



**SOUTH JERSEY TRANSPORTATION AUTHORITY
Request for Proposals**

**FINANCE, DESIGN, CONSTRUCT, OPERATE AND
MAINTAIN A QUICK TURN AROUND FACILITY FOR THE
RENTAL CAR COMPANIES AT ATLANTIC CITY
INTERNATIONAL AIRPORT**

**Proposals Due:
Thursday, January 26, 2017 at 4:00 p.m.**
at the SJTA Administration Building located at
the Farley Service Plaza in Elwood, NJ

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

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

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

**Phone: 609-965-6060
Fax: 609-965-7315
bids@sjta.com**

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STATEMENT OF RIGHTS

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

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

NOTICE

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

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

The SJTA does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the Open Public Records Act, the Proposer will be advised of the request, and may expeditiously submit to the SJTA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the SJTA in making its determination as to whether disclosure is proper under the law.

The SJTA has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The SJTA does not guarantee or warrant the correctness of this information; moreover, the SJTA accepts no responsibility for any omissions or deletions of information relating to this Request For Proposals.

DISCLAIMER

“The contents and information provided in this Request for Proposals (RFP) is meant to provide general information to interested parties, and in no way reflects the adherence of the South Jersey Transportation Authority to any public bidding requirements. The successful Proposer shall be required to execute an Agreement with the SJTA that will govern the rights, duties and obligations between the SJTA and the successful Proposer. ACCORDINGLY, THE TERMS SET FORTH WITHIN THIS REQUEST FOR PROPOSALS SHALL NOT CONSTITUTE ANY CONTRACT BETWEEN THE SJTA AND THE SUCCESSFUL PROPOSER. MOREOVER, THE SJTA ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS REQUEST FOR PROPOSALS. However, the successful proposal will become part of the Agreement.”

1.0 INFORMATION FOR PROPOSERS

Purpose and Intent

The **South Jersey Transportation Authority** (“SJTA” or “Authority”) is an independent agency of the State of New Jersey authorized by the provision of N.J.S.A. 27:25A-1 et seq. and is the owner and operator of the Atlantic City International Airport (“Airport”).

The Airport is located in Egg Harbor Township NJ, in the County of Atlantic, in calendar year 2015 the airport served 1,211,167 passengers. Currently there is one scheduled commercial carrier, Spirit Airlines, as well as multiple charter carriers who service the needs of the nearby casinos and tourism industry. The Authority leases approximately 2,200 acres on the airfield from the FAA’s William J. Hughes Technical Center and owns 84 acres where the terminal and other landside buildings are located. The Airport is served by four rental car companies; Hertz, Budget, Avis and Enterprise

The SJTA and the rental car companies desire to have a Quick Turnaround Facility financed, designed and constructed in an area located within the 84 acres that the Authority owns. The Authority and rental car companies also desire to have the proposer maintain and operate the facility after the construction is complete

Pursuant to N.J.S.A. 27:25A-7(j) and (l), the SJTA is authorized to “set and collect rents, fees, charges or other payments for the lease, use, occupancy or disposition of properties owned or leased” by the SJTA, and also to “lease as lessee or lessor, own rent, use, hold and dispose of real property”. It is the intention of the SJTA to enter into long-term leases, with renewal options, with qualified developers for the development of the Quick Turn Around Facility.

It is the intent of the Authority to award a contract to the responsive Proposer whose proposal conforms to the specifications in the RFP, and provides the greatest benefit to the Authority, Rental Car Companies and the patrons using the Airport.

Anticipated Procurement Schedule

RFP Available	Thursday, December 8, 2016 after 1:00 PM
Pre-Proposal Meeting	Thursday, January 5, 2017 at 11:00 AM
Questions Deadline	Thursday, January 12, 2017 at 4:00PM
Proposals Due	Thursday, January 26, 2017 at 4:00 PM
Anticipated Award	March 2017 Board Meeting

In order to be considered for selection, proposals must be received no later than **4:00 PM on Thursday, January 26, 2017** at the address listed below. Proposers mailing proposals should allow for their normal mail delivery time to ensure timely receipt of their proposals. **Please be advised that using overnight delivery services does not guarantee next day deliveries to our location.**

Pre-Proposal Meeting

All potential proposers are strongly encouraged to attend a non-mandatory Pre-Proposal meeting and site visit on **Thursday, January 5, 2017 at 11:00 AM at**

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

Proposal Guarantee

Each proposal submitted must be accompanied by a proposal guarantee in the form of a proposal bond, certified check, or cashier's check in the amount of \$10,000. Said bond or check shall be held as a guarantee that in the event a proposal is accepted, a contract will be promptly executed, acknowledged and accepted by the Proposer, and in default thereof, said proposal security in the amount represented thereby shall be forfeited to the Authority as liquidated damages. All deposits shall be held by SJTA until SJTA has executed a signed Agreement with the selected Proposer. Proposal guarantees, only if issued in the form of a check, will be returned to Proposers as soon as possible after the award of the contract.

Transaction Structure

It is anticipated that the agreement will be consistent with the following terms:

- The property will be leased under a ground lease management agreement for a minimum of Fifteen (15) years, with the potential to extend the term for two (2) additional five (5) year terms, at the Authority's sole discretion.
- Proposals are expected to identify land rent at a current fair market rate and other fees to the Authority if applicable.
- Upon expiration of the land lease, all buildings, developments and improvements contained in the land lease area shall revert back to Authority.
- The successful proposer shall be responsible for all financing, engineering, design, permits and approval costs, construction, management, operating and maintenance costs, and any development and/or improvement costs including costs associated with extending utility infrastructure, and shall incur all risks of any financing, management, operating, maintenance, development and/or improvements.
- All developments and improvements shall be subject to Authority prior approval.
- The agreement shall present no cost or risk to SJTA.
- The successful proposal will be included as part of the contract document.

Submission of Proposals

Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to evaluate the proposer's demonstrated experience, qualifications, financial capability, and work plans.

One (1) original and eleven (11) copies of the proposal are to be submitted in sealed envelopes, securely fastened and marked on the exterior with the name and address of the proposer, proposal due date and the title “**Finance, Design, Construct, Operate and Maintain a Quick Turn Around Facility**”. Proposals must be submitted with a cover letter signed by a principal or officer of the proposer.

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

Physical/Courier (Fedex/UPS) Address:

South Jersey Transportation Authority
Farley Service Plaza
Atlantic City Expressway, M. P. 21.3
Elwood, NJ 08217
Attn: Purchasing Department

Mailing (USPS) Address:

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

Phone: 609-965-6060

Fax: 609-965-7315

bids@sita.com

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

Questions or Requests for Clarification

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

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

Questions must be received no later than **4:00 PM on January 12, 2017.** Questions received after this date and time may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

Issuance of Addenda

Responses to all questions of substantive nature will be answered in the form of an addendum. The SJTA shall be the sole judge of the question viability. Any informal explanation, clarification, or interpretation will not bind SJTA, oral or written, by whoever made, that is not incorporated into an addendum.

Addenda will be issued and posted on the Authority's website at www.sjta.com, under "Bids & Contracts". **There are no designated dates for release of addenda. Therefore interested Proposers should check the Authority's website on a daily basis from the time of the RFP issuance through the proposal due date.** It is the sole responsibility of the Proposer to be knowledgeable of all addenda related to this procurement. The Proposer is also responsible for acknowledging receipt of addenda by signing and returning via fax to the Purchasing Department at (609) 965-7315. Additionally, the Proposer must complete the "Acknowledgement of Receipt of Addenda" form, which is included in this RFP as a required Checklist item. Failure to acknowledge receipt of all addenda may render a proposal as non-responsive.

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

Interpretations and Corrections Binding

Only questions answered by formal written addenda will be binding and prospective Proposers are warned that no officer, agent, or other employee of the SJTA or its representatives is authorized to give verbal information concerning, explaining or interpreting the RFP.

Equal Opportunity Requirements

(1) Affirmative Action

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

(2) Small Business Participation

Policy Statement of the South Jersey Transportation Authority

In accordance with Executive Order No. 84 signed by Governor James J. Florio on March 5, 1993 and Executive Order No. 71 signed by Governor James E. McGreevey on October 2, 2003, it is the policy of the South Jersey Transportation Authority (the "Authority" or "SJTA") that Small Business

Enterprises (“SBE”), as determined and defined by the New Jersey Commerce and Economic Growth Commission (“Commerce Commission”) and the Department of the Treasury (“Treasury”) in N.J.A.C. 12A:10-1 et seq. and N.J.A.C. 12A:10A-1 et seq., respectively, have the opportunity to compete for and participate in the performance of contracts to the purchase of goods and services and for construction services required by the Authority. The Authority further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBE’s have these opportunities.

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

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

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

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and/or the SJTA and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the SJTA with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

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

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

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

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

State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

2. **Professional Services** (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%

Asian Americans -- 1.47%

Hispanics -- 1.1%

Native Americans -- 0.07%

Caucasian Females -- 3.74%

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

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%

Asian Americans -- 0.85%

Hispanics -- 0.67%

Native Americans -- 0.05%
Caucasian Females -- 1.96%

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

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%
Asian Americans -- 1.74%
Hispanics -- 1.32%
Native Americans -- 0.10%
Caucasian Females -- 4.45%

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

Proposer Responsibility

The Proposer assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a Proposer's failure to be knowledgeable as to all of the requirements of this RFP. The SJTA assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a proposal in response to this RFP.

Review of Proposals

The SJTA, in accordance with law, reserves the right to reject any and all proposals received in response to this RFP, when determined to be in the SJTA's best interest, and to waive minor noncompliance in a proposal. The SJTA further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Proposers submitting proposals in response to this RFP. In the event that all proposals are rejected or if the SJTA, at any time, deems the number of qualified Proposers receiving designations as the result of this RFP to be insufficient to meet the potential needs of the SJTA, or for any other reason, the SJTA reserves the right to re-solicit proposals. The SJTA shall not be deemed obligated at any time to award any contract to any Proposer.

Contents of Proposal

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

A Proposer may designate specific information as not subject to disclosure when the Proposer has a good faith legal/factual basis for such assertion. The SJTA reserves the right

to make the determination concerning such assertion, and will advise the Proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **THE SJTA WILL NOT HONOR ANY ATTEMPT BY A PROPOSER EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

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

Signatures

An officer authorized to make binding commitments for those Proposers making proposals shall sign each proposal.

