’s Fee Interest and the assignment of the FAA Lease and the FAA Cooperative Agreement, subject to the conditions herein. Such right is contingent upon and subject to: (a) compliance with (i) the provisions of the SJTA Act and any other State laws including, but not limited to, P.L. 2011, c.18 (N.J.S.A. 5:12-218 et seq.), and (ii) the applicable provisions of the SJTA Bond Resolution and loan agreement executed in connection with receipt of the TTFA Funds; (b) the Parties reaching agreement as to the terms and conditions of the acquisition; (c) the approval through appropriate resolution or other means of the Boards of Commissioners of the Port Authority and SJTA, subject to the expiration of the respective gubernatorial veto periods of each; and (d) any other approvals or consents required by law, including approval by the FAA. If the Port Authority elects to exercise this right to purchase the Airport, the Port Authority shall provide written notice of its election to SJTA, such notice to include the salient terms of an agreement to purchase the Airport. Within forty-five (45) days of SJTA’s receipt of such notice, the Parties shall commence negotiations. The Parties agree to provide the FAA ninety (90) days notice of any agreement for the purchase or transfer of the Airport for its review of said agreement and the terms thereof. If the Parties are unable to reach an agreement, this Agreement shall remain in effect subject to the Parties’ rights to terminate pursuant to Section 8 of this Article III.
ARTICLE III
PORT AUTHORITY MANAGEMENT SERVICES

Section 1. Port Authority Responsibilities.

(a) In accordance with this Article III and subject to the terms and conditions in this Article III, the Port Authority shall provide general management services ("Services") to SJTA in connection with Airport operations for the use and benefit of the general public. The Services shall include conducting the daily operations of the Airport in conjunction with SJTA in a manner consistent with the SJTA enabling Act, N.J.S.A. 27:25A-1 et seq., and its bylaws, as well as the FAA Operating Certificate. In performing its responsibilities under this Agreement, the Port Authority shall do so in a manner normally associated with sound, safe, innovative, prudent and efficient airport management and shall provide all services as are customary and normal in conformance with SJTA policies and procedures, and all other applicable laws, rules and regulations. The application in the performance of the Services by the Port Authority of the applicable general operating standards and practices that it applies to other aeronautical facilities operated by it, whether in or outside the Port District, shall be deemed to constitute compliance with its obligations hereunder, to the extent that such standards and practices are not inconsistent with any other airport operator obligations. As provided in Section 1(b)(ii) of this Article III, in performing such Services, the Port Authority shall utilize AvPorts, in accordance with the AvPorts Contract.

(b) In addition to the above, the Port Authority's Services shall include, but not be limited to, the following:

(i) Business Management Services.

(1) Air Service Development. The Port Authority shall (A) use commercially reasonable efforts to establish relationships with carriers for service destinations that meet the Airport market needs; (B) create, develop, and assist in the implementation of marketing strategies and programs for the Airport; (C) provide advice and assistance to SJTA on aviation industry relations; and (D) conduct community and stakeholder outreach including, without limitation, holding discussions with business community members regarding their travel needs.

(2) Concessions. The Port Authority shall evaluate the leasing and management of concession operations (retail, food-and-beverage and specialty retail) at the Airport and shall provide recommendations for the following, including, without limitation, the development of an overall tenant-mix and merchandising plan for the Airport, identification of potential vendors, location of uses, and appropriate rental terms.

(3) Parking Operations. The Port Authority shall use its efforts in collaboration with SJTA to make the parking operations at the Airport more efficient. The Port Authority shall review the pricing, staffing and general management of the parking facilities at the Airport and shall provide recommendations regarding same.
(4) **Capital Improvement Plan.** The Port Authority shall provide capital improvement plan recommendations addressing future needs of the Airport.

(5) **Operating Budget and Plan: Capital Plan.** The Port Authority shall collaborate and work together with SJTA on the operating budget and operating plan for the Airport.

(6) **Revenue Generating and Cost Savings Initiatives.** The Port Authority shall collaborate with SJTA to create measures it can undertake to generate revenue and to reduce expenses at the Airport.

(7) **Press and Media Releases.** The Port Authority and SJTA shall collaborate on any press and media releases relating to the Airport prior to their distribution.

(ii) **AvPorts Contract.** The Parties acknowledge that as of the Effective Date, the AvPorts Contract has been extended for an additional one-year term to expire on June 30, 2014, subject to further extension or renegotiation. Insofar as the AvPorts Contract continues to be in effect, whether in its present form or further extended or renegotiated, the Port Authority shall administer the AvPorts Contract to fulfill its responsibilities as defined in this Section and to monitor performance by AvPorts; provided, however, that the Port Authority shall have no obligation to legally enforce the AvPorts Contract and such right, and any costs incurred in connection with such enforcement, shall be retained by SJTA; and provided, further, however, that the Port Authority is not assuming and will not assume any liabilities of SJTA under the AvPorts Contract or any obligation to make payments to AvPorts thereunder.

(1) SJTA shall provide or cause to be provided to the Port Authority copies of any and all plans, reports, rules and regulations or other information in connection with the Airport, except those plans and documents submitted pursuant to Section 3.4(a) of the AvPorts Contract, which the Port Authority will not be responsible for reviewing or monitoring compliance therewith. The Port Authority shall, in its discretion, provide its comments and recommendations to all plans, reports, rules and regulations and provided to it for review in connection with the Airport. The Port Authority shall provide or cause to be provided to SJTA any and all plans, reports, rules and regulations or other information that it receives in connection with its Services at the Airport.

(2) The Port Authority, on behalf of SJTA, will have the right to request AvPorts to prepare and provide to the Port Authority and to SJTA such reports and statistical data that SJTA has the right to request under Section 3.6(a) of the AvPorts Contract.

(3) SJTA shall advise AvPorts that under any provision of the AvPorts Contract requiring notice to the Airport Director or SJTA, it shall simultaneously notify the Port Authority General Manager of the Airport, or his or her designee.
(4) SJTA shall provide or caused to be provided to the Port Authority the CFR Part 139 inspection report prepared by AvPorts in accordance with Section 3.2(c) of the AvPorts Contract, and the Port Authority shall review and provide its recommendations relating thereto.

(5) The Port Authority shall assist and make recommendations to SJTA in connection with the selection of or changes to AvPorts staff under Section 3.10(e) of the AvPorts Contract.

(6) SJTA shall notify AvPorts that the Port Authority, as SJTA’s administrator of the AvPorts Contract, shall have SJTA’s rights of access and inspection as set forth in Section 19.1 of the AvPorts Contract.

(7) The Port Authority shall not administer or monitor AvPort’s responsibilities under the following sections of the AvPorts Contract: (A) Section 3.12; (B) Section 3.2(i); (C) subsections (a) and (c) of Section 3.4; and (D) the portion of Section 3.3 relating to fueling operations and aircraft deicing operations. The administering and monitoring of such items shall remain the obligation of SJTA.

(8) SJTA shall require AvPorts to report to the Port Authority with respect to its obligations under the AvPorts Contract, except such items set forth in subsection (b)(ii)(7) of this Section and any items that relate to the obligations and responsibilities described in (e) and (f) of this Section. The Port Authority is not authorized to make changes to the AvPorts Contract or otherwise provide direction to AvPorts that would be contrary to the provisions of the AvPorts contract.

(c) The Port Authority shall use its skill and ability in performing the Services consistent with the manner in which it operates its other aeronautical facilities. Any review, recommendation or advice furnished by the Port Authority hereunder will not be deemed in any way to constitute a warranty or guaranty by the Port Authority to SJTA or any other party of the Services provided by the Port Authority.

(d) SJTA and the Port Authority shall provide to each other copies of all information and reports that it receives from any consultant it hires in connection with the Airport, except for those generated and developed by each for purposes of litigation.

(e) Notwithstanding anything to the contrary stated herein, nothing in this Agreement is intended, nor will be deemed, to delegate to the Port Authority any obligations or responsibilities which SJTA is directly obligated to perform (i) under the FAA Operating Certificate applicable to the operations of the Airport issued by the FAA; (ii) under the FAA Lease; (iii) under any approval, permit, certificate or other issuance by any federal, state, or local governmental authority, including, without limitation, the Transportation Security Administration, United States Department of Homeland Security, Army Corps of Engineers, and the New Jersey Department of Transportation; (iv) pursuant to the terms of the SJTA Bond Resolution and loan agreement executed in connection with receipt of the TTFA Funds; or (v) otherwise under applicable laws, rules,
or regulations. SJTA covenants and warrants to the Port Authority that it shall comply with all of its aforesaid obligations and responsibilities.

(f) Consistent with, and without limiting subsection (e) of this Section, SJTA shall retain all responsibilities of an airport sponsor, including, but not limited to, the following:

(i) Ensuring that airport operations remain in compliance with all federal obligations undertaken by SJTA, including, but not limited to, those related to SJTA’s obligations as holder of the FAA Operating Certificate, and as Airport sponsor responsible for airport-related grant agreements and all applicable airport-related grant assurances.

(ii) Negotiating and entering into aeronautical and non-aeronautical leases and agreements associated with the Airport, provided, however, it shall collaborate with the Port Authority as set forth in Section 1 of this Article III.

(iii) Consistent with the FAA Lease and the FAA Cooperative Agreement, developing or improving the airfield in the manner it deems appropriate to fulfill its obligations as airport sponsor.

(iv) Funding and undertaking, or cause to be undertaken, capital improvements, repairs and maintenance on and at the Airport, including, but not limited to, excavation activities.

(v) Amending the Airport Layout Plan, as required.

(vi) Preparing and filing applications for grants and Passenger Facility Charges.

(vii) Managing, operating, and maintaining the Airport Fuel Farm.

