



**STATE OF NEW JERSEY
REQUEST FOR PROPOSAL**

FOR: AIRPORT OPERATOR SVS GREENWOOD LAKE AIR-
PORT DOT **DOWNLOAD RFP FROM INTERNET**

BID NO :04-X-34620
T-NO :T1993
DATE ISSUED :06/30/03
N.J. VENDOR NO :
VENDOR PHONE NO :
VENDOR FAX NO :
VENDOR FEIN/SSN :
REQUISITION NO :1024348
REQUESTING AGENCY:786100

**** EXTRA COPY 5 ****

APPROVED ADVERTISING
BERNICE PANNIELL

7-7

ADVERTISEMENT DATE

ESTIMATED AMOUNT: \$.00
CONTRACT EFFECTIVE DATE: 09/01/03
CONTRACT EXPIRATION DATE:08/31/23
COOPERATIVE PURCHASING: NO
SET ASIDE: SUBCONTRACTING FOR MBE/WBE

DIRECT QUESTIONS CONCERNING THIS RFP TO:

BUYER:TOM TIGHUE

PHONE:(609) 633-0785

PURSUANT TO N.J.S.A. 52:34-12 AND N.J.A.C. 17:12-2.2, PROPOSALS WHICH FAIL TO CONFORM WITH
THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:

- 1) PROPOSALS MUST BE RECEIVED AT OR BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 08/06/03 AT THE FOLLOWING PLACE: DEPARTMENT OF TREASURY, GSA, PURCHASE BUREAU, PO BOX 230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230. TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED. THE ACCOMPANYING SELF-ADDRESSED ENVELOPE SHOULD CONTAIN OR BE ATTACHED TO THE PROPOSAL.
- 2) THE BIDDER MUST SIGN THE PROPOSAL.
- 3) THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.
- 4) ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.
- 5) ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.
- 6) THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ NONE OR NONE %. CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE BID BOND ATTACHED. CERTIFIED OR CASHIER'S CHECK ATTACHED. LETTER OF CREDIT ATTACHED.
- 7) THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2).
- 8) THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S):
CONFERENCE: 07-16-03 11:00 AM SEE "CONFERENCE/SITE INSPECTION" PAGE
SITE VISIT: 07-16-03 10:00 AM SEE "CONFERENCE/SITE INSPECTION" PAGE

ADDITIONAL REQUIREMENTS

- 9) PERFORMANCE SECURITY: \$ NONE OR NONE %. 10) PAYMENT RETENTION: %.
- 11) AN AFFIRMATIVE ACTION FORM (ATTACHED). 12) A MACBRIDE PRINCIPLES CERTIFICATION (ATTACHED).
- 13) REQUESTED DELIVERY: 30 DAYS AFTER RECEIPT OF ORDER
- 14) CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A. 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).
- 15) FOR SET ASIDE CONTRACTS ONLY, NJ COMMERCE & ECONOMIC GROWTH COMMISSION SMALL BUSINESS REGISTRATION, OR CERTIFICATION AS A MINORITY-OWNED OR WOMAN-OWNED BUSINESS (SEE N.J.A.C.17:13-3.1 AND 13-3.2).

TO BE COMPLETED BY BIDDER

- 16) DELIVERY CAN BE MADE DAYS OR WEEKS AFTER RECEIPT OF ORDER.
- 17) CASH DISCOUNT TERMS (SEE ATTACHED NOTICE): %, DAYS: NET DAYS
- 18) BIDDER PHONE NO. 19) BIDDER FAX NO.
- 20) BIDDER FEDERAL ID NO. 21) YOUR BID REFERENCE NO.

SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA. FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.

22) ORIGINAL SIGNATURE OF BIDDER

23) NAME OF FIRM

24) PRINT/TYPE NAME AND TITLE

25) DATE

ATTENTION VENDORS

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm#bidderand> either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If the information on the bid itself is incorrect and needs to be changed, DO NOT write the correction on the bid itself. Send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven-digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

NOTICE TO ALL BIDDERS
REQUIREMENT TO PROVIDE A CERTIFICATION
IN COMPLIANCE WITH MacBRIDE PRINCIPLES
AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c.134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided for 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.

I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

_____ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

_____ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that 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.

Signature of Bidder

Dated:

Print or Type

{ _____
Name

{ _____
Title

Name of Company

NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, 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 or services 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 or shareholder's share of the payment due the taxpayer, partnership or S corporation. 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 under this act.

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



STATE OF NEW JERSEY
 DEPARTMENT OF THE TREASURY
 PO BOX 230
 TRENTON, NEW JERSEY 08625

DIVISION OF
 PURCHASE AND PROPERTY

PURCHASE BUREAU

IMPORTANT NOTICE TO BIDDERS

Effective October 7, 1991, in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

For states having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

 Name of Locality having preference practices

City/Town/Authority _____

County _____ State _____

() Documentation attached

() Resolution

() Regulations/Laws

() Notice to Bidder

() Other _____

Name of Firm Submitting this Information _____
 (Please Print)

STANDARD TERMS & CONDITIONS

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

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BIDDER :

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.
1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS
- 1.1 BUSINESS REGISTRATION - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey.
- Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at www.state.nj.us/njbgs/services.html.
- 1.2 ANTI-DISCRIMINATION - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT - The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.
2. LIABILITIES
- 2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STANDARD TERMS & CONDITIONS

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

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STATE OF NEW JERSEY
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:

1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
2. PRODUCTS/COMPLETED OPERATIONS
3. PREMISES/OPERATIONS

The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than

\$100,000 BODILY INJURY, EACH OCCURRENCE
\$100,000 DISEASE EACH EMPLOYEE
\$500,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend any contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17:12-2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:

- a. Issue an award notice for those offers accepted by the State;
- b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.6b.1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17:12-3 et seq.

STANDARD TERMS & CONDITIONS

TERM CONTRACT - ADVERTISED BID PROPOSAL

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DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
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3.5 TERMINATION OF CONTRACT

a. Change of Circumstances

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required.

b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the independent institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid proposal. The extension to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education must be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A-25.9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64-60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.

b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.

c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

STANDARD TERMS & CONDITIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON	NJ 08625-0230	NUMBER : 04-X-34620 OPEN DATE : 08/06/1993 T-NUMBER : T1993	PAGE 5

If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.
- 3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17:12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.
- 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.
The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.
- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain in detail how the bid price was determined.
- 3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

4. TERMS RELATING TO PRICE QUOTATION

- 4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified in writing of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

STANDARD TERMS & CONDITIONS

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : 04-X-34620
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F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

- 4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.
- 4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.
- 4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

- 4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

- 4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.
5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.
- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services, received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.
6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

STANDARD TERMS & CONDITIONS

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

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- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a. through 6e. shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

AFFIRMATIVE ACTION	TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230	NUMBER : 04-X-34620 OPEN DATE : 08/06/03 TIME : 2 PM T-NUMBER : T1993 BIDDER :	PAGE 8

SUPPLEMENT TO BID SPECIFICATIONS

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION 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;
2. 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, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.
3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, 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.
4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.
5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.
6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.
7. 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.
8. 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, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.

THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE 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 AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).

*** NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS**

PLEASE CHECK APPROPRIATE BOX (ONE ONLY)

- I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL.)
- I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.

AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT

IMPORTANT - READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY
	STATE	ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)	CITY	STATE
		ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. <input style="width: 50px;" type="text"/>		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <input style="width: 50px;" type="text"/>		
11. PUBLIC AGENCY AWARDED CONTRACT	CITY	STATE
		ZIP CODE

OFFICIAL USE ONLY

DATE RECEIVED	COUNTY	OUT OF STATE PERCENTAGES		ASSIGNED CERTIFICATION NUMBER
MO/DAY/YR		MINORITY	FEMALE	

SECTION B - EMPLOYMENT DATA

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2 & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)									
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE					
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN		
Officials and Managers													
Professionals													
Technicians													
Sales Workers													
Office and Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from Previous Report (if any)													

The data below shall NOT be included in the request for the categories above.

13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)	15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO	16. IF NO DATE OF LAST REPORT SUBMITTED MO. DAY YEAR
14. DATES OF PAYROLL PERIOD USED		

SECTION C - SIGNATURE AND IDENTIFICATION

17. NAME OF PERSON COMPLETING FORM (Print or Type) (CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	DATE MO. DAY YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE) PHONE (AREA CODE, NO. & EXTENSION)

INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

ITEM 1 - Enter the Federal Identification Number assigned to the contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for,"

or
If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

ITEM 2 - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

ITEM 3 - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

ITEM 4 - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

ITEM 5 - Enter the physical location of the company, include City, County, State and Zip Code.