Incurring Costs

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

Acceptance of Proposals

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

Award of Contract

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

Final Contract

The contract entered into with the successful Proposer(s) shall be a contract that shall be satisfactory to the SJTA in accordance with the laws of the State of New Jersey. It is understood that the contract shall be awarded on the basis of a professional contract for services and lease of property within the intent of the statutes and laws of the State of New Jersey.

Dissemination of Information

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

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

Revisions to the Request for Proposal

In the event it becomes necessary for the Authority to revise any part of this RFP, revisions will be provided to all Proposers who received the initial RFP. If revisions are necessary after conducting the oral presentations, such revisions will only be provided to those Proposers participating in the oral presentations.

Modification or Withdrawal of a Proposal

Proposal modifications submitted will be considered if received by the SJTA at the specified location before the time set for receipt of proposals. The modification shall be duly executed by the firm or its authorized representative, and shall be clearly labeled as a modification. Modifications received after the time specified for receipt of proposals will not be considered. Telegraphic, tele-facsimile or e-mail modifications will not be considered.

Modifications of proposals already submitted shall be submitted in a sealed envelope, clearly marked with RFP name, proposal due date and name of firm. Firms shall assume the risk that its failure to comply with these requirements may result in the modification being opened prematurely, or not opened at all.

Proposals may be withdrawn at any time prior to the time specified for the receipt of proposals by filing a written withdrawal with the SJTA, duly executed by the firm or its authorized representative. The withdrawal of a proposal does not prejudice the right of the firm to file a new proposal.

Prime Contractor Responsibilities

The selected Proposers will be required to assume sole responsibility for the complete effort as required by this RFP. The Authority will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

Assignment

The selected Proposer(s) is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of an agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the express written consent of the Authority.

Accounting Records

The selected Proposer(s) is required to maintain accounting records and other evidence pertaining to costs incurred and to make records available to the Authority at all reasonable times during the contract period and for three (3) full years from the date of the final payment under the contract.

Tolls

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

Joint Ventures

If a joint venture is submitting a proposal, the agreement between the parties related 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 proposal.

The lead party of the joint venture is required to submit the Proposal Guarantee and the associated Consent of Surety, along with all other Checklist forms contained in this RFP.

The other parties of the joint venture are required to submit all forms detailed on the Checklist with exception to the Proposal Guarantee and Consent of Surety.

Disqualification of Firms

Submission of more than one (1) proposal from an individual firm, partnership, corporation or combination thereof under the same or different names shall be cause for disqualification of the proposals submitted by such entities. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested as a principal in more than one (1) proposal for the procurement contemplated may cause the rejection of all proposals submitted by such individual, firm, partnership, corporation or combination thereof.

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the bidder must certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

Insurance Requirements

****Please be advised that the Insurance requirements specified below are the minimum requirements of the South Jersey Transportation Authority and may be raised following negotiations with the successful proposer(s) based on the nature of the proposals received.**

Proposers agree to this stipulation by signing the Required Insurance Acknowledgement Form contained herein.

1. Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term Contractor shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services shall not commence until the Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Contractor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
2. The Contractor shall require all Subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor. Any obligations imposed upon the Contractor as part of this contract shall be so imposed upon any and all Subcontractors as well.
3. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.
4. The South Jersey Transportation Authority, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees,

agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor to name other parties as additional insureds as required by the Authority. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
6. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.
7. Any deductibles or self insured retention's (SIR) of \$10,000 or greater shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies), and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
8. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.
9. There shall be no liability upon the Authority, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor waives all rights of recovery against the Authority and all the additional insured's for loss or damage covered by any of the insurance maintained by the Contractor.
 - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
11. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
13. Contractor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the Contract. The Contractor shall

forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).

14. No Aviation or Aircraft related exclusions are permitted on any of the Contractor's insurance policies.

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

CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form ("Occurrence Form") including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;
 - General aggregate limit applying on a per project basis;
 - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements);
 - No exclusions for development, construction, building conversion, etc. with respect to the project's location and/or where the work is to be completed by the Contractor;
 - Coverage for "Resulting Damage";
 - No sexual abuse or molestation exclusion;
 - No amendment to the definition of an "Insured Contract";
 - Endorsed to include completed operations coverage for snow plow operations, per CG 22 92 12 07 or equivalent.
2. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
 - For Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
 3. Workers' Compensation insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage; employer's liability insurance with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.
 1. United States Longshore & Harbor Workers Act Coverage, where applicable.
 2. Includes Sole Proprietorships and Officers of a Corporation who will be performing the work.

3. Where applicable, if the Contractor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.
4. Professional Liability: Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing, Physicians and Risk Management Consultants) shall provide liability and/or malpractice insurance with minimum limits of \$3,000,000. The definition of "covered services" shall include the services required in the scope of this contract.
5. Umbrella Liability or Excess Liability insurance with minimum limits of:
 - \$10,000,000 per occurrence;
 - \$10,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$10,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

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

Minimum Limits of Liability:
 \$2,000,000 Per Occurrence
 \$2,000,000 Aggregate

8. Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones) (If Designated by Contractor's Scope of Work): If contractor utilizes any owned, leased, hired, or borrowed aircraft or UAS, coverage for bodily injury, property damage, personal and advertising injury arising out of the above shall be maintained.

Minimum Limits of Liability:
 \$10,000,000 Per Occurrence
 \$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for “any aircraft used in the Insured’s operations” for “any operations or projects of the Insured”.

9. Crime (If Designated by Contractor’s Scope of Work):
 - Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
 - The Employee Theft Coverage part shall include the Clients’ Property Endorsement (ISO Form CR 04 01, or its equivalent).
 - Minimum Limits of Liability: \$1,000,000 Per Occurrence
10. Privacy Liability (If Designated by Contractor’s Scope of Work):
 - Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, which may arise from their work with this contract.
 - Minimum Limits of Liability: \$1,000,000 Per Claim / \$1,000,000 Aggregate
 - Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence
11. Property Coverage (If Designated by Contractor’s Scope of Work):
 - Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.
 - Valuable Papers coverage is to be included with a minimum \$500,000 Limit.
12. Owned, Leased, Rented or Borrowed Equipment (If Designated by Contractor’s Scope of Work):
 - Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.

INDEMNIFICATION

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

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

These Indemnification provisions shall survive the termination of this contract.

2.0 SCOPE OF SERVICES/WORK

Introduction

The SJTA requests experienced proposers to finance, design, construct, operate and maintain a Quick Turn Around Facility for the Rental Car Agencies at the Atlantic City International Airport. The Operation and Maintenance of the Facility shall be included as an add alternate and the SJTA shall decide whether to include this in the final contract with the successful proposer. The SJTA and the Rental Car Agencies had an Assessment of Alternatives Study prepared by AECOM. The study is included as Document D, please note the study encompasses two projects, this RFP is only for the Quick Turn Around Facility, not the Rental Car Exit Lane. The preferred location of the facility is Alternative 2A found in the study. Some of the requirements of what is to be included in the facility is also found in Document D, however these requirements serve as a sampling of what is to be included. The SJTA is seeking creative proposals from firms that have a proven combination of experience, financial capability, and expertise in developing projects similar to this one. The Authority has \$1,509,219.74 in the Rental Car Customer Facility Charges (CFC) Fund at the time of the advertisement of this RFP. A portion of these funds can be utilized for the financing of this project as well as a portion of future CFC collections. For the purpose of financing the project please see Document B and Document C. Document B provides past CFC collections from 2011 through August of 2016 and annual passenger numbers from 2011 through 2015 are found in Document C.

Purpose

The SJTA's immediate objective is to select and designate a developer to finance, design, construct, operate and maintain the Quick Turn Around Facility consistent with the vision, strategic goals and the public purpose of the SJTA. While it is the SJTA's objective to maximize the economic potential of the property, achieving this economic potential is not paramount and must be balanced against the public purpose of the SJTA, the transportation goals of the SJTA, the business needs of the SJTA and the Rental Car Agencies. Development is encouraged that will produce new economic activity that benefits the region and supports the surrounding communities. The primary goals of this RFP are twofold:

- To provide a more efficient way for the Rental Car Agencies to perform the functions that would be located in the Quick Turn Around Facility, as opposed to how it is done today without the facility.
- Revenue generation for the SJTA

Interruptions in the Operation of the Airport

The SJTA does not contemplate any interruptions in the operation of the airport. Therefore the Proposer shall present no claims for lost revenue during the period of the agreement that result from this RFP.

Labor, Training and the Cost of Service

The Proposer shall utilize its own labor, at its own expense, to perform all work associated with the finance, design, construction, operation and maintenance of the proposed facility. Each contractor employee working on and around the SJTA property must be safety-trained

and briefed by the SJTA in accordance with the SJTA certification and re-certification procedures prior to working on SJTA property. It will be necessary for the selected Proposer to compensate SJTA for certain services it provides to allow for the development, installation or maintenance of any proposed facilities on or in the SJTA rights-of-way or other facilities, if these activities result in the need to provide additional safety precautions, such as flagmen or State Police protection. In these situations, the SJTA will bill the selected Proposer for all direct and indirect costs of labor and materials.

Land Improvements

In addition to all other necessary approvals, plans and specifications for proposed land improvements, all improvements must be submitted to the SJTA for review and approval prior to any construction work. The SJTA requires a minimum of 90 days notice to coordinate construction of any approved facility. Copies of all approved construction plans will be available at the construction site until the work is completed. As this project will be taking place on SJTA owned or leased property all permits will be issued by the State of New Jersey Department of Community Affairs. The cost of all such permits will be the responsibility of the selected proposer.

Construction proposed by the Proposer shall not disrupt the operation of the airport. All work must be coordinated with the SJTA and the SJTA and the Rental Car Agencies shall have final approval on the design of the facility.

The SJTA reserves the right to inspect all work done by the Proposer or its agents. The SJTA will be fully reimbursed for all inspection personnel required for the safe and proper completion of the work. The SJTA will invoice the Proposer for these and all other expenses associated with the construction of facilities improvements.

Required regulatory agencies approval will be the sole responsibility for the Proposer to obtain at its sole expense and furnish to the SJTA prior to the implementation of the facility improvements.

3.0 REQUIRED COMPONENTS OF THE PROPOSAL

Overview

Interested and qualified parties should submit a response to **SJTA's Request for Proposals – Finance, Design, Construct, Operate and Maintain a Quick Turn Around Facility at Atlantic City International Airport**. Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA to evaluate the proposer's experience and qualifications, technical approach and cost. Information being provided must relate to the specific services needed for this project. Please provide the following information:

Proposals must respond to each of the following requests in the order indicated.