(viii) Administering and monitoring Avports’ responsibilities under the following Sections of the AvPorts Contract: (A) Section 3.12; (B) Section 3.2(i); (C) subsections (a) and (c) of Section 3.4; and (D) the portion of Section 3.3 relating to fueling operations and aircraft deicing operations.

(g) SJTA shall retain all responsibilities and obligations regarding security, emergency, and medical operations, services and conduct, including, but not limited to, the operations and conduct of the New Jersey State Police and the Aircraft Rescue and Fire Fighting unit. The Port Authority shall have no responsibilities or obligations in matters of security, emergency or medical operations, services and conduct.

(h) The Port Authority shall provide SJTA with a current list of employees whose primary responsibilities are for the Services provided under this Agreement. The list shall indicate the individual employee, salary and responsibility at the Airport, as well
as an approximation of the time spent on Airport matters should that employee regularly perform work on behalf of the Port Authority that is not Airport related. The Port Authority shall inform SJTA executive staff of all changes to its Airport employees and shall consult with SJTA executive staff on the placement/movement of employees and the creation and elimination of positions. Port Authority Airport employees will partner with a yet to be determined group of SJTA Airport employees who will be considered the working management group of the Airport. The Airport director (or deputy) shall be a part of this group.

Section 2. Management Fee and Reimbursement for Port Authority Expenses.

(a) Management Fee.

(i) For each Fiscal Year during the General Management Services Period (as hereinafter defined), SJTA shall pay to the Port Authority an annual management fee in the amount of Five Hundred Thousand Dollars and No Cents ($500,000.00) payable in arrears in equal monthly installments of Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($41,666.67) beginning on the first day of the month following the month in which the Airport is certified as a new facility of the Port Authority. The Port Authority shall submit monthly invoices to SJTA for its payment of same.

(ii) In the event the General Management Services Period shall commence in a month other than January, the annual management fee shall be the annual management fee prorated on an annual basis using the actual number of months remaining in said Fiscal Year. In the event the General Management Services Period shall expire in a month other than December, the annual management fee for said Fiscal Year shall be the annual management fee prorated on an annual basis using the actual number of months for said portion of the Fiscal Year.

(iii) If any installment of the annual management fee payable hereunder shall be for less than a full calendar month, then the fee for the portion of the month for which said payment is due shall be the monthly installment prorated on a daily basis using the actual number of days in that said month.

(iv) Upon any termination of this Agreement (even if stated to have the same effect as expiration), SJTA shall within sixty (60) days after the effective date of such termination, make a payment to the Port Authority of the applicable fee computed as follows: (1) if the Agreement is terminated effective on a date other than the last day of a month, the fee for the portion of that month in which the Agreement remains effective shall be the amount of the monthly installment of the fee prorated on a daily basis; (2) if the monthly installment due on the first day of that month has not been paid SJTA shall pay the prorated part of the amount of that installment; and (3) if the monthly installment has been paid, then the excess thereof shall be returned to SJTA.
(b) **Additional Compensation.**

(i) If the Airport’s operating revenues exceed the Airport’s operating costs in any Fiscal Year during the General Management Services Period, within sixty (60) days from the end of such Fiscal Year, the Parties shall commence negotiations to amend the terms and conditions of this Agreement. In such event, the new or amended agreement shall provide that the Port Authority shall be entitled to receive additional compensation in such Fiscal Year in which operating revenues exceeded operating costs, which such compensation shall consider the total costs the Port Authority has incurred during that Fiscal Year in performing the obligations under this Agreement. In negotiating the amount of the additional compensation to the Port Authority, the Parties shall also consider the management fee paid to the Port Authority by SJTA in that Fiscal Year. Nothing herein shall cause SJTA to violate: (1) any covenants made by SJTA and set forth in the SJTA Bond Resolution; or (2) FAA Revenue Diversion principles applicable to SJTA.

(ii) In no event shall the annual management fee or any other compensation to be paid to the Port Authority be less than Five Hundred Thousand Dollars and No Cents ($500,000.00).

(iii) If the Parties are unable to reach new terms and conditions during any renegotiation, this Agreement will remain in effect under the then-existing terms and conditions, unless terminated pursuant to Section 8 of this Article III.

(c) **Port Authority Expenses.** SJTA shall pay for all Port Authority employees’ business-related travel and other ordinary and reasonable business expenses (collectively, “Business Expenses”) in connection with this Agreement in accordance with the SJTA’s policies and practices governing such expenses. The Port Authority shall provide an annual estimate of such Business Expenses to SJTA and shall obtain approval from SJTA prior to incurring such Business Expenses. The Port Authority employees shall: (i) submit to SJTA a written request for SJTA’s direct payment of such Business Expenses, which SJTA shall promptly pay to such payee on behalf of the Port Authority; or (ii) seek reimbursement from SJTA for approved Business Expenses incurred. SJTA will be responsible for any appropriate tax reporting associated with such expenses and travel. For the avoidance of doubt, the Port Authority employees performing the Services will remain Port Authority employees and continue to receive salary and benefits directly from the Port Authority.

**Section 3. Books, Records and Audits.**

(a) The Port Authority shall maintain at its expense such books and records as are necessary to document its provision of the Services, and shall make such books and records available for inspection by SJTA, and its respective agents and representatives, at all reasonable times, upon reasonable advance notice. SJTA shall maintain such books and records as are necessary to document its operation of the Airport as the Airport owner and sponsor, and shall make such books and records available for inspection by
the Port Authority, and its respective agents and representatives, at all reasonable times, upon reasonable advance notice.

(b) The Parties agree to maintain such books and records in accordance with good record management practices and with at least the same degree of completeness, accuracy and care as they maintain for their own records. Such records shall be retained for a period of six (6) years, or such longer period as may be required by applicable state or federal law and regulations. However, if at the expiration of any such 6-year period, either Party has commenced proceedings or is contesting any matter relating to such records or any matter as to which such records may be relevant, the Parties shall preserve such records until one (1) year after the final adjudication, settlement or other disposition of any such contest. Such records shall be maintained at each Party’s respective offices at the Airport or at another location in New York or New Jersey accessible to the other Party. The Parties shall cooperate with each other, without any charge by the other Party therefor, with respect to such records and the information available therefrom to the extent reasonably required to assist each other in complying with any reporting and related obligations to the FAA in relation to the Airport.

(c) Each Party, or its respective agents and representatives, may audit the books and records identified in paragraph (a) of this Section of the other Party, at reasonable times upon reasonable advance notice to other Party. The Parties agree to cooperate fully with such audits.

(d) The obligations of the Parties under this Section shall survive the expiration or earlier termination of this Agreement.

Section 4. Areas Available for Port Authority Use. SJTA shall provide to the Port Authority, without charge, exclusive furnished space for office purposes and non-exclusive use of lavatory, washroom facilities and other common areas for the employees of the Port Authority in connection with the performance of the Services. SJTA shall also provide, without charge, space to the Port Authority for storage of the Port Authority’s equipment, materials and supplies used at the Airport. All space and property to be used or occupied by the Port Authority for office and storage use may be secured by the Port Authority, in its sole discretion, in order to satisfy its needs for confidentiality and protection of its property. SJTA shall maintain and repair all space provided to the Port Authority under this Section of this Agreement.

Section 5. Environmental Matters.

(a) Representations and Warranties. SJTA represents and warrants that:

(i) Except for such matters disclosed to the Port Authority pursuant to Sections 5(a)(ii) & (iii) of this Article III, to the best of its knowledge, the facilities at the Airport and the operations of SJTA in, on or at the Airport have been and are in compliance in all respects, including having all necessary permits, registrations and authorizations, with all applicable Environmental Laws.
(ii) SJTA, to the best of its knowledge, has heretofore truthfully and fully provided to the Port Authority, in writing, any and all information relating to conditions in, on, under or from the Airport that are known to SJTA and is contained in files and records of SJTA, including, but not limited to, any and all permits, any reports relating to Hazardous Substances in, on, under or from the Airport and/or the environmental condition of the Airport.

(iii) SJTA, to the best of its knowledge, has heretofore truthfully and fully provided to the Port Authority, in writing, any and all information relating to the existence of any and all oral or written notice or other communication from any Governmental Authority or any person or entity relating to Hazardous Substances or remediation thereof, of possible liability of any person or entity pursuant to any Environmental Law, other environmental conditions in connection with the Airport or any actual or potential or threatened administrative or judicial proceedings in connection with the foregoing.

(b) Environmental Management, Operations and Remediation.

(i) SJTA shall be solely responsible to operate the Airport in compliance in all respects, including having all necessary permits, registrations and authorizations, with all applicable Environmental Laws, and the Port Authority shall have no obligations or responsibilities in that regard.

(ii) SJTA shall be solely responsible to direct the workings of, manage, and conduct all environmental affairs of the Airport, and the Port Authority shall have no obligations or responsibilities in that regard.

(iii) SJTA shall be solely responsible at its sole cost and expense to conduct all abatement of any and all Hazardous Substances and remediation of environmental conditions, whether known or unknown, disclosed or undisclosed, related to past and ongoing operations of the Airport, that exist at, under, on, or emanating from the Site regardless of the source or cause of such conditions whatsoever, and the Port Authority shall have no obligations or responsibilities in that regard.

(iv) SJTA shall conduct all abatement of Hazardous Substances and remediation of environmental conditions at its sole cost and expense and in a safe and prudent manner consistent with all applicable Environmental Laws and accepted industry standard and practices, and the Port Authority shall have no obligations or responsibilities in that regard.

(v) SJTA shall use its best efforts to keep the Airport free and clear of all liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of SJTA or any other person or entity.