ITEM 6 - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

ITEM 7 - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not just those employees at the facility being awarded the contract.

ITEM 8 - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at only one physical location. Multi-establishment Employer shall include an employer whose business is conducted at more than one location.

ITEM 9 - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

ITEM 10 - Enter the total number of employees at the establishment being awarded the contract.

ITEM 11 - Enter the name of the Public Agency awarding the contract. Include City, State, and Zip Code.

ITEM 12 - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of hispanic origin. Persons having origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Phillipine Islands and Somoa.

ITEM 13 - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

ITEM 14 - Enter the dates of the payroll period used to prepare the employment data presented in item 12.

ITEM 15 - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

ITEM 16 - If the answer to item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

ITEM 17 - Print or type the name of the person completing this form. Include the signature, title and date.

ITEM 18 - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

OWNERSHIP DISCLOSURE FORM

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : 04-X-34620
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T-NUMBER : T1993

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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.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

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. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

COMPLETE ALL QUESTIONS BELOW

- | | YES | NO |
|---|-------|-------|
| 1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i> | _____ | _____ |
| 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, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i> | _____ | _____ |
| 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? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i> | _____ | _____ |

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 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 State to notify the State 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 State of New Jersey and that the State at its option, may declare 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 { _____ (Name)

_____ { _____ (Title)

FEIN/SSN#: _____ Date: _____

CONFERENCE/SITE INSPECTION

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
 PURCHASE BUREAU
 STATE OF NEW JERSEY
 33 WEST STATE ST 8TH FL
 PO BOX 230
 TRENTON

NJ 08625-0230

NUMBER : 04-X-34620
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THE FOLLOWING CONFERENCES WILL BE HELD

CONFERENCE

LOCATION

MANDATORY PRE-BID CONFERENCE
 DATE: 07/16/03
 TIME: 11:00 AM

GREWOOD LAKE AIRPORT
 MANAGER'S OFFICE
 126 AIRPORT ROAD
 WEST MILFORD, N.J.

MANDATORY SITE VISIT
 DATE: 07/16/03
 TIME: 10:00 AM

GREWOOD LAKE AIRPORT
 MANAGER'S OFFICE
 126 AIRPORT ROAD
 WEST MILFORD, N.J.

OPTIONAL SITE VISIT
 DATE: 07/14/03
 TIME: 9:00 AM

NJ DEPT OF TRANSPORTATION
 DIV OF AERONAUTICS
 25 SCOTCH RD., 2D FLOOR
 EWING TOWNSHIP, N.J.

SPECIFICATIONS		TERM CONTRACT - ADVERTISED BID PROPOSAL	
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-0230		NUMBER : 04-X-34620 OPEN DATE : 08/06/03 T-NUMBER : T1993 BIDDER :	PAGE 11

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REQUEST FOR PROPOSAL (RFP)
FOR
AIRPORT OPERATOR
GREENWOOD LAKE AIRPORT
NEW JERSEY DEPARTMENT OF TRANSPORTATION

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Staffing Table

1.0 INFORMATION FOR BIDDERS

1.1 Purpose and Intent

This Request For Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury, on behalf of the State of New Jersey Department of Transportation, Division of Aeronautics (the "State"). The purpose of this RFP is to solicit proposals from qualified bidders who will not only operate an existing State-owned airport facility but provide and implement innovative ideas to further develop the airport as a profitable enterprise, generating revenue to be shared with the State. It is anticipated that the State will enter into a twenty (20) year contract with the successful bidder who will operate the airport in exchange for which it will pay the State a fixed monthly fee adjusted annually by the Consumer Price Index, plus a percentage of its gross annual revenue earned from airport operations. The State's share of profits will be added to the State's fund for airport safety and improvement.

Greenwood Lake Airport (the "Airport") is a single operating runway general aviation airport located in West Milford Township, Passaic County. It serves general aviation needs in this northern-most portion of the State near the border with New York state. The State has owned and operated Greenwood Lake Airport for about three years. The Airport was purchased by the State with some Federal funds to ensure that the facility would remain open as an airport and continue operations as a functioning part of the State system of general aviation public use airports, rather than be sold for commercial real estate development.

In the three years that the State has owned the Airport, it has made numerous improvements to the runway, taxiways, airport lighting, aircraft parking areas, fueling facilities, airport security, drainage and buildings. Now that these necessary improvements have been made, the State intends to place the entire operation of the Airport under private management by leasing the entire operation to a single operator or joint venture.

There are currently revenue generating portions of the airport operation which include a small restaurant, aircraft hangers, aircraft tie-down spaces, aircraft fueling, and several commercial spaces which are leased to various parties. However, the State believes that an experienced, creative operator should be able to significantly enhance the opportunities for revenue generation.

While the State has considerable expertise in airport construction and rehabilitation, it does not have a comparable level of expertise in airport development and management in serving retail airport

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customers. Such expertise exists in the private sector. Now that the State's efforts to preserve and improve the safety and security of the Airport have been successfully accomplished, the State seeks to solicit bid proposals from the private sector to manage and develop the Airport.

It is the goal of the State to lease the entire Greenwood Lake Airport to a private operator who will both manage the airport and continue to develop and expand the aeronautical services, aeronautical facilities and revenue generating aviation-related commercial activities at the Airport. The successful bidder will have day-to-day control the Airport, and will be responsible for its full time operation and security and for its continued operations and physical and commercial development. The successful bidder will be able, with the approval of the State, to sublease space and to collect and retain rents, fees and other revenues generated by airport commercial activities. Rent, fees and other revenues are expected to be generated from both existing and future development of airport-related commercial spaces, the airport restaurant, aircraft tie-downs, aircraft hangers, fuel sales and other airport-related services such as, by the way of example but not limitation, aircraft maintenance, aircraft sales and flight training. The State expects to share in the revenues generated by the Airport, which revenues will be added to the funds the States makes available to airports in its grant programs supporting aviation safety initiatives.

Thus, it is the State's goal to select a private operator for the Airport who will continue to improve the physical airport facility, improve and increase aviation related-services, provide high quality services, attract new customers to the airport and make the Airport commercially successful and competitive. While it is not the State's intention to remain involved in the day-to-day operation of the Airport or directly involved in the commercial leases, activities or direct management of the Airport, changes in the operations of the Airport, changes in leasing arrangements and proposed construction projects, because of federal, State and local funding and regulatory requirements, will require the prior consent of the State and/or other governmental entities.

As described, the goals of the State are to insure that the Airport remains open as a safe and efficient public use airport, that the aeronautical potential of the facility is fully realized, that the Airport makes available the widest possible array of aeronautical and aviation services and that the Airport fully serves local and regional airport system needs. While the State's primary objective is to continue the safe and efficient operation of this general aviation airport, the State is also interested in making the Airport available for additional aviation business and possibly other uses which will promote job and economic growth in the community.

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Bidders shall provide a detailed business plan which includes how they propose to operate, manage and develop the Airport to achieve these goals. Based on this business plan, bidders must propose a fixed monthly lease payment (plus an annual increase based on the CPI), plus the percentage of their annual gross revenue they propose to pay to the State on an annual basis (to be paid by April 15 of the year following the year for which payment is being made). As part of this plan, bidders must propose annual gross revenue for each year of the lease. The successful bidder will be that qualified, experienced bidder whose bid proposal is responsive to the State's goals of airport preservation, airport service improvement, airport facility improvement and whose business plan provides a creative yet realistic plan to return significant revenue to the State.

The intent of this RFP is to award a contract in the form of a 20 year operating lease to that responsible, responsive bidder whose bid conforming to the requirements of this RFP, is most advantageous to the State, price and other factors considered. Please note that a condition precedent to any award under this RFP is approval of the lease by the State House Commission.

1.2 Background

The State, acting through the Department of Transportation, Division of Aeronautics is requesting proposals for the operation of the one hundred and fifty (150) acre State-owned Greenwood Lake general aviation airport located in West Milford Township, New Jersey.

These specifications have been prepared to furnish information regarding the current opportunities that exist at the Airport, to provide required proposal submission documents and to establish bid proposal evaluation criteria.

The Federal Aviation Administration (FAA) classifies the Airport as a general utility airport. The Airport serves to relieve the larger airports in the greater Newark-Northern New Jersey region by furnishing an adequate facility for small general aviation aircraft in that area of the State.

The Airport is located 29 miles NNW of Newark International Airport in FAR 91.225 "Mode C" airspace, on the 080 radial of Sparta VOR. It is one mile east of the West Milford Township town center, and approximately 27 miles northwest of midtown Manhattan. The geographic location of the Airport is Latitude 41 degrees 07 minutes 45 seconds north, Longitude 74 degrees 20 minutes 45 seconds west. Principal ground access is via Passaic County Road 511 from I-287 at exit 55.