- I. Title Page
- II. Transmittal Letter
- III. Table of Contents
- IV. Executive Summary of Response to RFP
- V. Project Proposal - SJTA will evaluate the firm's proposed project concept. Proposers shall:
 - Describe the projects key elements
 - Demonstrate an understanding of agencies involved in carrying out the various project tasks.
 - Describe potential pitfalls or areas of concern for which the Management team must be prepared.
 - Describe any capital improvements that the proposer seeks to implement.
 - Describe any other unique situations that your firm will be prepared to manage and address.
- VI. Experience and Financial Capability of the Firm - Qualified firms will demonstrate a proven combination of experience, financial capability, and expertise in the management, operation, and maintenance of the facility. Firm should also have with experience partnering with public agencies. Proposers shall:
 - Describe, in detail, the financial capability of the firm;
 - **The Proposal shall provide audited financial statements, or comparable documentation, for the five (5) most recent fiscal years.**
 - Describe, in detail, the experience of operating projects of a similar size;
 - Describe, in detail, the level of services available from the firm;
 - Identify client references for those projects (include contact name, address and phone number);
 - Identify areas of special expertise; and

- VII. Technical Approach – SJTA will evaluate the technical merits of the proposal based on completeness, interrelationships of work elements, identification of key issues. Proposers shall detail the following:
- Financing Plan – Provide a detailed Financing Plan that describes where the financing will come from and the estimated costs and the estimated amount of CFC's that will be needed to fund the project and to operate and maintain the facility after it is built.
 - Preliminary Design and Construction Schedule
 - Operations Plan - Provide a detailed Operations Plan that describes the day-to-day operations including the equipment on site, staffing and contacts for the proposed facility.
 - Maintenance Plan - Provide a detailed maintenance plan that describes the day-to-day maintenance and repair of any equipment utilized at the facility.
- VIII. Financial Proposal – SJTA will evaluate the Proposer's financial offer for the term of the lease. The SJTA will evaluate the financial proposal forms based on what gives the greatest benefit to the SJTA.
- Land Rent - Proposals should identify the land rent to be paid annually to the SJTA.

4.0 EVALUATION AND SELECTION

Selection Process

All proposals will be reviewed to determine responsiveness. The SJTA may reject non-responsive proposals without evaluation, but may waive minor non-compliance. An Evaluation Committee will evaluate responsive proposals. The Evaluation Committee will have a minimum of five members. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP:

- Project Proposal – Evaluation will include the how well the proposer understands the scope of work being requested in this RFP
- Experience and Financial Capability of the Firm – Evaluation will include previous experience in financing, designing, constructing, operating, and maintaining the proposed facility. Evaluation will address the financial capacity to deliver on this project. **The Proposal shall provide audited financial statements, or comparable documentation, for the five (5) most recent fiscal years.**
- Technical Approach – Evaluation will be on the proposals approach to financing, designing, constructing, operating and maintaining the facility. This proposal should include any substantive financing plans, operation plans, and maintenance plans that demonstrate a sound approach developing this project for the SJTA and Rental Car Agencies.
- Financial Proposal – A financial proposal will be evaluated on overall value to the SJTA when considering the land rent and any other fees payable to the SJTA.

Proposers are advised that the SJTA reserves the right to meet with Proposers to discuss details of their proposal and/or to request written clarification or additional details necessary to clearly understand the proposal. All such additional, supplemental or clarifying information may be considered as part of the technical evaluation of proposals. Meetings shall be held at the request of the SJTA and shall take place prior to the opening of competitive negotiations.

5.0 CONTRACT AWARD

The final award will be based on consideration of all information provided as part of the proposal as well as any additional information gathered during the evaluation period or which may be requested prior to the award.

Upon recommendation of award, the Authority must seek approval of its governing board at a scheduled board meeting. A resolution must be passed by the Board that is subject to the Governor's veto period. Upon expiration of the veto period, the Authority can then award a contract to the successful proposer.

CHECK LIST

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

If checked, Required by SJTA	Check off as Read, Signed & Submitted
<input checked="" type="checkbox"/> 1. CHECK LIST	
<input checked="" type="checkbox"/> 2. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY "EXHIBIT A" LANGUAGE (Professional Services)	
<input checked="" type="checkbox"/> 3. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY "EXHIBIT B" LANGUAGE (Construction)	
<input checked="" type="checkbox"/> 4. PROPOSAL GUARANTEE	
<input checked="" type="checkbox"/> 5. A CERTIFICATE FROM A SURETY COMPANY - Consent of Surety is required with all proposals. <i>This form can be substituted by Consent of Surety supplied by the Proposer's Surety Company</i>	
<input checked="" type="checkbox"/> 6. QUALIFICATION CERTIFICATE	
<input checked="" type="checkbox"/> 7. **NEW – STATEMENT OF OWNERSHIP (3 pages)	
<input checked="" type="checkbox"/> 8. NON-COLLUSION AFFIDAVIT	
<input checked="" type="checkbox"/> 9. DEBARRED LIST AFFIDAVIT	
<input checked="" type="checkbox"/> 10. NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC) AFFIDAVIT	
<input checked="" type="checkbox"/> 11. AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT/SERVICE	
<input checked="" type="checkbox"/> 12. NJ BUSINESS REGISTRATION CERTIFICATE (sample attached)	
<input checked="" type="checkbox"/> 13. PREVAILING WAGE ACT COMPLIANCE DECLARATION	
<input checked="" type="checkbox"/> 14. PUBLIC WORKS CONTRACTOR REGISTRATION	
<input checked="" type="checkbox"/> 15. SET-OFF FOR STATE TAX	
<input checked="" type="checkbox"/> 16. REQUIRED INSURANCE ACKNOWLEDGMENT (see Insurance Requirements)	
<input checked="" type="checkbox"/> 17. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM	
<input checked="" type="checkbox"/> 18. EXECUTIVE ORDER #129 VENDOR DISCLOSURE FORM	
<input checked="" type="checkbox"/> 19. EXECUTIVE ORDER #189 VENDOR CODE OF ETHICS AFFIDAVIT	
<input checked="" type="checkbox"/> 20. DISCLOSURE/CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN (3 pages)	
<input type="checkbox"/> 21. **NEW - INSTRUCTIONS FOR 2-YEAR VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (4 pages)	
<input checked="" type="checkbox"/> 22. **NEW - 2-YEAR CHAPTER 51 / EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (3 pages)	
<input checked="" type="checkbox"/> 23. **NEW ACKNOWLEDGEMENT OF REQUIRED FAA CONTRACT PROVISIONS FOR NON-AIP PROJECTS	

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

(Company)

(Title)

(Signature)

(Date)

(Name - please print or type)

EXHIBIT A **(Revised 4/10)**
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

(Name of Company)

(Signature of Representative)

(Date)

EXHIBIT B **(REVISED 4/10)**
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27- 7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed

by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27- 7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

- (i) The contractor or subcontractor shall interview the referred minority or women worker.
- (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
- (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
- (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

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

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

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

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

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

(Name of Company)

(Signature of Representative)

(Date)

PROPOSAL GUARANTEE

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

(Name of Company)

(Signature of Representative)

(Date)

CONSENT OF SURETY

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

Sample wording is as shown below:

CONSENT OF SURETY

_____, _____ duly qualified to transact
(name of surety company) (address)

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

located at _____ is the successful Bidder for
(address)

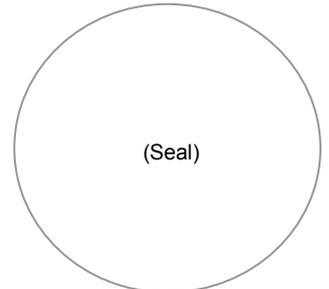
_____ it as surety, will provide the Bidder with a
(describe contract work here)
bond in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated this _____ day of _____, 20____.

(name of surety company)

By _____
(name of attorney in fact)

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



QUALIFICATION CERTIFICATE

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

(Name of Organization)

Remarks:

STATE of _____

COUNTY of _____

_____ being duly sworn deposes and says that he/she is
(Name)

_____ of the above _____
(Title) (Name of Organization)

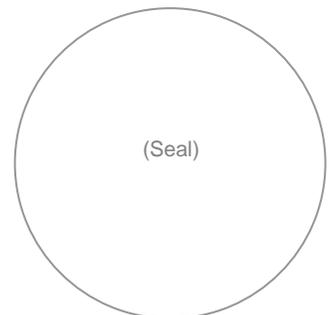
and that he swears to the foregoing questions and all statements therein are true and correct.

Notarization Section

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public of _____

My Commission Expires _____



STATEMENT OF OWNERSHIP – 3 pages
(OWNERSHIP DISCLOSURE CERTIFICATION)

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

Name of Business: _____

Failure of the bidder/proposer to submit the required information
is cause for automatic rejection of the bid or proposal

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

OR

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Name: _____

Name: _____

Address: _____

Address: _____

Part III Any Direct or Indirect Parent Entity Which is Publicly Traded:

“To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.”

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

OR

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

AND

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Subscribed and sworn before me this ___ day of

_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name of affiant and title if applicable)

(Corporate Seal if a Corporation)

NON-COLLUSION AFFIDAVIT

STATE: NEW JERSEY

COUNTY OF: _____

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

County of _____ and the State of _____ of full age, being duly

sworn according to law on my oath depose and say that:

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

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

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

(insert name of bidder)

(insert address of bidder)

(signature of affiant)

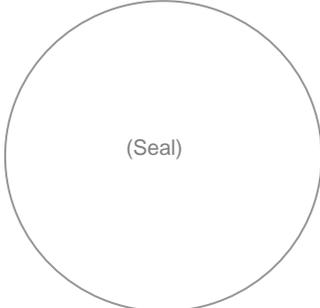
(type or print name and title of affiant under signature)

Notarization Section

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public of _____

My Commission Expires _____



STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT

STATE: NEW JERSEY

COUNTY OF: _____

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

County of _____ and the State of _____ of full age, being duly sworn

According to law on my oath depose and say that:

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

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

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

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

(insert name of bidder)

(insert address of bidder)

(signature of affiant)

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

Notarization Section

Subscribed and sworn before me this _____ day of _____ 20____.