(vi) SJTA shall not allow any tenant, contractor or other user of the Airport to act, or omit to act, in a manner that materially increases the dangers to human health or the environment or poses an unreasonable risk of harm to any person or entity. In performing the Services under the Agreement, the Port Authority and its authorized
agents shall not act, or omit to act, in a manner that materially increases the dangers to human health or the environment or poses an unreasonable risk of harm to any person or entity.

(vii) None of the provisions of Section 5(b) of this Article III shall be construed to prohibit or limit the SJTA's legal and/or contractual rights to require third parties, including the United States and its agencies, including, but not limited to, the FAA and the Army Corps of Engineers, to commence or continue remediation of adverse environmental conditions at the cost and expense of such parties.

(c) Environmental Indemnity.

(i) Except with regard to contamination caused solely by the Port Authority or its authorized agents, SJTA shall indemnify, defend and hold the Port Authority, its Commissioners, directors, officers, employees, agents, successors and assigns harmless from and against all claims, losses, liabilities, costs and expenses (including any reasonable consultant and expert fees, outside legal fees, and except the costs to the Port Authority for its own "in house" legal services and all other Port Authority professional staff services related to the particular claim, loss, liability, etc.), damages (including damage to third parties because of death, bodily injury or property damage), fines and penalties (collectively, "Losses") of any kind whatsoever arising from or relating to:

(1) known and/or unknown past, present or future presence, Release or threatened Release of any Hazardous Substance in, at, on, under, above, from, migrating from or otherwise impacting the Site;

(2) any past, present, or future noncompliance or violations of any Environmental Laws in connection with the Site and the operations thereon;

(3) any legal, judicial or administrative process or proceeding in any way connected with environmental conditions at the Site;

(4) any breach by SJTA of any representation or warranty set forth in this Section;

(5) any breach by SJTA of its responsibilities set forth in this Section for environmental management, operations and remediation; and

(6) any personal injury, wrongful death, or property or other damage arising under any statutory or common law or tort law theory concerning Hazardous Substances in any way associated with the Site.

(ii) SJTA reserves all of its contractual and other rights to pursue claims against third parties for any contamination located on or emanating from the Site.

(iii) The Port Authority shall indemnify, defend and hold SJTA, its Commissioners, directors, managers, employees, successors and assigns harmless from
and against any claims, losses, expenses (except the costs to SJTA for its own "in house" legal services and all other SJTA professional staff services), damages, fines and penalties arising from or relating to contamination caused solely by the Port Authority or its authorized agents on the Airport.

(iv) The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other Party or third parties shall be subject to the terms and conditions set forth in Section 6(c).

(d) SJTA shall cooperate and assist the Port Authority in its efforts to enter into an agreement with the United States of America or any state, or any political subdivisions thereof, concerning limitations of liability or any other matters arising out of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any other federal or state laws, regulations, guidance and guidelines.

Section 6. Indemnification. Notwithstanding the terms of Section 5 of this Article III above:

(a) SJTA, at its sole cost and expense, shall indemnify and hold harmless the Port Authority and its Commissioners, directors, officers, employees, agents and representatives from and against any and all Losses arising out of, related to, or based upon:

(i) any act or omission of SJTA, its Commissioners, directors, officers, employees, agents, and representatives in connection with the Airport;

(ii) Airport operational noise or emissions and/or noise or emissions from aircraft flights from, to or at the Airport as now constituted or as the same may exist during this Agreement and any action taken in compliance with any court order or the laws of the federal, state or local government, irrespective of the legal theory upon which such suit, action or proceeding is predicated;

(iii) any past or future bond issuance of SJTA, including, but not limited to: (1) any claim or demand by bondholders of SJTA bonds or by any trustee of a SJTA bond issuance (including The Bank of New York Mellon); or (2) any act or omission of SJTA in connection with SJTA’s covenants or representations to its bondholders or in connection with SJTA’s bond resolutions;

(iv) any swap agreement entered into by SJTA with any counterparty (including such agreements with Bank of America, N.A. and Wachovia Bank, N.A. now known as Wells Fargo Bank, N.A.); or

(v) failure of SJTA, or anyone acting by, through or under SJTA, to perform any of its obligations under this Agreement, or under applicable law, rule or regulation, or a breach by SJTA of the terms of this Agreement,
except those Losses arising out of the gross negligence or willful misconduct of the Port Authority. For purposes of the above-stated exception, SJTA’s indemnification obligation shall include claims, suits, etc., arising out of requests, directions and/or instructions provided to the Port Authority to perform as its agent for SJTA and other matters where SJTA provided its express consent or approval from an authorized SJTA employee. A list of those SJTA employees authorized to provide such express consent or approval shall be provided to the Port Authority by SJTA.

(b) The Port Authority, at its sole cost and expense, shall indemnify and hold harmless SJTA and its Commissioners, directors, officers, employees, agents and representatives from and against any and all Losses (including any reasonable consultant and expert fees and outside legal fees, and except the costs to SJTA for its own “in house” legal services and all other SJTA professional staff services) arising out of the failure of the Port Authority, its Commissioners, directors, officers, employees, agents, and representatives to perform any of its obligations under this Agreement or a breach by the Port Authority of the terms of this Agreement. The foregoing indemnification of the Port Authority shall not apply to any Losses to the extent arising out of (i) the gross negligence or willful misconduct of SJTA, or (ii) any act or omission of the Port Authority that arises out of, relates to or is requested or directed by SJTA or which was expressly consented to or approved by SJTA.

(c) The obligations and liabilities of each indemnifying party hereunder with respect to claims resulting from the assertion of liability by the other party or third parties shall be subject to the following terms and conditions:

(i) Any Party (the “Indemnified Party”) making a claim for indemnification (a “Claim”) against the other Party (the “Indemnifying Party”) under this Section, shall promptly notify the Indemnifying Party thereof in writing with reasonable details of a Claim promptly after the Indemnified Party discovers the liability, obligation or facts giving rise to such Claim; provided, however, that the failure of the Indemnified Party to provide prompt notice of a Claim as contemplated by this Section shall not affect the right of the Indemnified Party to be indemnified pursuant to this Section for such Claim except to the extent such failure prejudices the ability of the Indemnifying Party to defend such Claim.

(ii) Any Indemnifying Party shall have the right to defend the Indemnified Party against any third party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as the Indemnifying Party conducts the defense of the Claim actively and diligently and in good faith.

(iii) So long as the Indemnifying Party is conducting the defense of a third party Claim in accordance with this Section: (1) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Claim; and (2) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably) unless such judgment or settlement contains an unconditional release of the Indemnified Party.
(iv) In the event any of the conditions in subsection (ii) of this Section 6(c) of this Article III is or becomes unsatisfied, however: (1) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, a third party Claim in any manner it reasonably may deem appropriate (the Indemnified Party need not obtain any consent from any Indemnifying Party in connection therewith, but, acting reasonably, will keep informed and consult with the Indemnifying Party); and (2) the Indemnifying Party will remain responsible for any Losses the Indemnified Party may suffer to the extent provided in this Section.

(v) Notwithstanding anything to the contrary contained herein, SJTA shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(d) SJTA shall amend the AvPorts Contract to require AvPorts to indemnify and defend the Port Authority, and its Commissioners, officers, agents or employees, for all Losses for which it indemnifies SJTA and its Commissioners, officers, agents or employees under such agreement. AvPorts shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.

(e) With the exception of Section 6(c) of this Article III, the indemnity obligations of the Parties as set forth in this Section shall not apply to any environmental matters. Any indemnity obligations relating to environmental matters shall be as set forth in Section 5 of this Article III.

Section 7. Insurance.

(a) SJTA shall include, and shall cause AvPorts to include, the Port Authority as an additional insured on all of its insurance policies relating to the Airport. A schedule of SJTA’s insurance policies for the Airport is attached hereto as “Exhibit B” and made a part hereof. Each policy shall contain an endorsement providing that the insurance carrier shall not, without obtaining express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority or the provisions of any statutes respecting suits against the Port Authority.

(b) In all circumstances relating to improvements or operations at the Airport where a third party (including, without limitation, lessees, sublessees, permittees and licensees) is obligated to name SJTA as additional insured and/or loss payee under any insurance policy, SJTA shall, for all such policies: (i) obligate such third parties to likewise name the Port Authority as an additional insured and/or loss payee; (ii) take all
reasonable measures to assure that the Port Authority is named accordingly; (iii) provide
the Port Authority upon demand with access to all Certificates of Insurance evidencing
such insurance (including the Port Authority’s coverage thereunder); (iv) when it submits
any notice to an insurer regarding an occurrence, loss, or claim under such policy,
specify, to the extent necessary under such policy, that such notice is being made on
behalf of the Port Authority as well as SJTA. Each policy shall contain an endorsement
providing that the insurance carrier shall not, without obtaining express advance
permission from the General Counsel of the Port Authority, raise any defense involving
in any way the jurisdiction of the tribunal, the immunity of the Port Authority, its
Commissioners, officers, agents or employees, the governmental nature of the Port
Authority or the provisions of any statutes respecting suits against the Port Authority.

Section 8. Termination. Following the fifth anniversary of the Effective Date, each Party
shall have the right to terminate this Agreement at any time with or without cause upon
no less than ninety (90) days’ advance written notice to the other Party. If this
Agreement is terminated, the Parties will cooperate in good faith in all reasonable
respects in order to effect an efficient transition and to minimize the disruption to the
business of all Parties.

Section 9. Cooperation between the Parties.

(a) The Parties will use reasonable and good faith efforts to cooperate with
each other on all matters relating to the provision and receipt of the Services hereunder.
Each Party shall make available to the other Party, consistent with their respective
confidentiality and privacy policies, and applicable law, rule or regulation, any
information required or reasonably requested by the other Party regarding the
performance of any Services and the obligations of SJTA hereunder and shall be
responsible for timely providing that information and for the accuracy and completeness
of that information. The Parties will cooperate with each other in making such
information available as needed in the event of any and all internal or external audits,
legal actions or dispute resolution.