As shown on the attached airport drawing (Exhibit A), the Airport currently has two runways, associated taxiways, and an aircraft parking apron for up to 120 aircraft is under construction. Runway 2-

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20 is paved, 2,301 feet long, 50 feet wide and is not lighted. Runway 2-20 is permanently closed and portions of that former runway are used for aircraft parking. Runway 6-24 is paved asphalt, 4,000 feet in length, 60 feet wide, with medium intensity runway lighting. Runway 6-24 has a full length lighted, asphalt parallel taxiway. A map will be available in the document review room that identifies the location of portions of the airport which are currently leased or rented.

A super-unicom is available for airport information and wind advisory broadcasts on the unicom frequency. The airport has space for approximately another 100 aircraft tie-downs in addition to the approximately 60 tie-downs now available. Aviation services are presently available to the public from a single Fixed Base Operator (FBO) who performs aircraft repairs, fueling, some storage in the large maintenance hangar, and limited flight instruction. The airport has 12 T-Hangers and which are rented on a month-to-month basis. There is also a small restaurant operated at the Airport, which is rented on a month-to-month basis. The Airport has four additional tenants who lease space on the field for non-aviation activities.

The Airport has 12 T-Hangars. The State currently manages all hangar and public tie-down aircraft storage areas. The Airport has at any given time from 50 or more aircraft based at the Airport.

Connected via a walkway to the main terminal building is a pedestal-mounted Lockheed "Constellation" model aircraft (the "aircraft"). The Department of Transportation considers this particular aircraft to be a potentially significant remaining example of its type. Special conditions shall apply to the aircraft. The contractor shall not allow any person to physically modify, alter, move, damage or tamper with the aircraft or any of its components without the prior written approval of the Commissioner of Transportation. The aircraft and all of its components remain the property of the State. Upon sixty (60) days written notice to the contractor, the State may modify, alter, move or remove the aircraft from the Airport, without any claim upon the State by the contractor. The State expressly reserves the right to either sell or donate the aircraft to any profit or non-profit organization for the purpose of preserving or displaying the aircraft or its components.

Total monthly income from T-Hangars and tie-downs averages approximately \$6,600 per month. There is a restaurant/cafe currently operating Friday through Sunday which is operated by a local restaurant owner who pays a monthly rent of \$200.00. There are three tenants that rent office space. AT&T rents space for antenna sites and equipment and two other tenants rent office space. The monthly income from these rentals averages \$1,950.

Historical annual revenues generated by the Airport for the State are as follows. In FY 2000 \$64,000 was generated. In FY 2001 \$74,000 was

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generated. In FY 2002 \$75,000 was generated. In FY 2003 \$47,000 has been generated in the first 6 months of the fiscal year (July through December).

Bidders should be aware of the following expenses associated with the Airport's operation. The monthly average charged by Rockland Electric Company is \$600. The monthly average charged by PSE&G is \$800. From these expenses, the airport FBO pays monthly utility costs of approximately \$670.00 to PSE&G and \$340.00 to Rockland Electric for the utilities necessary to support the large hangar operation. Please note that for both of these expenses, the restaurant/cafi is metered separately although currently paid for by the State. Specific annual costs for telephone, insurance, and other utility expenses are not available.

PROJECTED ANNUAL REVENUE FY 2003*

The breakdown for all income to the State is as follows:

1. Rental of T-hangars, large maintenance hangar, and tie-downs	\$ 95,000
2. Restaurant/cafi rental	\$ 2,400
3. AT&T rentals	\$ 19,000
4. Two office space rentals	\$ 5,400
TOTAL INCOME	\$122,600

PROJECTED ANNUAL EXPENSES FY 2003*

Various airport operating expenses encountered by the State, which do not include projections for staffing, facility maintenance or airport capital improvement costs, are as follows:

1. Utilities - Rockland Electric Co.	\$ 7,200
2. Utilities - PSE&G	\$ 9,000
3. Utilities - Telephone & other	\$ Not Available
4. Insurance - State Risk Management	\$ Not Available
5. Snow removal	\$ 15,000
6. Grass cutting	\$ 5,000
7. Security monitoring	\$ 2,200
8. Custodian services	\$ 5,400
9. Water testing	\$ 500
TOTAL EXPENSES	\$ 43,300

*While bidders should be aware of revenues generated by the Airport and current State operating expenses, it must be recognized that current revenue and expenses are not considered by the State to be predictive of future revenue and expenses. Nor are current revenues and expenses to be considered as a guarantee by the State of any possible future revenue stream. Accordingly, approximate current revenues and expenses are provided for informational purposes only as a guide for bidders.

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The State currently oversees Airport operations by having a Department of Transportation (Department) employee periodically present at the Airport during normal business hours, and weekends as may be necessary. The Department is also able to monitor airport operations via video cameras that are accessible off-site via the internet. The West Milford Township Police Department also monitors the airport cameras via a direct link between the Airport and the West Milford Police Headquarters. The Department also periodically uses NJDOT staff based in Ewing Township, New Jersey to prepare airport-related billings and reports. The Department uses staff in efforts to advance the physical improvement of the Airport and air safety projects. On average, the Department estimates that it commits no more than 1.5 full time equivalents (FTEs) to operational oversight of the Airport. However, to date, in addition to ordinary operations, the Department has invested considerably more in efforts to physically improve the Airport and to catch-up on previously deferred maintenance and repairs.

All current lease and rentals may be renegotiated by the contractor after a sixty (60) day period following the award of the contract. The contractor shall provide a copy of all new and/or renegotiated leases and rental agreements to the NJDOT Division of Aeronautics upon signing. The AT&T lease is not subject to and is exempt from renegotiation under this agreement.

Currently, airport insurance is provided by the State of New Jersey under an airport liability coverage policy which is handled through the New Jersey Department of the Treasury's Risk Management Division. The contractor will be required to carry the types and amount of coverage insurance, set forth in RFP Section 3.13.

The State has previously applied for and received grants of money from the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented (the "Act") and under prior federal statutes which the Act superseded. It may in the future, be beneficial for the contractor, in the name of the State, to apply for additional grants. In connection therewith, the State has undertaken and may in the future undertake, certain obligations respecting the operation of the Airport and the activities of the contractor, lessees and permittees thereon. The performance by the contractor of the covenants and obligations contained in the Contract is therefore a special consideration and inducement to the entering of a Contract by the State, and the Operator further covenants and agrees that if the FAA or any other governmental body having jurisdiction over the enforcement of the obligations of the State in connection with Federal Airport Aid or Act shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the contractor will promptly comply therewith at the time or times, when and to the extent

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that the State may direct.

Current security arrangements for the Airport are as follows:

1. A security system consisting of key coded entry to aircraft areas and ramps is currently in place.
2. A closed circuit television system is installed and viewable at the West Milford Township Police Department and the Airport Manager's Office.
3. The NJDOT Aeronautics Office located Ewing Township, Mercer County also has access to the television security system via the internet via

1.3 Key Events

- The Contractor will meet with NJDOT Aeronautics personnel within seven (7) days of contract award.
- The Contractor should be prepared to take over full operations of the airport within thirty (30) days (or sooner) from the date of contract award.

1.3.1 Questions and Inquiries

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions should be mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Purchase Bureau
Division of Purchase and Property
State of New Jersey
PO BOX 230
Trenton, New Jersey 08625-0230
Attention: Thomas P. Tighue
Primary Fax #: 609-292-5170
Alternative Fax #: 609-292-0490
E-Mail Address: Thomas.Tighue@treas.state.nj.us

1.3.1.1 Cut-off Date for Questions and Inquiries

A Mandatory Pre-Bid Conference has been scheduled for this procurement, therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the

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Mandatory Pre-Bid Conference. Written questions must be delivered to the Purchase Bureau buyer. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.

1.3.1.2 Question Protocol

Questions should be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding upon the State. Bidders shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

1.3.2 Mandatory Site Visit

A Mandatory Site Visit has been scheduled for this procurement. The date and time are listed on the cover sheet of the RFP.