Notary Public of _____

My Commission Expires _____



PLEASE BE ADVISED

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

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

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

STATE OF _____ : SS

COUNTY OF _____

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

I am _____, a _____
(Name) (Title, Position, etc.)
in the firm of _____ the bidder making the proposal to
_____ for work under _____
(Name of Owner) (Contract No. – Description)

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

(Name of Owner)

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

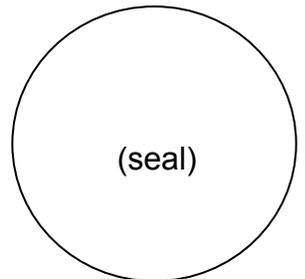
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____.

Notary Public of _____

My Commission Expires: _____



**REQUIRED AFFIRMATIVE ACTION EVIDENCE FORM FOR
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS**

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

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.

OR

2. A photocopy of their Certificate of Employee Information Report.

OR

3. A completed Affirmative Action Employee Information Report (AA302)

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

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

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

Yes _____ No _____

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

Yes _____ No _____

3. Our company has neither of the above _____ (Check here) . Please send Form AA302 (AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT). NOTE: This form will be sent **only** if your company is awarded the bid.

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

NAME _____
(Please type or print)

SIGNATURE _____

TITLE _____

DATE _____

PHONE # _____

FAX # _____

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

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

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

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

*****PLEASE NOTE FAILURE TO BE REGISTERED WITH THE STATE OF NEW JERSEY AT THE TIME OF YOUR SUBMISSION WILL BE AN AUTOMATIC CAUSE FOR REJECTION. PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE BELOW.*****

(Name of Company)

(Signature of Representative)

(Date)

SAMPLE BUSINESS REGISTRATION CERTIFICATE

(For illustrative purposes only)

Taxpayer Identification# 99-9999999/000

Dear Business Representative:

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

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

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

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

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

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: ABC Corporation	TRADE NAME: ABC Corporation	
TAXPAYER IDENTIFICATION# 99-9999999/000	CONTRACTOR CERTIFICATION# 777777	
ADDRESS 123 Main Street Your City, NJ 00000	ISSUANCE DATE: 09/13/01	
EFFECTIVE DATE: 10/01/69	 Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

PREVAILING WAGE ACT COMPLIANCE DECLARATION

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

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

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

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

(Signed)

(Name - Type or Print)

(Company Name)

(Address)

(Telephone Number)

PUBLIC WORKS CONTRACTOR REGISTRATION

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

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

For registration information, visit the Department of Labor web site at:
http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html

Contractors should take special note of the following requirements:

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

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

(Name of Company)

(Signature of Representative)

(Date)

**NOTICE TO ALL BIDDERS
SET-OFF FOR STATE TAX**

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

REQUIRED INSURANCE ACKNOWLEDGMENT

I acknowledge that I have fully read and understand the insurance requirements as detailed on pages 15 – 19 of this RFP.

Please be advised that the Insurance requirements contained herein are the **minimum** requirements of the South Jersey Transportation Authority and may be raised following negotiations with the successful proposer(s) based on the nature of the proposals received.

Proposers agree to this stipulation by signing this Required Insurance Acknowledgement Form.

(Name of Company)

(Signature of Representative)

(Date)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM

**FINANCE, DESIGN, CONSTRUCT, OPERATE AND MAINTAIN A QUICK
TURN AROUND FACILITY FOR THE RENTAL CAR COMPANIES AT
ATLANTIC CITY INTERNATIONAL AIRPORT**

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

<u>Addendum</u>	<u>How Received</u> (email, fax, pick-up)	<u>Date Received</u>

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

Acknowledged by bidder:

Name of Bidder: _____

By Authorized Representative:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

****PLEASE NOTE – FORM NOT REQUIRED IF NO ADDENDA ISSUED****

VENDOR DISCLOSURE FORM
EXECUTIVE ORDER #129

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

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

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

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

Contractor: _____ Title: _____

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

Contractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

**Procurement
Code of Ethics for Vendors
EXECUTIVE ORDER # 189**

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

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

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

1. No vendor* shall employ any SJTA officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the SJTA official or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any SJTA officer or employee any gifts or favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the SJTA will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed having more than nominal value.

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

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

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

6. This code is intended to augment, not to replace, existing administrative orders and the current SJTA Code of Ethics.

*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in seeking to do business with the SJTA.

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

Vendor: _____ Title: _____

Date: _____

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

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone
Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. Box 039
TRENTON, NEW JERSEY 08625-0039
<https://www.njstart.gov>

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

FORD M. SCUDDER
Acting State Treasurer

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

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

1.	Bank Markazi Iran (Central Bank of Iran)
2.	Bank Mellat
3.	Bank Melli Iran
4.	Bank Tejarat
5.	National Iranian Tanker Company (NITC)
6.	Amona
7.	Bank Saderat PLC
8.	Bank Sepah
9.	Belaz
10.	Belneftkhim (Belarusneft)
11.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
12.	China National Offshore Oil Corporation (CNOOC)
13.	China National Petroleum Corporation (CNPC)
14.	China National United Oil Corporation (ChinaOil)
15.	China Petroleum & Chemical Corporation (Sinopec)
16.	China Precision Machinery Import-Export Corp. (CPMIEC)
17.	Grimley Smith Associates
18.	Indian Oil Corporation
19.	Kingdram PLC
20.	Maire Tecnimont SpA
21.	Nafiran Intratrade Company (NICO)
22.	Oil and Natural Gas Corporation (ONGC)
23.	Oil India Limited
24.	Persia International Bank
25.	PetroChina Company, Ltd.
26.	Petroleos de Venezuela (PDVSA Petróleo, SA)
27.	Sameh Afzar Tajak Co. (SATCO)
28.	Shandong FIN CNC Machine Company, Ltd.
29.	Sinohydro
30.	SKS Ventures
31.	Som Petrol AS
32.	Zhuhai Zhenrong Company

List Date: August 4, 2016

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

Background Information

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

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

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

Instructions for Completing the Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the vendor, including trade name if applicable.

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

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

Vendor FEIN – Please enter the vendor’s Federal Employment Identification Number.

Business Type - Check the appropriate box that represents the vendor’s type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient - Enter the full legal name of the recipient.

Address of Recipient - Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution - Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

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

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

(No additional Certification and Disclosure forms are required if BOX A is checked.)

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency. The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>
Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Business Entity/Vendor"** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of "business entity," that individual's civil union partner and any child residing with that person.¹
- **"Officer"** means a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
- **"Partner"** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

¹Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

Public Law 2005, Chapter 51 and Executive Order 117 (2008)

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **"Contribution"** is a contribution, including an in-kind contribution, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee or a currency contribution in any amount.
- **"In-kind Contribution"** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **"Continuing Political Committee"** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public question, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **"Candidate Committee"** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **"State Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **"County Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **"Municipal Political Party Committee"** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **"Legislative Leadership Committee"** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **"Political Party Committee"** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2

FOR STATE AGENCY USE ONLY	
Solicitation, RFP, or Contract No. _____	Award Amount _____
Description of Services _____	
State Agency Name _____	Contact Person _____
Phone Number _____	Contact Email _____
<input type="checkbox"/> Check if the Contract / Agreement is Being Funded Using FHWA Funds	

Please check if requesting recertification

Part 1: Business Entity Information

Full Legal Business Name _____
 (Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
 MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

<p style="text-align: center;">All Officers of a Corporation or PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">10% and greater shareholders of a corporation or all shareholder of a PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p style="text-align: center;">All Equity partners of a Partnership</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">All Equity members of a LLC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of "contribution" and "business entity" on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>.

Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See Information and Instructions form.)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

Full Legal Name of Recipient	<input type="text"/>		
Address of Recipient	<input type="text"/>		
Date of Contribution	<input type="text"/>	Amount of Contribution	<input type="text"/>
Type of Contribution (i.e. currency, check, loan, in-kind)	<input type="text"/>		
Contributor Name	<input type="text"/>		
Relationship of Contributor to the Vendor	<input type="text"/>		
If this form is not being completed electronically, please attach additional contributions on separate page.			
<input type="button" value="Remove Contribution"/>		<input type="button" value="Add a Contribution"/>	
Click the "Add a Contribution" tab to enter additional contributions.			

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- (A) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
 - (ii) Any State, County or Municipal political party committee; OR
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____
Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov, or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.

ACKNOWLEDGEMENT OF REQUIRED FAA CONTRACT PROVISIONS
NON-AIP PROJECTS

The following are required FAA provisions for non-AIP projects at the Atlantic City International Airport. As an obligation of accepting federal funding for Airport projects, the South Jersey Transportation Authority must include notification of the following FAA provisions in all Airport procurement actions regardless of funding source. Please see the following table for all the provisions that are being made part of this bid and, therefore, made part of any resulting contract as follows:

Provision
1. Civil Rights – General, 2. Civil Rights Title VI Solicitation Notice, 3. Title VI Clause for Nondiscrimination Requirements 4. Title VI Clause for Transfer of U.S. Property, 5. Title VI Clause for Transfer of Real Property, 6. Title VI Clause for Construct/Use/Access to Real Property, 7. Title VI List of Pertinent Acts & Authorities
8. Federal Fair Labor Standards Act
9. Occupational Safety and Health Act

The required contract provisions noted above are attached as **Appendix A**. Additionally, the full laws and statutes may be found at the following web address:

http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/combinedfederal-contract-provisions.pdf

Signed _____
(Authorized Representative)

Date _____

APPENDIX A

REQUIRED FAA CONTRACT PROVISIONS FOR NON-AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECTS

The following are required FAA contract provisions for non-AIP projects at the Atlantic City International Airport. As an obligation of accepting federal funding for Airport projects, the South Jersey Transportation Authority must include notification of the following FAA provisions in all Airport procurement actions regardless of funding source.

1. GENERAL CIVIL RIGHTS PROVISIONS - CONTRACTS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

GENERAL CIVIL RIGHTS PROVISIONS – LEASE AGREEMENTS AND TRANSFER AGREEMENTS

The tenant/concessionaire/lessee and its transferee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program.

In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

- (a) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

2. CIVIL RIGHTS - TITLE VI SOLICITATION NOTICE

The **South Jersey Transportation Authority**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

4. CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the South Jersey Transportation Authority will accept title to the lands and maintain the project constructed thereon in accordance with the **South Jersey Transportation Authority Act N.J.S.A. 27:25A-1 et seq.**, for the **(Airport Improvement Program or other program for which land is transferred)**, and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the South Jersey Transportation Authority all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in **(Exhibit A attached hereto or other exhibit describing the transferred property)** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the South Jersey Transportation Authority and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the South Jersey Transportation Authority, its successors and assigns.