(b) SJTA and Port Authority shall keep each other apprised, on a reasonably
prompt basis, of all material developments with respect to the Airport.

Section 10. Dispute Resolution. In the event of any dispute between SJTA and the Port
Authority with respect to the interpretation or performance of this Agreement, SJTA and
the Port Authority agree to meet promptly in a good faith effort to resolve such dispute.
If such dispute cannot be resolved within forty-five (45) days following initiation of
discussions between staff of SJTA and the Port Authority, the Parties agree to elevate
such dispute to their respective senior officials, namely: the Executive Director of SJTA
and the Deputy Executive Director of the Port Authority. If such dispute cannot be
resolved within thirty (30) days following initiation of discussions between such senior
officials, the Parties shall thereupon be free to pursue any available legal or equitable
remedies.
Section 11. Failure to Perform; Force Majeure.

(a) The Port Authority shall have no liability for failure to perform its obligations to the extent that it is unable to perform by reason of: (i) the failure of SJTA to provide any approval required hereunder and requested by the Port Authority; (ii) the failure of SJTA to provide any approval required under applicable laws, rules and regulations or to otherwise comply with any applicable law, rule or regulation; (iii) the failure or refusal of SJTA to approve budgetary appropriations (or obtain funding from other sources); (iv) force majeure considerations in accordance with subsection (c) of this Section; or (v) SJTA is or becomes a party to an agreement with a third party which conflicts with this Agreement, whether by delegating authority or rights to such third party which impairs the Port Authority’s ability to perform in any way, or otherwise.

(b) The Port Authority shall have no liability for any Claims or Losses arising from any and all matters involving security, emergency or medical services, including, but not limited to, the operations and conduct of the New Jersey State Police and the Aircraft Rescue and Fire Fighting unit.

(c) Neither SJTA nor the Port Authority will be liable to each other for any failure, delay or interruption in performing its respective obligations hereunder due to causes or conditions beyond its control, including, without limitation thereto, strikes, boycotts, picketing, slow-downs, work stoppages or labor troubles of any other type (whether affecting SJTA, the Port Authority or their respective contractors or subcontractors), embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior or applicable Governmental Authority, weather conditions, tides, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which are not within its control. Further, neither Party shall be liable unless the failure, delay or interruption shall result from failure on the part of such Party to use reasonable care to prevent or reasonable efforts to cure such failure, delay or interruption.

(d) No abatement, diminution or reduction of any fees payable by SJTA to the Port Authority shall be claimed by or allowed to SJTA for any inconvenience, interruption, cessation or loss of business or other loss caused, directly or indirectly, by any present or future law, rule, requirement, order, direction, ordinance or regulation of the United States of America, or of the state, county or city government, or of any other municipal, governmental or lawful authority whatsoever, or by priorities, rationing or curtailment of labor or materials, or by war or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of the other Party, nor shall this Agreement be affected by any such causes.
Section 12. Notices.

(a) Any notice or other communication required or permitted hereunder shall be in writing and shall be sent by certified or registered mail (return receipt requested), with postage or other fees prepaid, personally delivered, or sent by Federal Express or any other comparable overnight courier service, with postage prepaid at the addresses set forth below (or at such other address as the respective party shall designate in writing):

If to the Port Authority:

The Port Authority of New York and New Jersey
225 Park Avenue South, 9th Floor
New York, New York 10003
Attn: Director, Aviation

with a copy to:

The Port Authority of New York and New Jersey
225 Park Avenue South, 15th Floor
New York, New York 10003
Attn: General Counsel

If to SJTA:

South Jersey Transportation Authority
P.O. Box 351
Hammonton, New Jersey 08037
Attn: Executive Director

with a copy to:

Gilmore & Monahan, P.A.
10 Allen Street
P.O. Box 1540
Toms River, New Jersey 08754
Attn: Lauren R. Staiger, Esq.

Any notice shall be deemed effectively given: (i) on the first (1st) business day following the date of delivery to the courier service, if sent by Federal Express, or any other comparable overnight courier service; (ii) on the date of delivery, if personally delivered; or (iii) on the third (3rd) business day after it is mailed by registered or certified mail.

Section 13. General Management Services Period. The provisions of this Article III shall apply during the period commencing on the date following the date the Airport is certified as an additional facility pursuant to the Port Authority bond covenants and ending on the Expiration Date (“General Management Services Period”). The Port
Authority shall provide to SJTA written notice of the date the Airport is certified as an additional facility of the Port Authority.

**ARTICLE IV**

**PRE-CERTIFICATION PERIOD**

Section 1. **Pre-Certification Period and Services.** During the period from July 1, 2013 through the day the Airport is certified as an additional facility of the Port Authority pursuant to the Port Authority bond covenants ("Pre-Certification Period"), in anticipation of Port Authority facility certification, the Port Authority will perform the Services set forth in Article III hereof at the direction, and under the supervision, of SJTA.

Section 2. **Salary, Benefits, and Attendance.** During the Pre-Certification Period, the Port Authority employees performing the Services will remain Port Authority employees and continue to receive salary and benefits directly from the Port Authority. The Port Authority employees’ work, performance, and attendance are subject to supervision by SJTA. The Port Authority employees may be entitled to normal performance and compensation reviews in accordance with the Port Authority’s practices; the Port Authority may consult with SJTA regarding evaluation of the employees’ performances during the Pre-Certification Period. The Port Authority employees are entitled to the standard excused absences, personal leave, vacation, and sick leave allowances that the Port Authority makes available to its employees at the same level of employment; however, time off for holidays and regular days off will conform to that provided to SJTA employees. The Port Authority employees may take one or more vacation periods during this period and shall coordinate the timing and duration of these periods with SJTA.

Section 3. **Monthly Fee.** During the Pre-Certification Period, SJTA shall pay to the Port Authority a monthly fee in the amount of Forty-one Thousand Six Hundred Sixty-six Dollars and Sixty-seven Cents ($41,666.67) beginning on August 1, 2013. The Port Authority shall submit monthly invoices to SJTA for its payment of same.

Section 4. **Business Expenses.** SJTA shall pay for all the Port Authority employees’ Business Expenses in connection with this Agreement in accordance with Section 2(c) of Article III of this Agreement.

Section 5. **Indemnification.** The Port Authority and its Commissioners, directors, officers, employees, agents and representatives shall be entitled to indemnification by SJTA under this Agreement during the Pre-Certification Period as and to the extent set forth in Sections 5(c) and 6 of Article III.

Section 6. **Ethics.** SJTA agrees that the Port Authority employees will not be required to act in any way contrary to applicable provisions of the Port Authority’s Code of Ethics and Financial Disclosure (a copy of which will be provided to SJTA).
Section 7. Progress Reporting. The Port Authority employees will be expected to keep Port Authority staff advised of their activities and their progress during the Pre-certification Period, no less often than every thirty (30) days.

Section 8. Post Certification. It is hereby understood by the Parties that Article IV shall govern during the Pre-Certification Period.

ARTICLE V
MISCELLANEOUS

Section 1. Miscellaneous.

(a) Entire Agreement. This Agreement and all Schedules and Exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous oral or written negotiations, commitments or writings with respect to the subject matter hereof.

(b) Waiver, Modification, Discharge, etc. This Agreement and its Schedules and Exhibits may not be released, discharged, abandoned, changed or modified in any manner, except by an instrument in writing signed on behalf of each of the Parties hereto by their duly authorized representatives. The failure of any Party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

(c) Severability. If any term or provision of this Agreement shall be determined invalid or unenforceable to any extent or in any application, then the remainder of this Agreement shall not be affected thereby, and such term or provision shall be deemed modified to the minimum extent necessary to make it consistent with applicable law and, except to such extent or in such application, shall not be affected thereby, and each and every term and provision of this Agreement as so modified if necessary, shall be enforced to the fullest extent and in the broadest application permitted by law.

(d) Binding Effect; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either Party without the prior written consent of the other Party.

(e) Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement, to the extent delivered by
means of a facsimile machine or electronic mail, will be treated in all manner and respects as an original instrument and will be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person.

(f) **Headings.** The headings contained in this Agreement have been inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by, and be construed in accordance with, the laws of the State of New Jersey applicable to contracts made, and to be performed solely within, such state, without regard to choice of law principles.

(h) **Joint Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement. Consequently, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. This subsection shall survive the expiration or earlier termination of this Agreement.

(i) **No Personal Liability.** No Commissioner, member, director, officer, agent or employee of the Port Authority, shall be charged personally or held contractually liable by or to SJTA under any term or provision of this Agreement, or of any other agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this Agreement, or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution. Similarly, no Commissioner, member, director, officer, agent or employee of the SJTA, shall be charged personally or held contractually liable by or to the Port Authority under any term or provision of this Agreement, or of any other agreement, document or instrument executed in connection therewith, or of any supplement, modification or amendment to this Agreement, or to such other agreement, document or instrument, or because of any breach or alleged breach thereof, or because of its or their execution or attempted execution.

(j) **Subordination.** Nothing in this Agreement shall supersede the provisions of any grant assurance, grant agreement or any other federal agreement applicable to the operation of the Airport and in the event that there is a conflict between any provision of this Agreement and a grant assurance, grant agreement, or other federal agreement, the grant assurance, grant agreement, or other federal agreement shall control.