Location: Greenwood Lake Airport
New Jersey Department of Transportation
Manager's Office
126 Airport Road
West Milford, New Jersey
(Attendees should park next to the Manager's Office)

Interested attendees shall RSVP to the Purchase Bureau buyer by fax at 609-292-5170 no later than 12 noon of the working day preceding the day of the scheduled site inspection to confirm their attendance.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Site Visit.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THIS RFP WILL BE ACCEPTED OR ANSWERED DURING THE MANDATORY SITE VISIT. ALL QUESTIONS MUST BE HELD AND SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1

1.3.3 Mandatory Pre-Bid Conference

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A Mandatory Pre-Bid Conference has been scheduled for this procurement. The Mandatory Pre-Bid Conference will be held at the Greenwood Lake Airport Manager's Office, on the second floor of the main terminal building, at the Greenwood Lake Airport immediately following the Mandatory Site Visit. The time of the Mandatory Pre-Bid Conference is listed on the cover sheet of this RFP.

CAUTION: Bids will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions will also be distributed to attendees as written addendum to this RFP.

1.3.4 Document Review Room

The State has established a document review room to provide bidders with the opportunity to review supplemental materials relevant to this procurement. The document review room has been established to allow bidders access to information that may be needed to prepare and submit accurate and comprehensive bid proposals. Such review, while recommended, is not mandatory.

The document review room will be located at

New Jersey Department of Transportation
Division of Aeronautics
25 Scotch Road
2nd Floor
Ewing Township, New Jersey

and will be accessible from 9 AM to 4 PM on the following dates:

July 14 and July 15.

The bookroom shall contain the following information:

1. Airport facility operations manual.
2. Current airport contractor maps.
3. Master plan/airport layout plan.
4. N.J.A.C. 16:54 and N.J.A.C. 16:56
5. General operations rules for the airport
6. Current leases and other agreements with Airport occupants
7. FAA grant documents.

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Please call Henry Conroy at 609-530-5003 to reserve a date and time to visit the Document Review Room. The alternate is Greg McDonough at 609-530-2902.

NOTE: BIDDERS ARE PROHIBITED FROM REMOVING ANY MATERIALS FROM THE BOOKROOM. THE PURCHASE BUREAU WILL NOT PROVIDE FOR THE PHOTOCOPYING OF ANY MATERIALS CONTAINED IN THE BOOKROOM, BIDDERS, HOWEVER, ARE PERMITTED TO BRING PHOTOCOPY EQUIPMENT FOR THE PURPOSE OF COPYING MATERIALS. BIDDERS SHOULD CONTACT THE PURCHASE BUREAU BUYER TO ARRANGE A SPECIFIC REVIEW TIME.

IMPORTANT NOTE:

NO QUESTIONS OR INQUIRIES REGARDING THE SUBSTANCE OF THE RFP WILL BE ACCEPTED OR ANSWERED DURING BOOKROOM REVIEW. ALL QUESTIONS MUST BE SUBMITTED IN ACCORDANCE WITH RFP SECTION 1.3.1.

1.4 Additional Information

1.4.1 Revisions to this RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

A Mandatory Pre-Bid Conference has been scheduled for this procurement. Any addendum issued before the Mandatory Pre-Bid Conference will be distributed to all bidders who were sent the initial RFP. Any addendum issued at the time of or after the Mandatory Pre-Bid Conference will be distributed only to those bidders represented and properly registered at the Mandatory Pre-Bid Conference.

1.4.2 Addendum as a Part of this RFP

Any addendum to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

1.4.3 Issuing Office

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

1.4.4 Bidder Responsibility

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after

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bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP. The bidder further represents that it has made its own calculations, from the information provided and its own research and experience, of costs, expenses and revenues for which the State bears no liability.

1.4.5 Cost Liability

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Further, the State does not warrant or guarantee any current or future revenues that may be generated from operation of the Airport.

1.4.6 Contents of Bid Proposal

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP with the Purchase Bureau buyer.

1.4.7 Price Alteration

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude an award being made to the bidder.

1.4.8 Joint Venture

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and, if applicable, foreign (out of State) corporation registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 Definitions

The following definitions shall be part of any contract awarded or

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order placed as a result of this RFP:

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Airside Facilities - All aircraft operational areas including runways, taxiways, aprons and lighting systems.

Apron Area - A paved area at an airport that is often in the vicinity of an airport terminal or operations building that is generally intended to accommodate parked aircraft.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder - An individual or business entity submitting a bid in response to this RFP.

Contract - This RFP, the Model Lease document attached as Exhibit B, any addendum to this RFP, and the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Award.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Director of Aeronautics - Director of Aeronautics.

Division - The Division of Purchase and Property.

Evaluation Committee - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

FBO - Means a fixed based operator, which is an airport-based business or concessionaire that provides airport and aviation related goods and services, such as, but not by way of limitation, Airport management, Airport operation, aircraft sales/parts/rental, mechanic services, flight training, and pilot supplies. The contractor may also operate as an FBO.

Gross Revenues - All income from whatever source derived from the contractor's operation of the Airport.

May - Denotes that which is permissible, not mandatory.

N.J.A.C. 16:54 - The law pertaining to licensing of aeronautical and

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aerospace facilities in New Jersey.

N.J.A.C. 16:56 - The law pertaining to airport safety aid improvement in New Jersey.

Project - The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) - This document which establishes the bidding and contract requirements and solicits proposals to meet the purchase needs of Using Agencies as identified herein.

Shall or Must - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should - Denotes that which is recommended, not mandatory.

State Contract Manager - The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

Subtasks - Detailed activities that comprise the actual performance of a task.

State - State of New Jersey.

T-Hangar - A building structure that is designed and intended to accommodate and provide shelter for individual aircraft from the sun, wind and weather.

Task - A discrete unit of work to be performed.

Tie-Down - An open-air location, either paved or unpaved, for the parking of aircraft, which typically has three ground anchored tie-down points whereby the parked aircraft can be tied-down and secured.

Using Agency or Agency - The entity for which the Division has issued this RFP and will enter into a contract, the Division of Aeronautics within the Department of Transportation.

3.0 SCOPE OF WORK

The State seeks to enter into a 20-year lease with a contractor who will perform the services set forth below in exchange for which it will pay the State a fixed monthly fee that will be adjusted annually based on the Consumer Price Index plus a percentage of gross revenue to be paid to the State annually.

3.1 General Operating Functions

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The contractor shall provide appropriate staff, equipment and materials and pay all expenses including all applicable State and local taxes on the Airport buildings and land, to provide and assume full responsibility for airport management which shall include, by way of example but not be limited to the following tasks: general airport cleanliness, grass cutting, snow removal, day-to-day maintenance of airfield lights, minor pavement maintenance (including pothole repairs and minor crack sealing), maintenance and operation of the T-hangars, terminal building, restaurant and other rented space on the Airport (with the exception in those areas where specific tasks are currently assumed by a tenant under a lease obligation), main hanger facility, aircraft parking apron and automobile parking areas.

3.2 Airport Maintenance and Repair Functions

The contractor shall maintain the Airport in a safe and hazard free (structurally and otherwise) condition at all times. Repairs shall be made in a timely, workmanlike and professional manner. The contractor shall ensure the cleanliness of the Airport, including responsibility for landscaping, rubbish removal and general property clean-up.

The areas to be maintained and repaired by the contractor include:

- Security surveillance systems and all its components;
- Runways, ramps, taxiways, run up areas, helipads and related lights, markings, stripes, and signage;
- Navigational aids - Super-Unicom and Windsock.
- Airport vehicles, equipment, machinery and tools provided by the State or the Contractor.
- Airport grounds not leased to others (including, without limitation, perimeter fences, roadways, grounds, sidewalks and signage).
- Airport communications equipment including but not limited to radios, telephones and all alarm systems that are the responsibility of the Contractor.
- Airport buildings, facilities, and structures or portions thereof which are the responsibility of the Contractor including, without limitation:
 - (1) utilities including plumbing, electrical, sprinkler, heating and air conditioning systems, apparatus and equipment, and
 - (2) all structural and nonstructural repairs and maintenance including roofs, walls, floors and foundations, painting and cleaning services, including windows, extermination services and refuse collection.
- Aircraft tie down areas under the control of the Contractor.
- Any glycol or other deicing containment system operated by the Contractor

The contractor shall be responsible for and ensure that airport users, tenants, licensees or permittees are satisfying all obligations to maintain and repair areas occupied by them as required under any lease

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or use and occupancy agreement. The contractor, upon award of the contract, shall assume responsibility for all obligations of the State under such currently existing leases and use and occupancy agreements. Sixty (60) days after contract award, all current leases and use and occupancy agreements, with the exception of the lease with AT&T lease, may be renegotiated by the contractor. The AT&T lease may not be renegotiated by the contractor. A copy of all new and renegotiated leases shall be forwarded to the Division of Aeronautics upon execution.