The South Jersey Transportation Authority, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the South Jersey Transportation Authority will use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

5. CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the South Jersey Transportation Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, South Jersey Transportation Authority will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the South Jersey Transportation Authority will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the South Jersey Transportation Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

6. CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the South Jersey Transportation Authority pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the South Jersey Transportation Authority will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the South Jersey Transportation Authority will there upon revert to and vest in and become the absolute property of the South Jersey Transportation Authority and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

7. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of

the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Document B

Atlantic City International Airport Rental Car Customer Facility Charges 2011- August of 2016

	<u>Actual</u> <u>2011</u>	<u>Actual</u> <u>2012</u>	<u>Actual</u> <u>2013</u>	<u>Actual</u> <u>2014</u>	<u>Actual</u> <u>2015</u>	<u>Actual</u> <u>2016</u>
Jan	\$20,559.00	\$28,992.00	\$26,913.00	\$36,390.00	\$27,726.00	\$19,068.00
Feb	\$18,423.00	\$23,025.00	\$20,907.00	\$17,991.00	\$21,054.00	\$31,716.00
Mar	\$13,629.00	\$20,220.00	\$28,296.00	\$19,047.00	\$17,103.00	\$19,065.00
Apr	\$18,777.00	\$25,803.00	\$23,484.00	\$27,405.00	\$20,805.00	\$24,480.00
May	\$22,302.00	\$27,057.00	\$21,699.00	\$22,953.00	\$19,968.00	\$24,285.00
Jun	\$26,328.00	\$34,737.00	\$22,452.00	\$31,599.00	\$31,275.00	\$23,277.00
Jul	\$38,274.00	\$47,601.00	\$47,085.00	\$42,096.00	\$38,469.00	\$46,485.00
Aug	\$52,773.00	\$52,950.00	\$31,590.00	\$46,881.00	\$44,925.00	\$45,951.00
Sep	\$36,483.00	\$51,225.00	\$53,145.00	\$45,687.00	\$44,052.00	
Oct	\$44,358.00	\$38,103.00	\$46,266.00	\$35,514.00	\$34,293.00	
Nov	\$29,136.00	\$35,535.00	\$28,266.00	\$21,678.00	\$26,937.00	
Dec	\$26,010.00	\$26,175.00	\$16,524.00	\$28,935.00	\$26,670.00	
Total CFCs	\$347,052.00	\$411,423.00	\$366,627.00	\$376,176.00	\$353,277.00	\$234,327.00

Document C

Atlantic City International Airport Total Passengers 2011 - 2015

<u>Year</u>	<u>Total Pax</u>
2011	1,394,666
2012	1,385,638
2013	1,132,898
2014	1,211,667
2015	1,200,293

Document D

Assessments of Alternatives
Prepared by AECOM



Assessment of Alternatives

Rental Car Exit Lane and Quick Turn Around Facility

**Atlantic City International Airport
Egg Harbor Township, New Jersey**

Prepared For:
South Jersey Transportation Authority

Prepared By:
AECOM

20 May 2016

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1.0 Introduction

The purpose of this report is to establish preliminary design criteria for a dedicated Rental Car Exit and a Quick Turn Around (QTA) Facility serving the rent-a-car (RAC) companies at the Atlantic City International Airport (ACY).

2.0 Background

2.1 Rental Car Exit

The four rental car companies that serve the ACY – Avis, Budget, Enterprise, and Hertz-petitioned the SJTA for a dedicated exit from the parking garage structure, where their operations are based, directly to Amelia Earhart Boulevard. The dedicated exit lane would improve rental car customer service and enhance the traveler’s overall airport experience. Currently, all vehicles exiting the parking garage structure, funnel into the Long Term Parking Lot, where they navigate through the parking aisles and ultimately leave through the Parking Exit Plaza. The SJTA authorized AECOM to develop potential alternatives and to present them for consideration as a modification to the current combined rental car / airport parking exiting operation.

2.2 Quick Turn Around Facility

A QTA facility is designed to minimize the processing time between when a car is returned by a customer and when the vehicle is once again available for rental. Fleet vehicles enter the QTA directly from the rental car return area, are simultaneously refueled and vacuumed, receive an automated car wash, and are returned to the rental lot as a ready vehicle. Service bays for routine vehicle maintenance and inspection tasks are also provided within the QTA.

Currently, there is no QTA at ACY. RAC companies are required to use off-site facilities when transitioning vehicles from return to ready status. The 2010 ACY Master Plan assessed several locations for a QTA facility, but none of these locations were entirely located on ACY property and were therefore deemed unsuitable. In 2013, a feasibility study was conducted by Urban Engineers to evaluate the reuse of the former Aircraft Rescue and Firefighting Building (ARFF), which is owned by the Federal Aviation Administration (FAA) and at the time leased by SJTA, as a QTA site. This concept was discouraged by the FAA Technical Center.

In a meeting held at ACY on November 17, 2015 with the SJTA, Avis, Budget, Enterprise and Hertz, three locations were proposed for siting a QTA facility at ACY (Figure 1). The sites included the existing overflow parking lot (Option 1), the vegetated area between the general aviation facilities and the long term parking lot (Option 2) and the grass/tree area between the overflow parking lot and the long term parking lot (Option 3). Discussion of these three options resulted in the conclusion by the SJTA and The RAC companies that the vegetated areas were not large enough to satisfactorily site a QTA facility. As a result, the SJTA directed AECOM to investigate options for siting the QTA facility at the Overflow Parking Lot. The minutes for the November 17, 2015 meeting are included in Appendix A. The Overflow Parking Lot is located along Amelia Earhart Boulevard adjacent to the FBO Ramp (Figure 2).

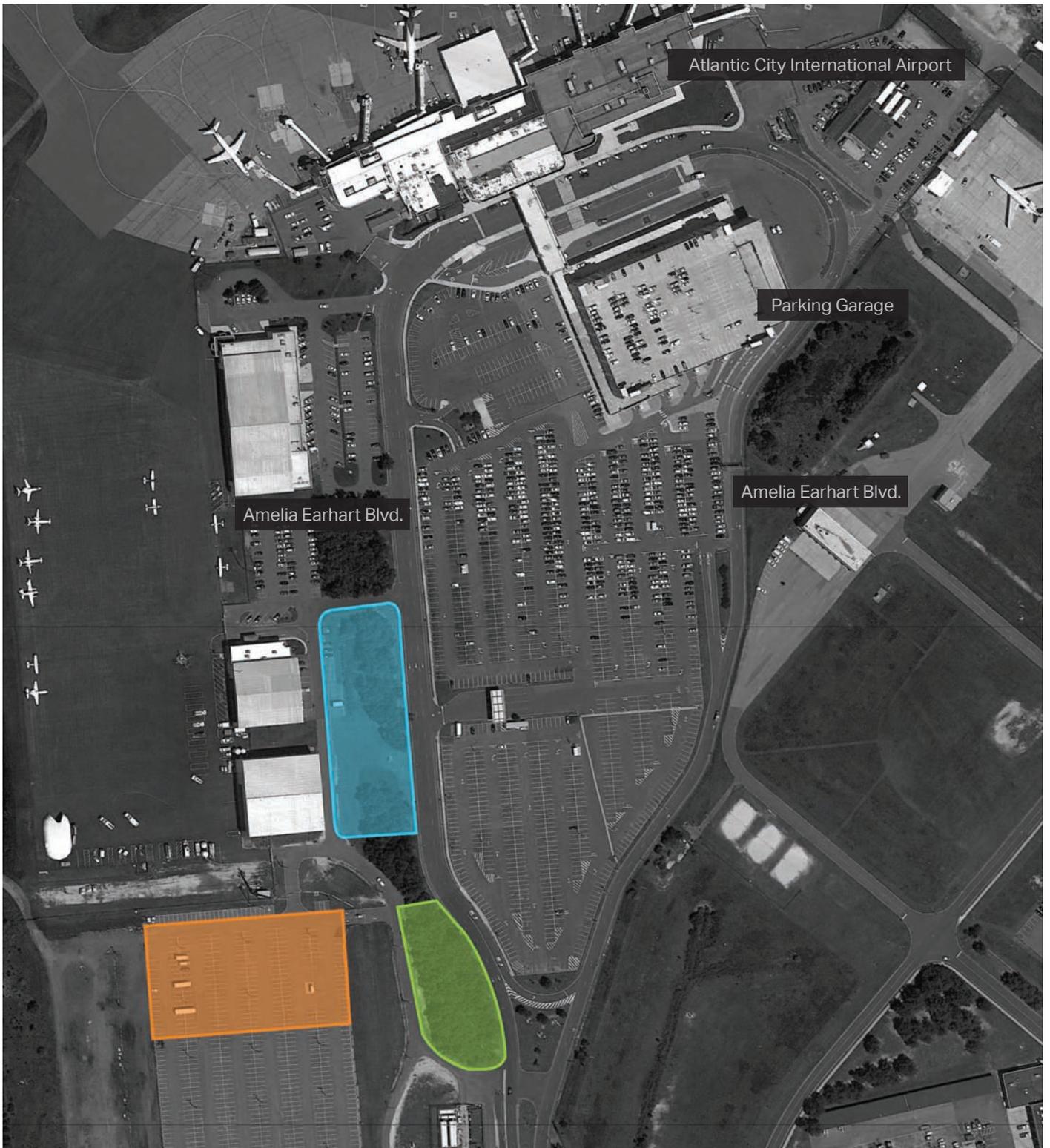


Figure 1: QTA Proposed Sites

- Option 1
- Option 2
- Option 3



Figure 2: Overflow Parking Area and Parking Garage at ACY

3.0 Rental Car Exit Analysis

AECOM presented three rental car exit lane alternatives for discussion at a meeting held at ACY on November 17, 2015 with the SJTA, Avis, Budget, Enterprise, and Hertz. Alternative 1 (Figure 3) showed rental cars exiting the parking garage facility directly to Amelia Earhart Boulevard via a designated exit roadway that bordered the existing Short Term and Long Term Parking Lots. Alternative 2 (Figure 4) showed rental cars exiting the parking garage facility via a designated exit roadway that turned northward toward the terminal along the eastern edge of the Short Term Parking Lot. Alternative 3 (Figure 5) was similar to Alternative 2, but showed different internal circulation options for parking customers exiting the parking garage.