(k) **Port Authority Immunity.** SJTA acknowledges that the Port Authority is a bi-State agency of the States of New Jersey and New York and is subject to certain statutory requirements and limitations, certain jurisdiction requirements and limitations, and also enjoys the benefit of certain rights, immunities and statutory authority as a bi-State agency. Notwithstanding anything to the contrary stated or implied in this Agreement, the Parties do not intend that any term, condition or provision of this
Agreement shall be interpreted, construed, applied or enforced so as to deprive the Port Authority of the aforementioned rights and immunities or so as to be inconsistent or in non-conformance with such statutory provisions or any past or future decisional law which is based on such statutory provisions. This subsection shall supersede and control in the event of any inconsistency or ambiguity between this provision and any other term, condition or provision of this Agreement.

(l) No Third Party Beneficiary. This Agreement does not and shall not be construed to confer any rights upon any person except the Parties hereto, whether upon a theory of third party beneficiary or otherwise.

(m) Confidential Information.

(i) Subject to the Port Authority’s Freedom of Information Policy, the New Jersey Open Public Records Act, and applicable federal laws and regulations regarding freedom of information, the Parties will maintain in confidence all Confidential Information provided to each other in connection with this Agreement and will use the Confidential Information solely for the purpose of carrying out their respective obligations under this Agreement. The term “Confidential Information” includes, but is not limited to, proprietary information relating to the Airport’s financial and operating data, marketing information, project plans, business requirements and any other confidential information that either Party discloses orally or in writing to the other Party (including without limitation, computer programs, code, macros or instructions) in connection with the performance of this Agreement, regardless of the manner or medium in which such information is furnished.

(ii) Notwithstanding anything in this Section to the contrary, the term “Confidential Information” does not include any information which: (1) at the time of disclosure is generally available to and known by the public (other than as a result of an unpermitted disclosure made directly or indirectly by a Party); or (2) was available to a Party on a non-confidential basis from another source (provided that such source is not or was not bound by a confidentiality agreement with a Party or had any other duty of confidentiality to a Party).

(iii) Subject to the Port Authority’s Freedom of Information Policy, New Jersey Open Public Records Act, and applicable federal laws and regulations regarding freedom of information, upon the earlier occurrence of either the disclosing Party’s written request or completion of the receiving Party’s need for any or all Confidential Information, such Confidential Information, all writings and material describing, analyzing or containing any part of such Confidential Information, including any and all portions of Confidential Information that may be stored, depicted or contained in electronic or other media and all copies of the foregoing shall be promptly delivered to the disclosing Party at the receiving Party’s expense. In addition, as to Confidential Information that may be stored in electronic or other form, such Confidential Information shall be completely removed so as to make such Confidential Information incapable of being recovered from all computer databases of the receiving Party. The Parties shall
ensure that all user access and passwords are cancelled by the effective date of the termination or the expiration of this Agreement, whichever is sooner.

(iv) All Confidential Information supplied or developed by a Party shall be and remain the sole and exclusive property of the Party who supplied or developed it. The obligations under this subsection shall be perpetual (unless otherwise provided in this Agreement) or until such time as the Confidential Information is no longer considered confidential and/or privileged by the disclosing Party.

(n) **Report to FAA.** The Parties agree to provide an annual report to the FAA summarizing the Services provided by the Port Authority under this Agreement.

(o) **Guiding Principles.** This Agreement shall not be administered so as to violate any FAA Revenue Diversion principles applicable to SJTA pursuant to the FAA’s “Policy and Procedures Concerning the Use of Airport Revenue,” 64 Federal Register 7696, February 16, 1999, or any covenants made by SJTA and set forth in the SJTA Bond Resolution and loan agreement executed in connection with receipt of the TTFA Funds.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SOUTH JERSEY TRANSPORTATION AUTHORITY

By: ____________________________
Name: Samuel L. Donelson, P.E.
Title: Acting Executive Director

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: ____________________________
Name: __________________________
Title: __________________________

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<th>Approval as to Form:</th>
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

SOUTH JERSEY TRANSPORTATION AUTHORITY

By: __________________________
Name: _______________________
Title: ________________________

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

By: __________________________
Name: Patrick J. Foye
Title: Executive Director

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### SOUTH JERSEY TRANSPORTATION AUTHORITY
#### 2015-2024 Capital Program
**For Planning Purposes Only - Not Fiscally Constrained**

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### Airport Capital Equipment

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**TOTAL AIRPORT**

| Total | 8,986,978 | 4,298,586 | 18,950,258 | 87,633,963 | 130,323,703 | 20,885,477 | 51,683,287 | 1,884,133 | 1,211,016 | 2,062,936 | 327,920,337 |
### ATLANTIC CITY INTERNATIONAL AIRPORT

#### Passengers 2009-2014

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Attachment 6
Cost Proposal Sheets

In response to this RFP, proposers shall respond in any or all of the following ways.

**YEAR 1**

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Proposer has reviewed and agrees that the prescribed SJTA budget provided herein is sufficient to perform proposed services. _____ Yes _____ No
If no, a detailed line item budget must accompany proposal for each individual service proposed.

**YEAR 2**

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Proposer has reviewed and agrees that the prescribed SJTA budget provided herein is sufficient to perform proposed services. _____ Yes _____ No
If no, a detailed line item budget must accompany proposal for each individual service proposed.

**YEAR 3**

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<td>Maintenance</td>
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<td>Total</td>
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</table>

Proposer has reviewed and agrees that the prescribed SJTA budget provided herein is sufficient to perform proposed services. _____ Yes _____ No
If no, a detailed line item budget must accompany proposal for each individual service proposed.
### YEAR 4

#### A. Base Proposal

<table>
<thead>
<tr>
<th></th>
<th>G&amp;A/Overhead</th>
<th>Management Fee</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Mgt./Operations</td>
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<tr>
<td>Airfield Lighting Systems Maintenance</td>
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<td><strong>Total</strong></td>
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</tbody>
</table>

Proposer has reviewed and agrees that the prescribed SJTA budget provided herein is sufficient to perform proposed services.  _____ Yes _____ No
If no, a detailed line item budget must accompany proposal for each individual service proposed.

### YEAR 5

#### A. Base Proposal

<table>
<thead>
<tr>
<th></th>
<th>G&amp;A/Overhead</th>
<th>Management Fee</th>
<th>Total</th>
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<tbody>
<tr>
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<td><strong>Total</strong></td>
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</tbody>
</table>

Proposer has reviewed and agrees that the prescribed SJTA budget provided herein is sufficient to perform proposed services.  _____ Yes _____ No
If no, a detailed line item budget must accompany proposal for each individual service proposed.
XV. ADDITIONAL INFORMATION FOR PROPOSERS

PRE-PROPOSAL MEETING
All potential proposers are strongly encouraged to attend the non-mandatory Pre-Proposal meeting and site visit on **Tuesday, April 21, 2015 at 10:00 AM at:**

Atlantic City International Airport
South Jersey Transportation Authority
Administration Office, Conference Room
One Amelia Earhart Boulevard
Egg Harbor Township, NJ 08234
(609) 645-7895

CONTENTS OF PROPOSAL
Subsequent to proposal opening, all information submitted by proposers in response to this solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. The SJTA reserves the right to make the determination concerning such assertion, and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **THE SJTA WILL NOT HONOR ANY ATTEMPT BY A PROPOSER EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

All proposals, with the exception of information determined by the SJTA or the Court to be proprietary, are available for public inspection after the Notice of Intent to Award is issued to all proposers. At such time, interested parties can make an appointment with the SJTA to inspect proposals received in response to this RFP.

INCURRING COSTS
Neither the SJTA nor its consultants shall be liable for any costs incurred by any proposers in the preparation of its proposal for the services requested by this RFP. The Authority shall not be held liable for any activity or costs associated with the preparation or submission of the proposal, proposal conference, oral presentation(s) or any other activity of any kind in regard to this RFP.

ACCEPTANCE OF PROPOSALS
The SJTA intends to award a contract to the proposer or proposers that the SJTA deems best satisfies the needs of the SJTA and its employees. The RFP does not in any manner or form commit the SJTA to award any contract. The contents of the proposal may become a contractual obligation if, in fact, the proposal is accepted and a contract is entered into with the SJTA. The SJTA may award a contract solely on the basis of the proposal submitted without any additional negotiations. The SJTA shall reserve all rights to provide for additional negotiations if it deems in its best interests. Failure of the proposer to adhere to and/or honor any or all of the
obligations of the proposal may result in immediate cancellation of the award of the contract by the SJTA.

UNACCEPTABLE PROPOSALS
No proposal will be accepted with, or contract awarded to, any person, firm or corporation that is in arrears or is in default to the Authority upon any debt or contract, or that is in default as surety or otherwise upon any obligating to the Authority, or has been found to have failed to faithfully perform any previous contract with the Authority.

FINAL CONTRACT
The contract entered into with the successful proposer or proposers shall be a contract that shall be satisfactory to the SJTA in accordance with the laws of the State of New Jersey. It is understood that the contract shall be awarded on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey.

DISSEMINATION OF INFORMATION
Information included in this document or in any way associated with this RFP is intended for use only for the proposer and the SJTA and is to remain the property of the SJTA. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

ECONOMY OF PREPARATION
Proposals should be prepared simply and economically, providing straightforward, concise description of your proposer’s capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

ORAL PRESENTATION
Proposers that submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to staff and members of the Authority. This will provide an opportunity for the proposer to clarify or elaborate on their proposal. The Authority will schedule the time and location of these presentations and notify proposers accordingly. Requests for oral presentations will not represent any commitment on the part of the Authority and should not be construed as intent to award.

REVISIONS TO THE REQUEST FOR PROPOSAL
In the event it becomes necessary for the Authority to revise any part of the RFP, revisions will be provided to all proposers who received the initial RFP. If revisions are necessary after conducting the oral presentations, such revisions will only be provided to those proposers participating in the oral presentations.

PRIME CONTRACTOR RESPONSIBILITIES
The selected proposers will be required to assume sole responsibility for the complete effort as required by these specifications. The Authority will consider the selected proposer to be the sole point of contact with regard to contractual matters.
ASSIGNMENT
The proposer(s) selected is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the express written consent of the Authority.