3.3 Airport Support Functions

In a manner consistent with generally acceptable airport operating and safety practices, the Contractor shall:

- Operate or cause to be operated all airport non-leased ramp areas safely and efficiently for the benefit of users.
- Remove or cause to be removed snow and ice from all airport runways, and taxiways, and non-leased ramps, access roads, sidewalks, walkways, parking areas, and apply such melting and/or friction agents as may be required and/or appropriate in connection therewith.
- On a daily basis, visually check for and clean and remove all foreign objects from all airport runways, taxiways, non-leased ramps and other aircraft operating areas; inspect for deteriorating pavement or other hazards to aircraft and persons in accordance with FAA Advisory Circular, AC 150/5200-18B. Take corrective actions as required.
- Provide for, in areas of Contractor responsibility, and oversee, in user occupied areas, the provision of appropriate airport security and full time security systems for both the air side and the land side parts of the Airport, including perimeter security, parking area security, and disaster security on the Airport, not including law enforcement responsibilities.
- Prepare, maintain, update and issue all appropriate Airport NOTAMS in accordance with FAA requirements and as may be directed by the State.
- Prepare, maintain, update and conduct an airport operations safety program in accordance with NJAC 16:54-3 et seq and FAA AC 150/5200-18B and 150/5200-30A.
- In conjunction with the State develop, maintain and perform an airport noise mitigation program.
- Conduct daily inspections for navigational hazards on the Airport and its aerial approaches, and take corrective actions as required.
- Operate the Airport in accordance with FAA regulations, State regulations and all other applicable statutes, rules, regulations and FAA Advisory Circulars including; FAA AC 150/5190-5, Exclusive Rights and Minimum Standards for Airports; FAA AC 150/190-2A; Exclusive Rights at Airports; and FAA AC 150/5190-1A, Minimum Standards for Commercial Aeronautics Activities.
- Perform information-providing functions commonly performed by an airport operator for airport users and the general public.
- Coordinate any construction, maintenance, or other activities at the

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Airport to minimize interference with Airport operations.
-Develop and conduct an airport user and community relations program,
as directed by the State.

3.4 Building Construction

The contractor shall be responsible for building construction at the Airport for revenue-generating purposes and any related revenue-generating facilities. Any and all construction must be approved in advance by the Director of Aeronautics at every stage from concept through design and build and must be consistent with the Airport's master plan for development.

Construction of any buildings or facilities may be allowed during the term of the contract. Any buildings or additions, modifications or improvements to existing buildings, constructed by the contractor will require the explicit advance approval of the Director of Aeronautics and appropriate building permits, and shall be constructed at no cost or expense to the State. Construction of all such buildings shall commence upon compliance with all applicable federal, State and local permit and regulatory requirements and shall be completed within one (1) year from the date of commencement of construction or by such later date as the State may approve in writing.

Unless otherwise agreed to in writing between the State and the contractor, all new buildings as well as any additions, modifications and improvements to existing buildings constructed on the Airport by the contractor shall become the property of the State at the end of contract. A certificate of insurance naming the State as a named insured shall be supplied by the contractor or the contractor's contractor for any construction on the Airport.

3.5 Airfield Construction

The State shall be responsible for all major capital improvements to the airside facilities, including, by way of example but not limitation, new pavements, renovation to airfield lighting systems, repaving of runways, non-revenue producing taxiways, or non-revenue producing aprons, safety-related improvements, tree removal, and such other projects as set forth in N.J.A.C. 16:56-3.1(b). Such projects shall be paid for, in part, from the State's share of the gross revenues paid to the State by the contractor. The contractor shall be responsible for identifying necessary capital improvements, as indicated above, and applying to the New Jersey Department of Transportation, or to the Federal Aviation Administration, for grants and aid to undertake the improvement. Greenwood Lake Airport is eligible to apply for, and to receive, State and Federal Airport Improvement aid. Revenue to the State from the Airport lease shall be used for improvements and to offset any costs incurred by the State for the operation of Greenwood Lake Airport.

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3.6 Plans, Reports, Documents and Meetings

The Contractor shall prepare and compile, or oversee the preparation and compilation of, and submit to the State the following reports, plans and data, and update amend and supplement the same as required from time to time.

A Facility Operations Manual, pursuant 16:54-5.1 et seq.

General Operating Rules, pursuant to 16:54-3.1 et seq.

A quarterly financial report.

Attend Conferences and Meetings and Provide Incidental Assistance

The contractor shall:

-Confer with the State and attend meetings of the State with officials and other persons as reasonably requested by the State to discuss matters relating to the Airport.

In addition, the contractor shall prepare and submit to the New Jersey Department of Transportation, Division of Aeronautics, on the forms and in the time and manner prescribed by the State, on a quarterly basis, a financial report itemizing actual airport revenues and expenses against project airport revenues and expenses.

3.7 Property Usage

Acceptable aviation uses of the Airport that the contractor will be permitted to engage in shall include, but not be limited to:

- Sale, repair and storage of aircraft
- Sale of aircraft parts and accessories
- Flight and ground instruction
- Flying for charter or for hire
- Fueling and lubrication of aircraft
- Aircraft rental
- Rental of hangar and tie-down space
- Rental of space and facilities for aviation related purposes

3.8 Non-aviation Uses

In the event that the Contractor shall determine to use any portion of the premises for any purpose not related to aviation, it shall notify the State in writing of its wish to so use the Airport. The State shall have the right to approve or disapprove the proposed use.

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3.9 Right of State to Enter Upon Airport

The State, its officers, employees and representatives shall have the right, at all times, to enter upon the Airport facilities, and/or any space provided to the Contractor, for the purpose of inspecting the same, for observing the Contractor during the performance of its obligations under the contract, and for the doing of any act or duty which the State may be obligated or have the right to do under the contract or otherwise.

3.10 Audit of Records

The contractor shall maintain and retain weekly payroll, overhead, cost and accounting records and all other records related to the services performed on the Project, including expenses pertaining to additional services required by the State on the Project. Such records shall be maintained and available for the State's and/or Agency's inspection as to all aspects of the work, whether performed by the contractor or any independent firms. These records shall be kept in accordance with generally accepted accounting principles and practices for a period of three (3) fiscal years after the expiration of the State's fiscal year in which the contract expires or in which final payment is received by the State from the contractor under the contract, which ever occurs later. (The State's fiscal year is from July 1 through June 30). The Director has the right to request, and the contractor agrees to furnish free of charge, all information and copies of all records which the Director requests. The contractor shall allow the Director and/or State to visit the office(s) of the contractor periodically, upon reasonable notice, in order to review any document related to the contract or to otherwise monitor work being performed and/or gross revenues being reported and paid by the Contractor to the State pursuant to the contract.

In addition to the above requirements, the contractor shall furnish to the State for the first five (5) years of the contract on a semi-annual basis within three (3) months following the period being report on, audited financial statements.

Any failure by the contractor to maintain or produce such records or to otherwise cooperate with the Director and/or State may, at the Director's discretion, be cause for termination of the contract and/or suspension or debarment of the contractor from State contracts. Further, the results of any audit by the State shall be final and binding upon the contractor, including but not limited to the State's determinations with respect to revenue reporting and payment by the contractor and whether the Contractor has met the revenue targets set forth in Section 3.11.

The contractor shall provide documentation that indicates it is in compliance with the State's Single Audit Policy and will maintain

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compliance for the life of this contract. The contractor shall keep records which fully disclose the amount and the disposition by the recipient of the proceeds of any aid, the total cost of any project for which the agreement is given or used, and the amount and nature of that portion of the cost of the work paid for by others, including the contractor's share, if any, and records which will facilitate an effective audit. The contractor shall permit the State access to any books, documents, papers and records of the contractor that are pertinent to this contract for audit and examinations. The contractor shall establish and maintain adequate accounting records for the contract to enable the State to determine the allowable costs incurred. The contractor shall maintain effective control over and accountability for all funds, property and other assets to assure these are used solely for authorized purposes. Finally, the contractor shall include in each project contract a clause for the purposes of accounting and audit.

3.11 Contractor Income and Expenses and Payment to the State

The contractor shall receive all income from T-hangar rentals, restaurant rental, fixed base operator (FBO) rental, non-FBO parking apron rentals and rental and/or use of any other building, areas or facility currently on the Airport or constructed by the contractor.

The State has furnished a fueling system from which the contractor shall sell aviation fuels at the Airport. Future improvements, changes, modifications, or maintenance to the fueling system(s) used at the Airport shall be the responsibility of the contractor. All necessary federal, State, local or other required licenses, approvals and permits shall be the responsibility of the contractor.

In consideration for its operation of the Airport, the contractor shall pay to the State a fixed monthly lease fee indexed annually by the Consumer Price Index plus a percentage of gross revenues earned by the contractor payable annually and be paid by April 15 of the year following the calendar year for which payment is being made.