Both the SJTA and rental car companies preferred Alternative 1, albeit with a few additional considerations. The rental car agencies preferred a "straight" exit from the garage to Amelia Earhart Boulevard, while the SJTA asked AECOM to investigate other Short Term Parking exiting alternatives. The result of that meeting is illustrated in Alternatives 1A, 1B, and 1C (Figures 6, 7 and 8).

All three alternatives show the rental cars exiting the parking garage facility directly to Amelia Earhart Boulevard via a designated exit roadway that divides the existing Long Term Parking Lot. The resultant configuration increases the number of spaces in the Short Term Parking Lot and decreases the number of spaces in the Long Term Parking Lot. In each alternative, only parking customers using either the garage or Long Term Parking would exit through the Parking Exit Plaza. The variations in each alternative are described below.

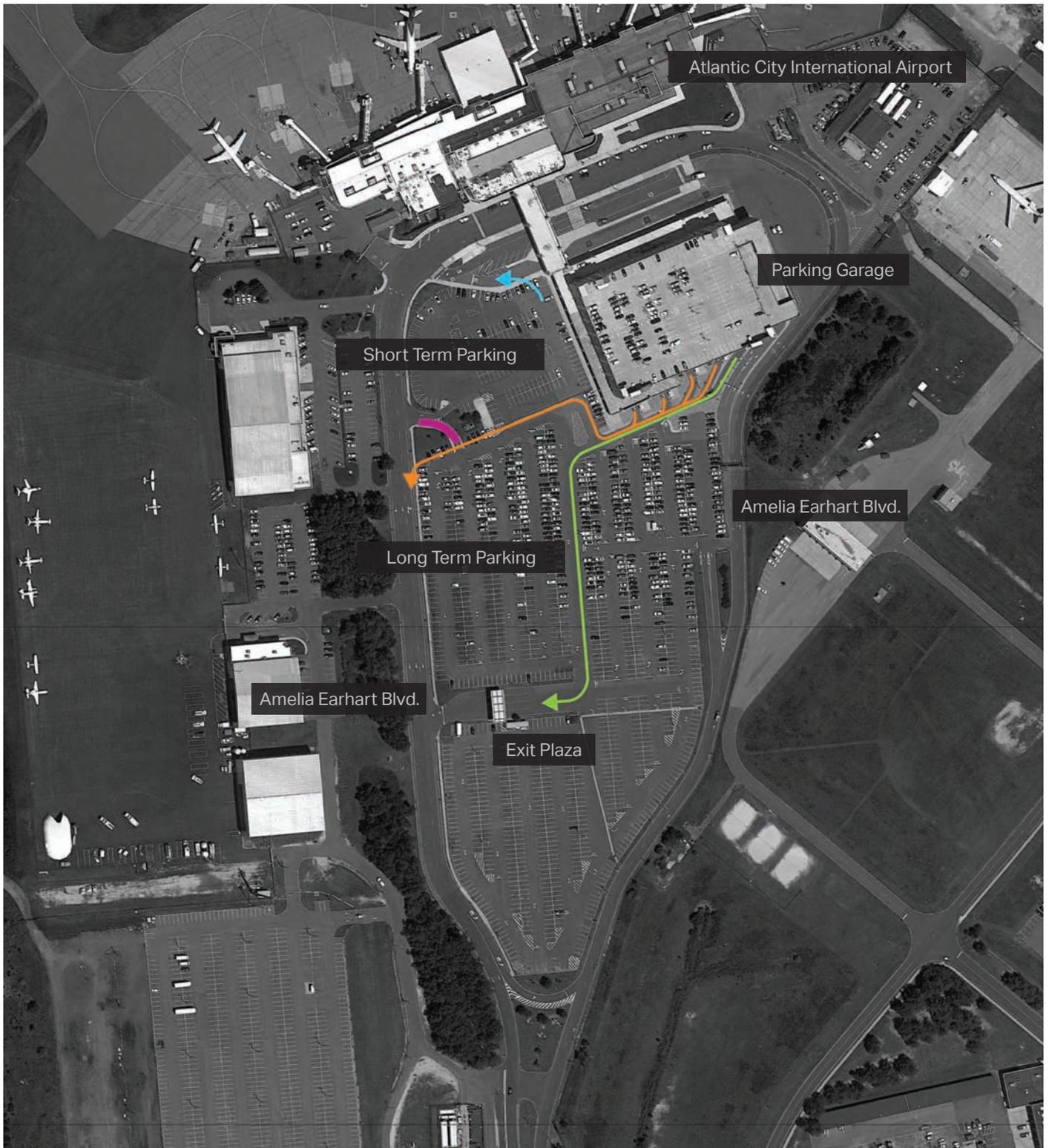


Figure 3: Alternative 1

- Parking Garage Exit
- Rental Car Exit
- Relocated Short Term Parking Exit
- Remove Entrance