TERMINATION OF CONTRACT
The Authority reserves the right to terminate, without reason, a contract entered into as a result of this RFP, provided written notice is given to the proposer at least thirty (30) days prior to such proposed termination date.

ACCOUNTING RECORDS
The proposer selected is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make records available to the Authority at all reasonable times during the contract period and for five (5) full years from the date of the final payment under the contract.

TOLLS
It is the policy of the South Jersey Transportation Authority not to offer toll free passage on the Atlantic City Expressway for its vendors; New Jersey Title 19:2-6.3(a) (Subchapter 6. Tolls).

JOINT VENTURES
If a joint venture is submitting a bid or proposal, the agreement between the parties related to such joint venture should be submitted with the joint venture’s bid or proposal. Authorized signatories from each party comprising the joint venture must sign the bid or proposal. A separate Ownership Disclosure Form, Chapter 51 and Executive Order 117 Certification and Disclosure forms, Affirmative Action Employee Information Report, Certification of Non-Involvement in Prohibited Activities in Iran Form and NJ Business Registration Certificates must be supplied for each party in the joint venture.
XVI. CHECK LIST AND REQUIRED PURCHASING FORMS

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR PROPOSAL PACKAGE ALONG WITH THE CHECKLIST ITSELF:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CHECK LIST</td>
</tr>
<tr>
<td>2</td>
<td>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY “EXHIBIT A” LANGUAGE (Professional Services)</td>
</tr>
<tr>
<td>3</td>
<td>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY “EXHIBIT B” LANGUAGE (Construction)</td>
</tr>
<tr>
<td>4</td>
<td>PROPOSAL GUARANTEE</td>
</tr>
<tr>
<td>5</td>
<td>A CERTIFICATE FROM A SURETY COMPANY - Consent of Surety is required with all proposals. This form can be substituted by Consent of Surety supplied by the Proposer’s Surety Company</td>
</tr>
<tr>
<td>6</td>
<td>ATTACHMENT 6 – COST PROPOSAL FOR YEARS 1 THROUGH 5 (pgs. 85 &amp; 86)</td>
</tr>
<tr>
<td>7</td>
<td>QUALIFICATION CERTIFICATE</td>
</tr>
<tr>
<td>8</td>
<td>STOCKHOLDER DISCLOSURE CERTIFICATION</td>
</tr>
<tr>
<td>9</td>
<td>NON-COLLUSION AFFIDAVIT</td>
</tr>
<tr>
<td>10</td>
<td>DEBARRED LIST AFFIDAVIT</td>
</tr>
<tr>
<td>11</td>
<td>NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC) AFFIDAVIT</td>
</tr>
<tr>
<td>12</td>
<td>AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT/SERVICEFORM</td>
</tr>
<tr>
<td>13</td>
<td>NJ BUSINESS REGISTRATION CERTIFICATE (sample attached)</td>
</tr>
<tr>
<td>14</td>
<td>PREVAILING WAGE ACT COMPLIANCE DECLARATION</td>
</tr>
<tr>
<td>15</td>
<td>PUBLIC WORKS CONTRACTOR REGISTRATION – if applicable (Building Maintenance)</td>
</tr>
<tr>
<td>16</td>
<td>SET-OFF FOR STATE TAX</td>
</tr>
<tr>
<td>17</td>
<td>REQUIRED INSURANCE ACKNOWLEDGMENT (see Insurance Requirements)</td>
</tr>
<tr>
<td>18</td>
<td>ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM</td>
</tr>
<tr>
<td>19</td>
<td>EXECUTIVE ORDER #129 VENDOR DISCLOSURE FORM</td>
</tr>
<tr>
<td>20</td>
<td>EXECUTIVE ORDER #189 VENDOR CODE OF ETHICS AFFIDAVIT</td>
</tr>
<tr>
<td>21</td>
<td>**NEW – DISCLOSURE/CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN (3 pages)</td>
</tr>
<tr>
<td>22</td>
<td>OWNERSHIP DISCLOSURE FORM (1 pg.)</td>
</tr>
<tr>
<td>23</td>
<td>INSTRUCTIONS FOR 2-YEAR VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (4 pgs.)</td>
</tr>
<tr>
<td>24</td>
<td>2-YEAR CHAPTER 51 / EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (3 pgs.)</td>
</tr>
</tbody>
</table>

PLEASE NOTE: IF THE ITEMS CHECKED ABOVE ARE NOT INCLUDED IN YOUR PROPOSAL PACKAGE, IT MAY BE CAUSE FOR REJECTION.

________________________________________
(Company)                                        (Title)

___________________________
(Signature)                                   (Date)

(Name - please print or type)
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27–5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status,
affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

______________________________________
(Name of Company)

______________________________________
(Signature of Representative)

______________________________________
(Date)
CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where
applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter I0 of the Administrative Code (NJAC 17:27).

______________________________________
(Name of Company)

______________________________________
(Signature of Representative)

______________________________________
(Date)
PROPOSAL GUARANTEE

ATTACH YOUR PROPOSAL GUARANTEE
(PROPOSAL BOND, CERTIFIED OR CASHIER’S CHECK)
TO THIS SHEET

Each proposal submitted must be accompanied by a proposal guarantee in the form of a bond, certified check, or cashier’s check for not less than ten (10%) percent of the amount of the contract fee, payable to the SJTA. However, no proposer shall be required to make a deposit in excess of Twenty Thousand ($20,000.00) Dollars.

____________________________________
(Name of Company)

____________________________________
(Signature of Representative)

____________________________________
(Date)
CONSENT OF SURETY

Attach Consent of Surety from a Surety Company, meeting the requirements, described herein, stating that if the proposer is awarded the contract that the surety company will supply a performance bond for the contract.

Sample wording is as shown below:

CONSENT OF SURETY

______________________, _____________________________duly qualified to transact
(name of surety company) (address)

business in the State of New Jersey, hereby agrees that if _____________________________
(insert name of Bidder)

located at _____________________________is the successful Bidder for
(address)

______________________________ it as surety, will provide the Bidder with
(describe contract work here)

abond in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated this ______ day of __________________ , 20 ___

______________________________
(name of surety company)

By ______________________________
(name of attorney in fact)

NOTE: This form OR Consent of Surety supplied by the Proposer’s Surety Company is required with all bid submissions.

(Seal)
QUALIFICATION CERTIFICATE

The undersigned bidder hereby certifies that it is not now, nor has ever been, disqualified from bidding on any State of New Jersey contracts and if the undersigned bidder has been, or is presently disqualified, said bidder will set forth all details and facts pertaining thereto:

___________________________________________  
(Name of Organization)

Remarks:
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

STATE of __________________________________
COUNTY of __________________________________

________________________________________ being duly sworn deposes and says that he/she is
(Name)
____________________________ of the above __________________________________________
>Title)  (Name of Organization)

and that he swears to the foregoing questions and all statements therein are true and correct.

Notarization Section

Subscribed and sworn before me this _______day of _____________ 20___.

Notary Public of __________________________________________

My Commission Expires ______________________________________

(Seal)
STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business ___________________________________________________________

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

☐ OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned

Check the box that represents the type of business organization:

☐ Partnership  ☐ Corporation  ☐ Sole Proprietorship

☐ Limited Partnership  ☐ Limited Liability Corporation  ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and if necessary, complete the stockholder list below.

Stockholders:

Name: ________________________________ Name: ________________________________
Home Address: _________________________ Home Address: _________________________

______________________________________    ________________________________________

Name: ________________________________ Name: ________________________________
Home Address: _________________________ Home Address: _________________________

______________________________________    ________________________________________

Name: ________________________________ Name: ________________________________
Home Address: _________________________ Home Address: _________________________

______________________________________    ________________________________________

Notarization Section

Subscribed and sworn before me this _______ day of _____________ 20__.

Notary Public of ______________________________

My Commission Expires _________________________

(Seal)
NON-COLLUSION AFFIDAVIT

STATE: NEW JERSEY

COUNTY OF: _____________________________

I, ____________________________________ of the City/Township of ___________________________ in the
(office name title)
County of _____________________________ and the State of ______________________ of full age, being duly
sworn according to law on my oath depose and say that:

I am an officer of the firm of ____________________________________________,
(name of bidding firm)

the bidder making the proposal for the above named project, and that I executed the said Proposal with full
authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in
any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the
above named project; and that all statements contained in said Proposal and in this affidavit are true and
correct, and made with full knowledge that the South Jersey Transportation Authority relies upon the truth of
the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no persons or selling agency has been employed or retained to solicit, or secure such
contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee except
bona fide employees or bona fide established commercial or selling agencies maintained by.

___________________________________________
(insert name of bidder)

___________________________________________
(insert address of bidder)

___________________________________________
(signature of affiant)

(type or print name and title of affiant under signature)

Notarization Section

Subscribed and sworn before me this _______day of _____________ 20___.

Notary Public of ______________________________________

My Commission Expires _____________________________

(Seal)
STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE: NEW JERSEY

COUNTY OF: ______________________

I, _______________________________ of the City/Township of _______________________________ in the (officer name title)

County of ________________________ and the State of _____________________ of full age, being duly sworn

According to law on my oath depose and say that:

I am an officer of the firm of ___________________________________________________________________, (name of bidding firm)

the bidder making the proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making this bid is not included on the State of New Jersey, State Treasurer’s List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the South Jersey Transportation Authority, as the Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer’s List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the South Jersey Transportation Authority shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspension and/or disqualification in contracting with the South Jersey Transportation Authority, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and is determined according to applicable law and regulation.