3.12 Acknowledgment

The contractor acknowledges that it has examined the Airport carefully and will accept it in its present condition. The contractor shall be responsible for repairing existing damage, if any, with the exception of those areas of responsibility retained by the State as set forth in Section 3.5, and shall also be responsible for repairing such damage as may result from or be caused by the operation of the Airport by the contractor under the contract, or by any acts or omissions of the contractor, its officers, employees or representatives whether the damage occurs during the course of their employment by the contractor or otherwise.

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3.13 Insurance and Indemnification Requirements

The Operator, at its sole cost and expense, shall obtain and maintain, such insurance for any damages imposed by law and assumed under contract, of the kinds and in the amounts hereinafter provided, from insurance companies admitted or approved to do business in the State of New Jersey.

Property Insurance

Covering all of the buildings and /or structures owned by The State of New Jersey located at Greenwood Lake Airport. Such coverage shall be on an all risk basis, in an amount not less than the replacement cost of those buildings and/or structures. Such insurance must contain a Waiver of Subrogation against the State.

Airport Liability Insurance

Covering all the operations of the contractor at Greenwood Lake Airport under this contract. Such coverage shall name the State of New Jersey, its officers and employees as additional insureds.

The policy shall include the following minimum coverages:

- Premises Liability \$25 million
- Products/Completed Operations \$25 million
- Hangar Keepers Liability \$500,000 each Aircraft
- \$1,000,000 per occurrence

Workers Compensation and Employer's Liability Insurance

As required by the laws of the State of New Jersey, covering all employees of the contractor at and about Greenwood Lake Airport. This policy shall include an All States endorsement. The limit for Employers Liability shall be at least \$500,000. Bodily injury, \$500,000 each Employee, \$500,000 each Employee Disease

Automobile Liability Insurance

Covering all the operations of the contractor at Greenwood Lake Airport. The policy will include coverage for owned, non-owned and hired cars and will include the State of New Jersey, its officers and employees as additional insureds.

The policy shall include a \$1,000,000 combined single limit bodily injury and property damage.

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Environmental

In addition, the contractor or any subcontractor engaged in work at the Airport involving hazardous substances, as defined in Section 3 of PL 1993, c.139 (C.13:1K-8), or hazardous waste, as defined in Sect. 1 of PL 1976, c.99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance."

Pollution liability insurance shall be provided either by endorsement to a commercial general policy or as a separate policy. This policy shall cover pollution claims arising from any development and implementation of a specified contaminated material's remedial action work plan and Health and Safety Plan. The minimum limit of liability shall be \$5,000,000 per occurrence and \$10,000,000 aggregate.

The policy is to be written for the benefit of the State, its officers, employees, and authorized representatives; they are to be named as additional insured. The contractor shall provide documentation from the insurance company indicating the coverage, limitation of coverage, term of coverage, and cost of the pollution liability insurance policy.

Contractor's liability hereunder is limited to the face amount of its insurance policies.

Certificates of insurance evidencing all such coverage required hereunder must be delivered to the State of New Jersey before commencing work. All certificates shall provide for 30-day prior written notice of any cancellation, expiration, non-renewal of any of the coverage required hereunder.

3.14 Grant Covenant

The State has previously applied for and received grants of money from the FAA pursuant to the Airport and Airways Development Act of 1970, as the same has been amended and supplemented (the "Act") and under prior federal statutes which the Act superseded. It may in the future, be beneficial for the contractor, in the name of the State, to apply for additional grants. In connection therewith, the State has undertaken and may in the future undertake, certain obligations respecting the operation of the Airport and the activities of the contractor, lessees and permittees thereon. The performance by the contractor of the covenants and obligations contained in the Contract is therefore a special consideration and inducement to the entering of a Contract by the State, and the Operator further covenants and agrees that if the FAA or any other governmental body having jurisdiction over the enforcement of the obligations of the State in connection

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with Federal Airport Aid or Act shall make any orders, recommendations or suggestions respecting the performance by the Contractor of its covenants and obligations under the Contract, the contractor will promptly comply therewith at the time or times, when and to the extent that the State may direct.

3.15 Right of Self Help

If the State 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 contractor to perform or fulfill any one or more of the conditions, covenants or agreements contained in the contract or as a result of an act or omission of the contract contrary to the said conditions, covenants and agreements, the contractor agrees to pay the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, (herein called "the cost to the State"), and the same may be invoiced to the contractor with payment due on demand.

3.16 Special Termination Provision

In addition to the termination provisions contained in the State Terms and Conditions and the lease, the State, in its sole discretion, may terminate or renegotiate the contract without cost to the State in the event that (a) the contractor fails to pay the fixed monthly fee then due and fails to cure such failure within sixty (60) days of notice from the State; or (b) fails to meet 50% or better of its gross revenue target after one year of operation; 55% or better of its gross revenue target after two years of operation; 60% or better of its gross revenue target after three years of operation; 65% or better of its gross revenue target after four years of operation; until the fifth year and every year thereafter when it shall meet 70% or better of its gross revenue target for the remaining lease term.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 General

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP'S requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed.

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Each bidder is cautioned, however, that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

4.2 Proposal Delivery and Identification

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late proposals are ineligible for consideration. The exterior of all bid proposal packages must be labeled with the bid identification number, final bid opening date and the buyer's name. All of this information is set forth at the top of the RFP cover sheet.

4.3 Number of Bid Proposal Copies

Each bidder must submit one (1) complete ORIGINAL bid proposal, clearly marked as the "ORIGINAL" bid proposal. Each bidder must submit six (6) full, complete and exact copies of the original. The copies required are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies will be charged the cost incurred by the State in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 Proposal Content

The proposal should be submitted in one volume and that volume divided into four (4) Sections as follows:

4.4.1 Section 1 - Forms

4.4.1.1 Ownership Disclosure Form

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompanying the bid. Failure to do so will preclude the award of the contract.

4.4.1.2 MacBride Principles Certification

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

4.4.1.3 Affirmative Action

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The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

4.4.1.4 Set Aside Contracts

Not applicable to this procurement.

4.4.1.5 Bid Bond

Not applicable to this procurement.

4.4.1.6 Business Registration Reporting Requirement

Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730.

4.4.2 Section 2 - Technical Proposal

In this Section, the bidder shall provide its overall technical approach and plans for operation of the Airport and shall describe in detail its plans and procedures to fulfill the requirements of the operations, maintenance and other services described in Section 3.0, the Scope of Work in a narrative format. The Scope of Work describes the minimum services to be provided by the contractor. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully fulfill these requirements. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement or add other service areas where the bidder has expertise that may benefit the State. This section of the proposals should contain at least the following information:

4.4.2.1 Management Overview

The bidder shall provide a business plan containing a complete description of how it intends to implement each aspect of the operation, maintenance and service requirements and further development of the Airport, including:

a) a projected schedule of preventative maintenance for the existing Airport facilities and equipment for the first three (3) years of the

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contract;

b) any information the bidder believes will be helpful to the State in assessing the bidder's ability to fulfill the plan, to include how the Airport operation, maintenance and development will be planned, financed, directed and controlled;

c) a detailed schedule for proposed development and/or construction; arrangements for, and coordination of any subcontractors or joint venturers; and the management and coordination of staff;

d) any innovative ideas for managing and developing the Airport reflecting industry best practices and ways to increase revenue, improve operational efficiency and improve services;

e) a business development statement that describes its experience with increasing the financial viability of an airport;

f) any alternative suggestions or modifications to the Scope of Work and method of compensation outlined therein which it believes will enhance its bid proposal; and

g) a breakdown of projected annual revenues for each year of the lease and sources of revenue for each major source of revenue.

The bidder shall also identify, if any, any major operation or maintenance work or requirement that is not identified in the Scope of Work, explain the reason it should be included and how it proposes to address those items and costs related thereto.

The bidder's narrative should be designed to convince the State that the bidder's business plan is viable and that the bidder's general approach to undertaking the contract and fulfilling the State's goals are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged in that such a narrative would not provide insight into the bidder's ability to successfully perform the contract. In sum, the bidder's response to this Section should be designed to convince the State that the bidder's detailed plans and proposed approach to performing the Scope of Work, as well as the proposed revenue streams, are realistic, attainable and appropriate and that the bidder's proposals will lead to successful contract performance.

4.4.2.2 Contract Management

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract performance according to the bidder's proposed schedule. The plan should include

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the bidder's approach to communication with the State Contract Manager including, but not limited to, status meetings and status reports.