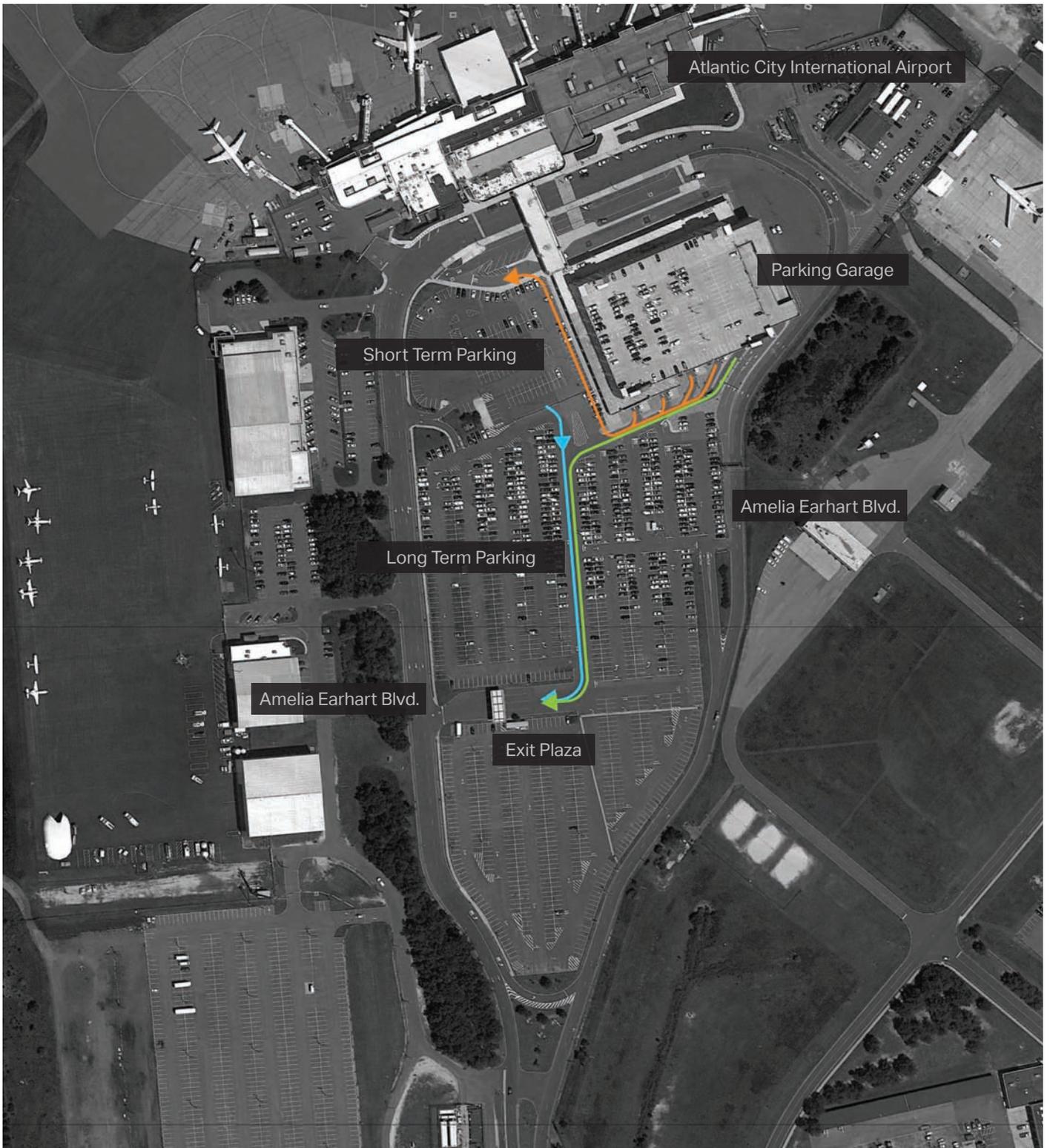


Figure 4: Alternative 2

- Parking Garage Exit
- Rental Car Exit
- Relocated Short Term Parking Exit

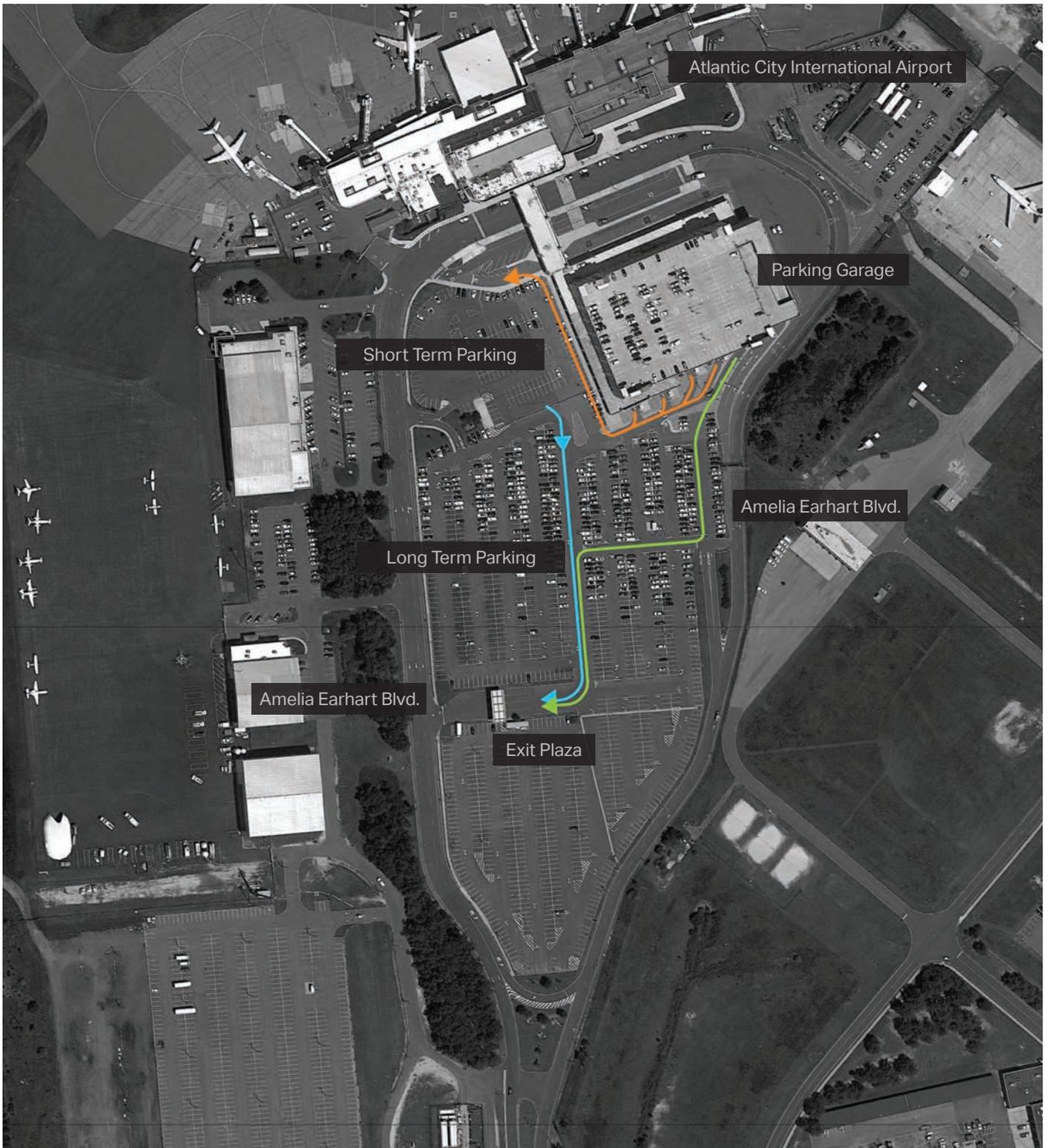


Figure 5: Alternative 3

- Parking Garage Exit
- Rental Car Exit
- Short Term Parking Exit

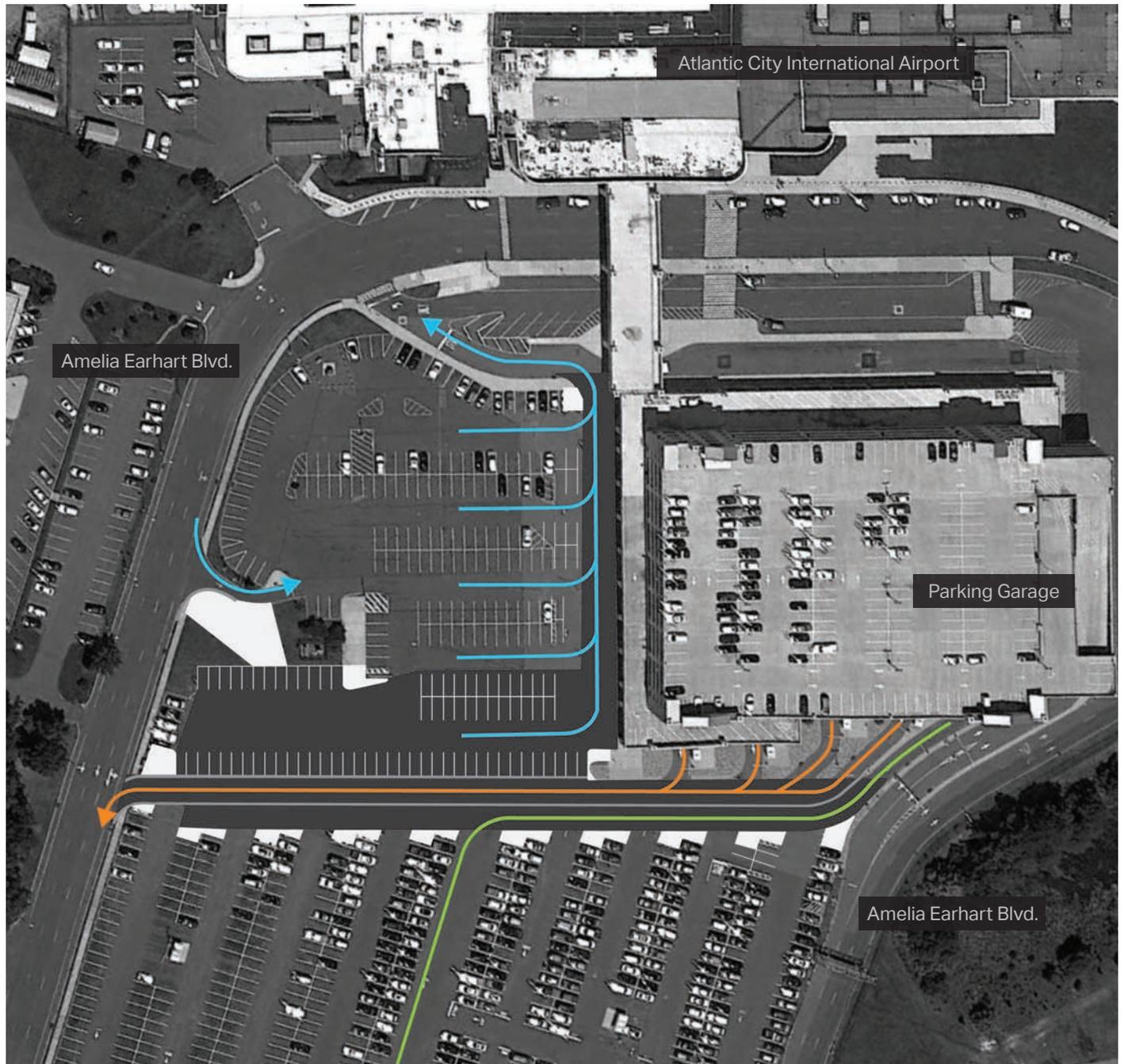


Figure 6: Alternative 1A

- Parking Garage Exit
- New Rental Car Exit
- Short Term Parking Exit/ Relocated Exit

Short Term Parking

Net Capacity - 65± Spots
Gained

Long Term Parking

Net Capacity - 130± Spots
Lost

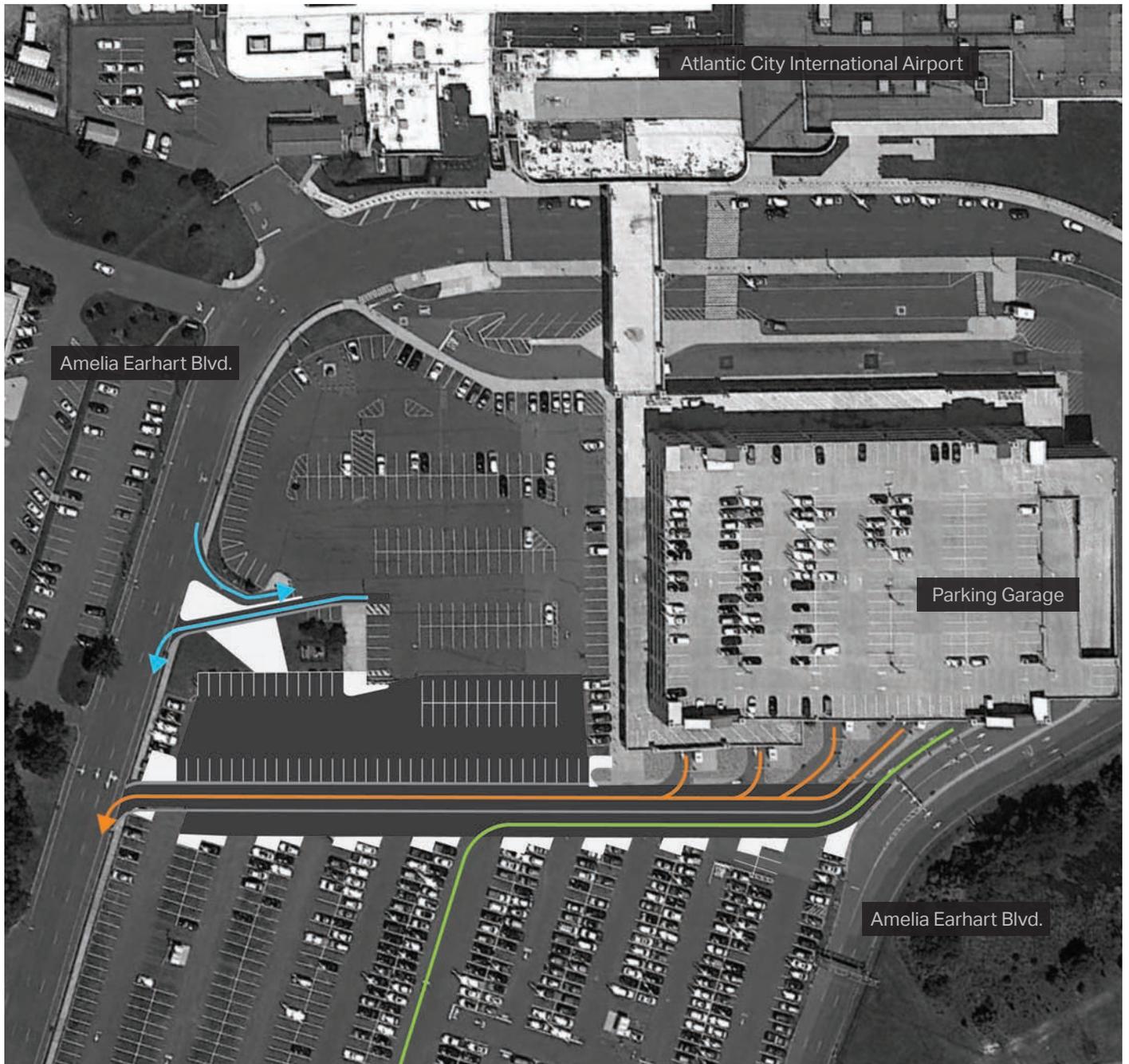


Figure 7: Alternative 1B

- Parking Garage Exit
- New Rental Car Exit
- Short Term Parking Exit/ Relocated Exit