________________________________________
(insert name of bidder)

________________________________________
(insert address of bidder)

________________________________________
(signature of affiant)

________________________________________
(type or print name and title of affiant under signature)

Notarization Section

Subscribed and sworn before me this ______day of ______________ 20___.

Notary Public of ________________________________

My Commission Expires ______________________________
PLEASE BE ADVISED

New Jersey Election Law Enforcement Commission Requirements for ALL Bids and Requests for Proposals

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A20.27 if they receive contracts in excess of $50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us

DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27

STATE OF ______________________:

COUNTY OF ______________________:

I, ____________________________, of the _______________________ of ______________________ in the County of ______________________ and the State of ______________________ of full age, being duly sworn according to law on my oath depose and say that:

I am ________________________________________, a _________________________________________________

(Name) (Title, Position, etc.)

in the firm of _________________________________________________________ the bidder making the proposal to

_______________________________________ for work under

(Name of Owner) (Contract No. – Description)

and that I executed the said Proposal with full Authority to do so; that said Bidder acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of contracts in excess of $50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this Affidavit are true and correct, and made with full knowledge that the

_______________________________________

(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.


Print Name:________________________________

Subscribed and Sworn to before me this ______________day of ____________, 20__.

Notary Public of ______________________

My Commission Expires: ________________
REQUIRED AFFIRMATIVE ACTION EVIDENCE FORM
FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

All successful vendors must submit one of the following within seven (7) days of the notice to intent to award:


   OR


   OR


*If your firm has any of the above forms on file, please include a copy with your proposal.

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AS PART OF THE PROPOSAL PACKAGE IN THE EVENT THAT YOU OR YOUR FIRM IS AWARDED THIS CONTRACT.


   Yes _____   No _____

2. Our company has a Certificate of Employee Information Report.

   Yes _____   No _____

3. Our company has neither of the above. Please send Form AA302 (AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT).

   ______ Check here  NOTE: This form will be sent only if your company is awarded the bid.

I certify that the above information is correct to the best of my knowledge.

NAME ______________________________________________________________
(Please type or print)

SIGNATURE ____________________________________________________________

TITLE ________________________________________________________________

DATE _________________________________________________________________

PHONE #______________________________________________________________

FAX # ________________________________________________________________
NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

"Pursuant to the terms of N.J.S.A. 52:32-44, all bidders/proposers are required to submit proof of valid business registration issued by the Division of Revenue in the Department of the Treasury. The South Jersey Transportation Authority shall enter into no contract unless the contractor first provides proof of valid business registration. In addition, the successful bidder/proposer is required to receive from any subcontractor it uses for services under this contract, proof of valid business registration with the Division of Revenue. No Subcontract shall be entered into by any contractor under this or any contract with the South Jersey Transportation Authority unless the subcontractor first provides proof of valid business registration."

If you are already registered go to http://www.state.nj.us/njbgs/index.html to obtain a copy of your Business Registration Certificate. Information for registering your business with the New Jersey Division of Revenue can be obtained by visiting the following link: http://www.state.nj.us/dca/lgs/lpcl/busregis/reg_&_proof.doc

Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292-9292.

***PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE BELOW***

____________________________________  (Name of Company)
____________________________________  (Signature of Representative)
____________________________________  (Date)
SAMPLE BUSINESS REGISTRATION CERTIFICATE  
(For illustrative purposes only)

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.

Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,

Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

TAXPAYER NAME:  
ABC Corporation

TAXPAYER IDENTIFICATION#:  
99-9999999/000

ADDRESS:  
123 Main Street  
Your City, NJ 00000

EFFECTIVE DATE:  
10/01/01

FORM-BRC(08-01)
PREVAILING WAGE ACT COMPLIANCE DECLARATION

The Contractor hereby agrees to comply in all respect with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work and issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination", is on file in the Engineer's office and is included herein as an appendix. Pursuant to N.J.S.A. 34:11-56.37 and 34:11-56.38 - Prevailing Wage Act, no public works contract may be awarded to any contractor and subcontractor or to any firm, corporation or partnership in which they have an interest on the attached disbarred bidders list located at the end of this specification, until expiration date given. Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workman employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid by such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

Before final payment is made by or on behalf of the Owner of any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due and owing from such contractor or subcontractor filing such statement to any and all workmen for wages due on account of the work, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of________________ having principal offices at ____________________________.

__________________________________________
(Signed)

__________________________________________
(Name - Type or Print)

__________________________________________
(Company Name)

__________________________________________
(Address)

__________________________________________
(Telephone Number)
The “Public Works Contractor Registration Act” (PWCRA), N.J.S.A. 34:11-56.55 et seq., has been amended by P.L. 2003, c. 91, effective August 16, 2003. The statutory changes affect all contractors (including subcontractors and lower tier subcontractors who bid on or enter into SJTA contracts that are subject to the “New Jersey Prevailing Wage Act.”

To ensure compliance with the new law, all contractors intending to bid or perform on SJTA contracts must be registered with the New Jersey Department of Labor, Division of Wage and Hour Compliance (Wage & Hour phone: 609-292-9464 or 609-292-0101). Contractors that are not currently registered are advised to register as soon as possible, so that their ability to bid on or perform work on SJTA contracts is not affected.


Contractors should take special note of the following requirements:

Bidding – Effective August 16, 2003, bidders must be registered with the Dept. of Labor, Wage & Hour Compliance, in accordance with the N.J.S.A. 34:11-56.55 et seq., at the time of bid. Failure to have valid, current registration at the time required shall cause rejection of the bid. Bidders should include proof of valid, current registration in the bid envelope.

Subcontracting - subcontractors (including lower tier subcontractors) must be registered with Dept. of Labor, Wage & Hour Compliance and in accordance with 34:11-56.55. Submission of all subcontractor registration certificates by contractor Each contractor shall, after the bid is made and prior to the awarding of the contract, submit to the public entity the certificates of registration for all subcontractors listed in the bid proposal. Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section. Contractors must attach their certificate as proof of the subcontractor’s valid, current Dept. of Labor registration. The Authority will not consent to the proposed subcontracting, and the subcontractor shall not perform any work under the Contract, unless the required proof of the subcontractor’s registration is first provided. Contractors should ensure full compliance with the PWCRA registration requirements by their subcontractors.

(Name of Company)

(Signature of Representative)

(Date)
NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer’s, partner’s or shareholder’s share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendor’s state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J.A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

“I HAVE BEEN ADVISED OF THIS NOTICE”

COMPANY______________________________________

SIGNATURE_____________________________________

NAME__________________________________________

TITLE__________________________________________

DATE__________________________________________
REQUIRED INSURANCE ACKNOWLEDGMENT

I acknowledge that I have fully read and understand the insurance requirements as detailed on pages 44 – 49 of this RFP.

Further, I acknowledge that if awarded a contract, I will provide a certificate of insurance in accordance with the requirements as specified on pages 44 – 49 of this RFP.

____________________________________  
(Name of Company)

____________________________________  
(Signature of Representative)

____________________________________  
(Date)
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

Management/Operations and Airfield Lighting Systems Maintenance Services
at the Atlantic City International Airport

The undersigned bidder/proposer hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<table>
<thead>
<tr>
<th>Addendum</th>
<th>How Received (email, fax, pick-up)</th>
<th>Date Received</th>
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<tbody>
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</tbody>
</table>

**NOTE: IT IS THE PROPOSER’S SOLE RESPONSIBILITY TO BE KNOWLEDGEABLE OF ALL ADDENDA RELATED TO THIS PROCUREMENT. PROPOSERS ARE REMINDED TO CHECK THE SJTA’S WEBSITE ON A DAILY BASIS FROM THE TIME THE RFP IS ISSUED UP UNTIL THE PROPOSAL DUE DATE FOR ALL PERTINENT ADDENDA.**

Acknowledged by bidder:

Name of Bidder: __________________________________________

By Authorized Representative:

Signature: _______________________________________________

Printed Name: __________________________________________

Title: _________________________________________________

Date: _________________________
Please be advised in accordance with Executive Order #129, the South Jersey Transportation Authority has developed this form under the policy and procedures directed under this Order. The State contracting agencies must consider the requirements of New Jersey’s contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The State contracting agencies shall ensure that all vendors seeking to enter into any contract in which services are procured on behalf of the State of New Jersey must disclose:

a. The location by country where services under the contract will be performed; and
b. Any subcontracting of services under the contract will be performed; and subcontracted services will be performed.

I certify that all information is true and correct to the best of my knowledge.

Contractor: __________________________________________ Title: ______________________________

THE LOCATION BY COUNTRY WHERE SERVICES UNDER THIS CONTRACT WILL BE PERFORMED:

Contractor: __________________________________________ (Location by Country)

Name:_________________________________________________________________________________

Address: ______________________________________________________________________________

Title: ___________________________________________________________________________________

Subcontractor: __________________________________________________________________________

(Location by Country)

Name: __________________________________________________________________________________

Address: ______________________________________________________________________________

Title: ___________________________________________________________________________________
Procurement
Code of Ethics for Vendors
EXECUTIVE ORDER # 189

The South Jersey Transportation Authority considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors’ Code of Ethics. Vendors who do business with the SJTA must avoid all situations where propriety or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoings, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Authority.

This code is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards. N.J.S.A. 52:13D et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:25A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (RFP) promulgated by the SJTA and be attached to every contract and agreement to which the SJTA is a party. It shall be distributed to all parties who presently do business with the Authority and, to the extent feasible, to all those parties anticipated doing business with the Authority.

1. No vendor* shall employ any SJTA officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.

2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.

3. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the SJTA official or employee.

4. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.

5. No vendor shall offer any SJTA officer or employee any gifts or favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the SJTA will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed having more than nominal value.