4.4.2.3 Contract Schedule

The bidder should include a contract schedule for its proposed business plan for the Airport. The bidder's schedule should incorporate the initiation, major milestones and completion dates for proposed development and construction projects as well as the bidder's proposed preventative maintenance schedule.

The bidder should identify the contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology. The use of GANTT, PERT or other charts is at the option of the bidder.

4.4.2.4 Mobilization And Implementation Plan

It is essential that the State move forward quickly to have the contract in place. Therefore, the bidder must include as part of its proposal a mobilization and implementation plan, beginning with the date of notification of contract award of thirty (30) days. Such mobilization and implementation plan should include the following elements:

(a) A detailed timetable for the mobilization and implementation period of thirty (30) days. This timetable should be designed to demonstrate how the bidder will have the contract up and operational within the period of thirty (30) days from the date of notification of award.

(b) The bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise and monitor the bidder's mobilization and implementation of the contract within the period of thirty (30) days. The bidder should indicate what resources will be required from the State.

NOTE: The bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization and implementation period.

The bidder's plan for recruitment of staff required to provide all services required by the RFP on the contract start date at the end of the mobilization and implementation period covering thirty (30) days.

The bidder should submit a plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to fully implement the contract on the required start date.

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The bidder should submit a plan for the use of subcontractor(s), if any, on this contract. Emphasis should be on how any subcontractor identified will be involved in the mobilization and implementation plan.

4.4.2.5 Potential Problems

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.3 Section 3 - Organizational Support and Experience

The bidder shall include information relating to its organization, personnel, and experience including a listing of all airport management related contracts that were performed by or are currently being performed by the bidder within the last ten (10) years.

4.4.3.1 Location

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.3.2 Organization Chart (Contract Specific)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.3.3 Resumes

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should clearly identify previous experience in completing similar contracts. Beginning and ending dates should be given for each similar contract. A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to the successfully providing the services required by this RFP. With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

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In the event the bidder must hire or otherwise engage management, supervisory and/or key personnel if awarded the contract, the bidder should include a recruitment plan for such personnel. Such recruitment plan should demonstrate that the bidder will be able to initiate and complete the contract within the time frame required by this RFP.

4.4.3.4 Basic Experience and Qualification Requirements

The following are the basic requirements that the State will require as prerequisites for consideration to be the contractor for the Airport:

The contractor shall have a minimum of ten (10) years experience in the management or operation of a public use airport or the management or operation of an FBO at a public use airport, of comparable size or larger than the Airport. Comparable size would be 75 based aircraft and not less than 30,000 annual operations, and would include landlord-tenant responsibilities for airport tenants. The contractor shall submit proof of the above airport experience adequate to substantiate its claim. In the event a proposal is submitted by a joint venture, the prerequisite will be considered satisfied if the joint venture itself, or any of its key participants individually, can meet the requirements.

The proposed contractor shall submit a listing of all airport management related work or contracts that were performed by or are currently being performed by the proposed operator within the last ten (10) years.

Include for each contract listed the name and address of the contracting party; the locations where the work was performed; duration of the contract; the approximate annual gross revenue realized from the contract; a summary of the types of work performed; and the names, address and telephone numbers of the owner's representatives familiar with the bidder's performance that the State may contact.

The proposed contractor must be able to meet all applicable requirements contained in New Jersey Administrative Code Title 16, Chapter 54, Licensing of Aeronautical and Aerospace Facilities, and, if required Title 16, Chapter 55, Licensing of Aeronautical Activities.

4.4.3.5 Backup Staff

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

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In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or must be replaced during the contract term.

4.4.3.6 Organization Chart (Entire Firm)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned the contract to the bidder's overall organizational structure.

4.4.3.7 Experience of Bidder on Contracts of Similar Size and Scope

The bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to those required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

4.4.3.8 Financial Capability of the Bidder

The bidder shall provide proof its financial capacity and capability to undertake and successfully perform the contract. The bidder shall submit with its bid proposal the following:

- a. Certified financial statements including applicable notes reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or
- b. Where certified financial statements as set forth above are not available, then either reviewed or compiled statements from and independent accountant setting forth the same information shall be provided.
- c. The name and address of the bidder's bank; chief banking representative handling the bidder's account and the bidder's federal employer information number (FEIN number).

4.4.3.9 Subcontractor(s)

4.4.3.9.1 Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for

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the subcontractor's(s'): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.

4.4.3.9.2 The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.

4.4.3.9.3 The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.

4.4.3.9.4 The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.4 Section 4 - Cost Proposal

The bidder shall submit a completed Exhibit C setting forth the bidder's proposed operating budget and monthly fixed fee for the first year of the contract. The bidder shall also provide detailed annual estimates of gross revenues and expenses for each year of Airport operations, to include all costs of development, rationally related to the percentages of gross revenue it proposes to pay the State and the estimated amount of such payments. However, inasmuch as the State is not proposing to enter into a joint venture with the contractor, gross revenue shall not include any of contractor's expenses.

The bidder shall also fill out the price lines for the fixed monthly fee payable by the contractor, to be indexed annually by the Consumer Price Index, and the percentage(s) of gross revenue it is proposing to pay to the State on an annual basis. Both the fixed fee, indexed by the Consumer Price Index(All Urban Consumer - New York/Northern New Jersey) and the percentage of gross revenue payable to the State may change with the term of the lease, as long as such changes are set forth in detail and explained in the bid proposal.

5.0 CONTRACTUAL TERMS AND CONDITIONS

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP including the State Standard Terms and Conditions, any addenda to this RFP, the contractor's bid proposal, and the Division's Notice of Award. In addition, the contract shall include a lease attached hereto as Exhibit B. The contractor shall agree to all of the material terms and conditions of the lease document. The contract award is subject to the approval of the State House Commission.

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In the event of a conflict between the provisions of the RFP and the State Standard Terms and Conditions, the terms of the RFP shall govern. In the event of a conflict between the provisions of this RFP and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP including any addendum to this RFP, and the bidder's proposal, the RFP and/or addendum shall govern.

5.2 Performance Bond

Not applicable to this procurement.

5.3 Foreign (Out of State) Corporations

All foreign corporations receiving a notice of contract award shall be afforded seven (7) days thereafter to register with the Division of Revenue.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of twenty (20) years, unless earlier terminated pursuant to the terms of this RFP. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

Not applicable to this procurement.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only

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be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

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The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are provided by the State under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

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The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director. The contractor shall not be permitted to change or profit from the name of the Airport, by, for example, selling or licensing naming rights to the Airport.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.16 Claims and Remedies

5.16.1 Claims

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1.1 et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Late Delivery

The contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain. Notification must also be provided to the Director at the address below:

The State of New Jersey
Director, Division of Purchase and Property

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Purchase Bureau
PO Box 230
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5.19 Delays

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Not applicable to this procurement.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written

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cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

The contractor shall pay to the State (in certified funds) a fixed monthly fee no later than five (5) business days after the first day of the month for which payment is being made. Such fee shall be subject to an annual adjustment based on the Consumer Price Index (All Urban Consumer - New York/Northern New Jersey). The contractor shall also pay to the State on an annual basis a percentage of gross revenue no later than April 15 the year for which payment is being made. Should any payment due and payable to the State not be made sixty (60) days after notice by the State that such payment is due, such failure to pay shall be considered a material breach of the contract between the parties and the State shall have the right to renegotiate or terminate the contract for material breach.

5.24 Year 2000 Compliance

Not applicable to this contract.

5.25 Contract Activity Report

Not applicable to this procurement.

6.0 Proposal Evaluation/Contract Award

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6.1 Proposal Evaluation Committee

Proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 Oral Presentation and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 Evaluation Criteria

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

6.3.1 The bidder's general approach and plans in meeting the requirements of this RFP.

6.3.2 The bidder's detailed approach and plans to perform the services required by the Scope of Work Section of this RFP.

6.3.3 The bidder's documented experience in successfully completing contracts of a similar size and scope to those required by this RFP.

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6.3.4 The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to those required by this RFP.

6.3.5 The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, supervisory and other staff proposed and the bidder's contract management plan, including the bidder's contract organizational chart.

6.3.6 Quality of the Proposal, including management philosophy, thoroughness and approach, and programs for customer service. (These criteria will also consider any creative and innovative proposals to the performance and cost effectiveness of the contract, as well as the nature of the proposed relationship of the contractor to the State, to tenants and to users of the airport).

6.3.7 Capacity of the proposed contractor to manage the Airport as evidenced by the previous experience of the Operator in providing airport management services, the quality, education and training of the key personnel and subcontractors, and the financial ability of the contractor to maintain operations.

6.3.8 Value of the services to the State and the viability of the program for developing new business opportunities for airport revenue generation.