NOTE: This section would permit an SJTA officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is proper in attendance (for example – coffee, Danish, tea, or soda served during conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for an Authority officer or employee should be referred to the Authority’s Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and the current SJTA Code of Ethics.
Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in seeking to do business with the SJTA.

I certify that I have read and understand the aforementioned “Vendor Code of Ethics of the South Jersey Transportation Authority”.

Vendor: ___________________________________ Title: _______________________

Date: ___________________
SOUTH JERSEY TRANSPORTATION AUTHORITY
**NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF CONTRACTOR /BIDDER: ______________________________________________________

PART 1: CERTIFICATION
CONTRACTORS/BIDDERS **MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**
FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR’S/BIDDER’S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor’s/bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

OR

☐ I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**
Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet.

Name_______________________ Relationship to Contractor/Bidder ____________________________

Description of Activities __________________________________________________________________

____________________________________________________________________________________

Duration of Engagement______________ Anticipated Cessation Date___________________________

Contractor/Bidder Contact Name______________ Contact Phone Number________________________

CERTIFICATION
MUST BE SIGNED BY BIDDER

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the South Jersey Transportation Authority (“Authority”) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): _______________________ SIGNATURE_____________________________

TITLE: ____________________________________ DATE:______________________________
The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bank Markazi Iran (Central Bank of Iran)</td>
</tr>
<tr>
<td>2.</td>
<td>Bank Melli</td>
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<tr>
<td>3.</td>
<td>Bank Melli Iran</td>
</tr>
<tr>
<td>4.</td>
<td>Bank Tejarat</td>
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<tr>
<td>5.</td>
<td>National Iranian Tanker Company (NITC)</td>
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<td>6.</td>
<td>Arman</td>
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<tr>
<td>7.</td>
<td>Bank Saderat PLC</td>
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<td>8.</td>
<td>Bank Sepah</td>
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<td>9.</td>
<td>Belaz</td>
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<tr>
<td>10.</td>
<td>Belneftakhm (Belneftakhm)</td>
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<tr>
<td>12.</td>
<td>China National Offshore Oil Corporation (CNOOC)</td>
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<td>13.</td>
<td>China National Petroleum Corporation (CNPC)</td>
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<tr>
<td>14.</td>
<td>China National United Oil Corporation (ChinaOil)</td>
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<tr>
<td>15.</td>
<td>China Petroleum &amp; Chemical Corporation (Sinopac)</td>
</tr>
<tr>
<td>16.</td>
<td>China Precision Machinery Import-Export Corp. (CPMIEC)</td>
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<tr>
<td>17.</td>
<td>Gmitrey Smith Associates</td>
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<td>18.</td>
<td>Indian Oil Corporation</td>
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<td>19.</td>
<td>Kingsream PLC</td>
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<td>20.</td>
<td>Maire Tecnimont SpA</td>
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<td>21.</td>
<td>Nairtan Intraradex Company (NICO)</td>
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<tr>
<td>22.</td>
<td>Oil and Natural Gas Corporation (ONGC)</td>
</tr>
<tr>
<td>23.</td>
<td>Oil India Limited</td>
</tr>
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<td>24.</td>
<td>Persia International Bank</td>
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<tr>
<td>25.</td>
<td>PetroChina Company, Ltd.</td>
</tr>
<tr>
<td>26.</td>
<td>Petroleos de Venezuela (PDVSA Petroleo, SA)</td>
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<tr>
<td>27.</td>
<td>Sameh Afzar Tajak Co. (SATCO)</td>
</tr>
<tr>
<td>28.</td>
<td>Schwing America Inc.</td>
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<td>29.</td>
<td>Shandong FIN CNC Machine Company, Ltd.</td>
</tr>
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<td>30.</td>
<td>Sinohydro</td>
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<td>31.</td>
<td>SK Energy</td>
</tr>
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<td>32.</td>
<td>SKS Ventures</td>
</tr>
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<td>33.</td>
<td>Son Petrol AS</td>
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<td>34.</td>
<td>Sonangol</td>
</tr>
<tr>
<td>35.</td>
<td>Zhuhai Zhengrong Company</td>
</tr>
</tbody>
</table>

List Date: February 3, 2015
**OWNERSHIP DISCLOSURE FORM**

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS</th>
<th>DATE OF BIRTH</th>
<th>OFFICE HELD</th>
<th>OWNERSHIP INTEREST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Shares Owned or % of Partnership)</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter “None” below.** Complete the certification at the bottom of this form.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS</th>
<th>DATE OF BIRTH</th>
<th>OFFICE HELD</th>
<th>OWNERSHIP INTEREST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(Shares Owned or % of Partnership)</td>
</tr>
</tbody>
</table>

**COMPLETE ALL QUESTIONS BELOW**

1. **Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above?** (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)

2. **Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey, or any other state or the U.S. Government.** (If yes, attach a detailed explanation for each instance.)

3. **Has any person or entity listed in this form or its attachments ever been suspended, debarred, or otherwise declared ineligible by any agency or government from bidding or contracting to provide services, labor, material or supplies?** (If yes, attach a detailed explanation for each instance.)

4. **Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved?** (If yes, attach a detailed explanation for each instance.)

5. **Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation?** (If yes to any part of this question, attach a detailed explanation for each instance.)

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey and the South Jersey Transportation Authority (SJTA) are relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the SJTA to notify the SJTA in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the SJTA and that the SJTA at its option, may declare that any contract(s) resulting from this certification void and unenforceable.

I being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**COMPANY NAME:** ___________________________  **(Signature)**

**ADDRESS:** ___________________________  **PRINT OR TYPE**

**FEIN/SSN:** ___________________________  **Date:**

**ADDRESS:** ___________________________  **(Name)**

**(Title)**
Public Law 2005, Chapter 51
(formerly Executive Order 134) and Executive Order 117 (2008)

INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued Executive Order 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, Executive Order 134 prohibited State departments, agencies and authorities from entering into contracts exceeding $17,500 with individuals or entities that made certain political contributions. Executive Order 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 ("Chapter 51").

On September 24, 2008, Governor Jon S. Corzine issued Executive Order No. 117 ("E.O. 117"), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CI51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name -- Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

Address, City, State, Zip and Phone Number -- Enter the vendor’s street address, city, state, zip code and telephone number.

Vendor Email -- Enter the vendor’s primary email address.

Vendor FEIN -- Please enter the vendor’s Federal Employment Identification Number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms


Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity’s street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

NOTE: If form is being completed electronically, click “Add a Contribution” to enter additional contributions. Otherwise, please attach additional pages as necessary.

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- “Vendor” means the contracting entity.

- “Business Entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation or any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (v) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.

- “Officer” means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

- “Partner” means one or two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

- “Reportable Contributions” are those contributions, including in-kind contributions, in excess of $300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee, or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

- “In-kind Contribution” means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- “Continuing Political Committee” includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or seeks to contribute at least $4,303 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public question, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

2 Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.
INFORMATION AND INSTRUCTIONS
For Completing The “Two-Year Vendor Certification and Disclosure of Political Contributions” Forms

- “Candidate Committee” means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- “State Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-4.
- “County Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-3.
- “Municipal Political Party Committee” means a committee organized pursuant to N.J.S.A. 19:5-2.
- “Legislative Leadership Committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- “Political Party Committee” means:
  1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
  2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
  3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms
The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cdt134@state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers
Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at http://www.state.nj.us/treasury/purchase/execorder134.htm. Responses to previous questions are posted on the website, as well as additional reference materials and forms.

NOTE: The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at http://www.state.nj.us/treasury/purchase/execorder134.html#state.
State of New Jersey
Division of Purchase and Property
Two-Year Chapter 51 / Executive Order 117 Vendor Certification and Disclosure of Political Contributions

General Information
Solicitation, RFP or Contract No. ______________________________ Award Amount ______________________________
Description of Services ______________________________

Agency Contact Information
Agency ______________________________ Contact Person ______________________________
Phone Number ______________________________ Agency Email ______________________________

For AGENCY USE ONLY

Part 1: Vendor Information
Full Legal Business Name ______________________________
(Including trade name if applicable)

Business Type
☐ Corporation ☐ Limited Partnership ☐ Professional Corporation ☐ General Partnership
☐ Limited Liability Company ☐ Sole Proprietorship ☐ Limited Liability Partnership

Address 1 ______________________________ Address 2 ______________________________
City ______________________________ State ______________________________ Zip ______________________________
Vendor Email ______________________________ Vendor FEIN ______________________________

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

   a) Within the preceding 18 months, the below-named person or organization has not made a contribution to:

      (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor;
      (ii) Any State, county, municipal political party committee; OR
      (iii) Any legislative leadership committee.

   b) During the term of office of the current Governor(s), the below-named person or organization has not made a contribution to:

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county or municipal political party committee nominating such Governor in the election preceding the commencement of said Governor’s term.

   c) Within the 18 months immediately prior to the first day of the term of office of the Governor(s), the below-named person or organization has not made a contribution to:

      (i) Any candidate, committee and/or election fund of the Governor or Lieutenant Governor; OR
      (ii) Any State, county, municipal political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.
Part 3: Disclosure of Contributions Made

☐ Check this box if no reportable contributions have been made by the above-named business entity or individual.

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of Contribution</td>
<td>Amount of Contribution</td>
</tr>
<tr>
<td>Type of Contribution (i.e. currency, check, loan, in-kind)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relationship of Contributor to the Vendor</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contributor Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

If this form is not being completed electronically, please attach pages for additional contributions as necessary. Otherwise click "Add a Contribution" to enter additional contributions.
Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE BOX A, B, or C)

(A) ☐ I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) ☐ I am certifying on behalf of the above-named business entity only.

(C) ☐ I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name ___________________________ Print Name ___________________________
Phone Number ___________________________ Date ___________________________
Title/Position ___________________________

Agency Submission of Forms

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