6.3.9 The bidder's Cost Proposal

6.4 Contract Award

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

(See Attached Appendices)

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LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	UNLESS SPECIFIED OTHERWISE BELOW: SHIP TO: 786100 / S254 MAINTENANCE AND OPERATIONS NJDOT DIV. OF AERONAUTICS T. MATTHEWS - AERONAUTICS 1035 PARKWAY AVENUE TRENTON NJ 08625				
00001	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE FIXED MONTHLY FEE PAID TO THE STATE PER RFP SECTION 5.23 *****YEARS 1 THROUGH 20***** BIDDER MUST ENTER THE FIXED MONTHLY FEE IN THE "UNIT PRICE" COLUMN AND THE EXTENDED AMOUNT (UNIT PRICE X QUANTITY) IN THE "TOTAL" COLUMN.	12	MONTH	_____	_____
00002	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR ONE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00003	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWO ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00004	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR THREE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00005	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FOUR ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00006	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FIVE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00007	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SIX ***** BIDDER MUST ENTER THE PERCENTAGE OF	1	PCNT	_____	_____

PRICE SHEET

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : 04-X-34620
OPEN DATE : 08/06/03 TIME : 2 PM
T-NUMBER : T1993

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BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.				
00008	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SEVEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00009	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR EIGHT ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00010	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR NINE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00011	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00012	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR ELEVEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00013	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWELVE ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00014	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR THIRTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____

PRICE SHEET

TERM CONTRACT - ADVERTISED BID PROPOSAL

DEPT OF TREASURY
PURCHASE BUREAU
STATE OF NEW JERSEY
33 WEST STATE ST 8TH FL
PO BOX 230
TRENTON

NJ 08625-0230

NUMBER : 04-X-34620
OPEN DATE : 08/06/03 TIME : 2 PM
T-NUMBER : T1993

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BIDDER :

LINE NO.	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
00015	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FOURTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00016	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR FIFTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00017	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SIXTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00018	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR SEVENTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00019	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR EIGHTEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00020	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR NINETEEN ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____
00021	COMMODITY CODE: 794-46-046128 AIRPORT OPERATOR SERVICES - DOT THE PERCENTAGE OF GROSS REVENUE PAID TO THE STATE PER RFP SECTION 5.23. ***** YEAR TWENTY ***** BIDDER MUST ENTER THE PERCENTAGE OF GROSS REVEUE PAID TO THE STATE IN THE "UNIT PRICE" COLUMN. DO NOT USE THE "TOTAL" COLUMN.	1	PCNT	_____	_____

NOTICE TO ALL BIDDERS

NOTICE OF INTENT TO SUBCONTRACT FORM

SUBCONTRACTOR UTILIZATION PLAN FORM

PROCEDURES FOR MINORITY-OWNED AND WOMAN-OWNED BUSINESS PARTICIPATION AS SUBCONTRACTORS

The contract(s) to be awarded as a result of this Request for Proposal (RFP) will include minority-owned and woman-owned business subcontracting goals pursuant to NJAC 17:13-4.1(a)2. Each bidder is required to make a good faith effort to meet the set-aside subcontracting goals of awarding seven percent (7%) and three percent (3%) respectively, of the value of the contract to New Jersey-based, New Jersey Commerce and Economic Growth Commission (Commerce)-certified or -certifiable minority-owned and woman-owned businesses. Bidders must respond to this requirement by completing the *Notice of Intent to Subcontract* form. Failure to include a completed and signed *Notice of Intent to Subcontract* form will be sufficient cause to reject a bidder's proposal as non-responsive.

Any bidder intending to subcontract, pursuant to Section 3.11 of the Standard Terms and Conditions, must complete the *Subcontractor Utilization Plan (Plan)*. Bidders are instructed to list **all** proposed subcontractors on the *Plan*. A bidder intending to subcontract, must include a completed and signed *Plan* or be subject to rejection of its proposal as non-responsive.

DEFINITIONS:

"New Jersey-based business" means a business that has its principle place of business located in the State of New Jersey.

"Minority-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a person/persons who is/are African American, Latino or Asian American.

"Woman-owned business" means a business that is independently owned and operated and at least 51 percent (51%) of which is owned and controlled by a woman or women.

"Commerce-certified or -certifiable" means a business that meets the requirements and definitions of *minority-owned* and/or *woman-owned* business and has been certified as such or can become certified as such by Commerce. A certification document is issued by Commerce to certified businesses.

"Eligible" means a Commerce-certified or -certifiable minority-owned or woman-owned business that has its principal place of business located in the State of New Jersey.

PROCEDURE:

If a bidder intends to subcontract with eligible businesses, the following actions should be taken to achieve set-aside subcontracting goal requirements:

1. Attempt to locate eligible businesses appropriate to the RFP;
2. Request a listing of minority-owned and woman-owned businesses from Commerce;
3. Record efforts to locate eligible businesses, including the names of businesses contacted and the means and results of such contacts;
4. Provide all potential subcontractors with detailed information regarding the specifications;
5. Attempt, whenever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes;

PROCEDURE, continued:

6. Obtain, in writing, the consent of the subcontractor to use its name in response to the RFP; and,
7. Maintain adequate records documenting efforts to meet the set-aside subcontracting goals.

Additionally, if awarded the contract, the bidder shall notify each subcontractor listed in the *Plan*, in writing.

Proposals should also contain the following items with the *Plan*, as applicable:

1. A copy of Commerce's proof of certification for each minority-owned and/or woman-owned business proposed as a subcontractor, or proof that the business has applied for Commerce certification; and,
2. Documentation of the bidder's good faith effort to meet the goals of the set-aside subcontractor requirement in sufficient detail to permit the evaluation committee to effectively assess the bidder's effort to comply if the bidder has failed to attain the statutory goals.

The Division of Purchase and Property may review at any time the subcontracting efforts of the conforming bidders to determine if they have either achieved the set-aside subcontracting goal requirement or engaged in good faith efforts.

Bidders seeking eligible businesses and/or certification of minority-owned and/or woman-owned businesses should contact:

New Jersey Commerce and Economic Growth Commission
Office of Small Business
20 West State Street
PO Box 820
Trenton, New Jersey 08625-0820

Telephone: (609) 292-2146

Each bidder awarded a contract for a procurement which contains the set-aside subcontracting goal requirement shall fully cooperate in any studies or surveys which may be conducted by the State to determine the extent of the bidder's compliance with NJAC 17:13-1.1 et seq., and this *Notice to All Bidders*.

REQUIRED SUBMISSION

STATE OF NEW JERSEY
DIVISION OF PURCHASE AND PROPERTY (DPP)
NOTICE OF INTENT TO SUBCONTRACT FORM

THIS **NOTICE OF INTENT TO SUBCONTRACT** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

DPP Solicitation Number	DPP Solicitation Title:
Bidder's Name and Address:	

INSTRUCTIONS: PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED **SUBCONTRACTOR UTILIZATION PLAN** WITH THEIR BID PROPOSALS.

If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, pursuant to Section 3.11 of the Standard Terms and Conditions, I will submit the **Subcontractor Utilization Plan (Plan)** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors. Additionally, I certify that in engaging subcontractors, I will make a good faith effort to achieve the subcontracting set-aside goals established for this contract, and I will attach to the **Plan** documentation of such efforts in accordance with NJAC 17:13-4 and the **Notice to All Bidders**.

PRINCIPAL OF FIRM:

(Signature)

(Title)

(Date)

REQUIRED SUBMISSION

STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY (LPP) <b style="font-size: 1.2em;">SUBCONTRACTOR UTILIZATION PLAN <small>(REFERENCED IN RFP STANDARD TERMS AND CONDITIONS)</small>	DPP Solicitation No.: _____
NOTE: If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid as non-responsive.	DPP Solicitation Title: _____
Bidder's Name and Address: _____ _____ _____	☐ Bidder's Telephone No.: _____ ☐ Bidder's Contact Person: _____

INSTRUCTIONS: List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	CERTIFIED WITH NJ COMMERCE AND ECONOMIC GROWTH COMMISSION *				TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACTS
	MINORITY-OWNED		WOMAN-OWNED			
	YES	NO	YES	NO		

* For those Bidders listing Minority-Owned and Woman-Owned Subcontractors: Attach copies of NJ Commerce & Economic Growth Commission Certification or application for Certification for each subcontractor listed. If bidder has not achieved established subcontracting set-aside goals, also attach documentation of good faith effort to do so in accordance with NJAC 17:13-4 and the Notice to All Bidders.

I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.

PRINCIPAL OF FIRM:

_____ (Signature) _____ (Title) _____ (Date)