Short Term Parking

Net Capacity - 85± Spots
Gained

Long Term Parking

Net Capacity - 130± Spots
Lost

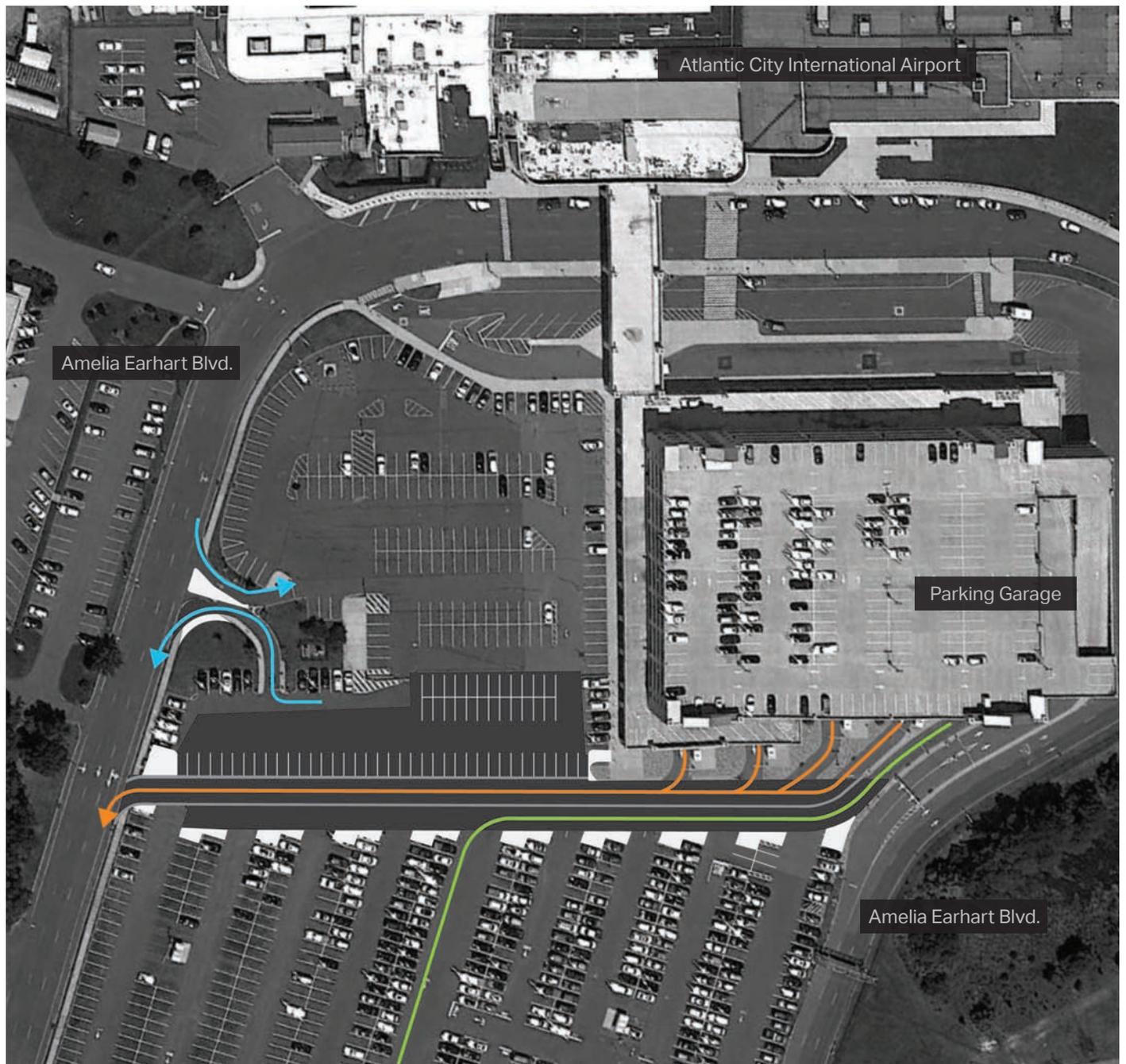


Figure 8: Alternative 1C

- Parking Garage Exit
- New Rental Car Exit
- Short Term Parking Exit/ Relocated Exit

Short Term Parking

Net Capacity - 65± Spots
Gained

Long Term Parking

Net Capacity - 130± Spots
Lost

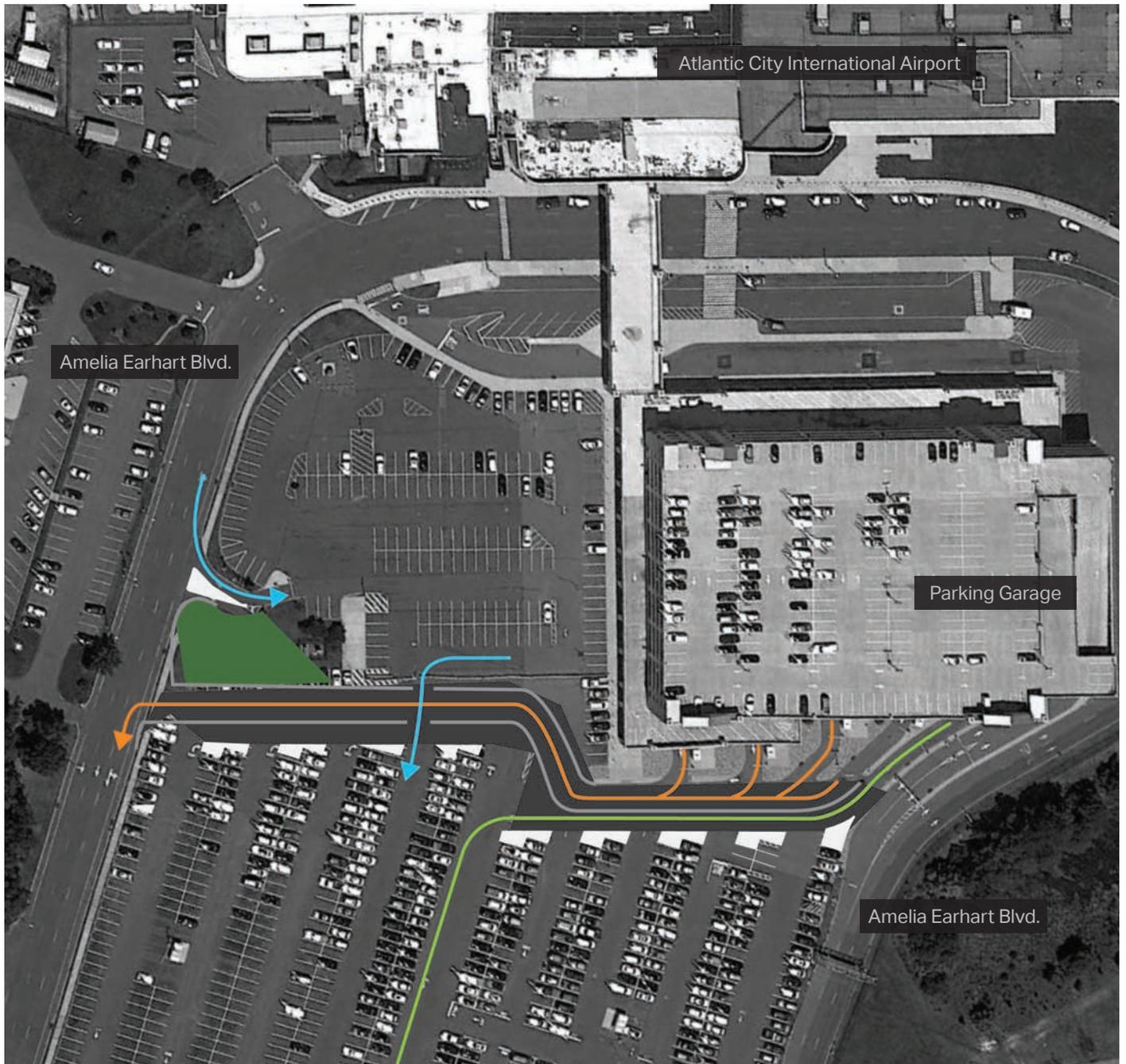


Figure 9: Alternative 1D

- Parking Garage Exit
- New Rental Car Exit
- Short Term Parking Entrance/Exit

Short Term Parking

Net Capacity - No Change

Long Term Parking

Net Capacity - 45 ± Spots Lost

- Alternative 1A shows a new dedicated Short Term Parking exit gate along the northern perimeter adjacent to the Parking Office.
- Alternative 1B shows a new dedicated Short Term Parking exit gate adjacent to the existing entrance lane.
- Alternative 1C uses the existing secondary entrance to the Long Term Parking Lot as the new Short Term Parking exit.

The advantages and disadvantages for each alternative are very similar:

Alternative 1A

Advantages:

- Direct rental car access to Amelia Earhart Boulevard
- Gain 65 Short Term Spaces
- Rental cars separated from parking patrons

Disadvantages:

- Lose preferred long term spaces
- Lose 130 long term spaces
- Construct new short term exit location
- Must recirculate to access long term parking
- Second entrance to long term parking eliminated
- Short Term Parking exits onto Commercial Vehicle Roadway

Alternative 1B

Advantages:

- Direct rental car access to Amelia Earhart Boulevard
- Gain 85 Short Term Parking Spaces
- Rental cars separated from parking patrons

Disadvantages:

- Lose preferred Long Term Parking Spaces
- Lose 130 Long Term Parking Spaces
- Construct new Short Term Parking exit location
- Must recirculate to access Long Term Parking Lot
- Second entrance to Long Term Parking Lot eliminated

Alternative 1C

Advantages:

- Direct rental car access to Amelia Earhart Boulevard
- Gain 85 Short Term Spaces
- Rental cars separated from parking patrons
- Eliminates confusion which lot entered

Disadvantages:

- Lose preferred long term spaces
- Lose 130 long term spaces
- Construct new Short Term Parking exit location
- Must recirculate to access Long Term Parking Lot
- Second entrance to Long Term Parking Lot eliminated

It appears that the necessary improvements for any of the three alternatives can be accomplished with a minimal capital investment. The resultant estimated construction cost for each alternative is:

Table :

Alternative 1A	Alternative 1B	Alternative 1C
\$68,740.00	\$80,602.50	\$69,680.00

The detailed estimate is located in Appendix B.

A coordination meeting was held between AECOM staff and project stakeholders on April 6, 2016 at ACY. Since none of the three alternatives developed by AECOM met the needs of both SJTA and the RACs, ACY staff suggested a new Alternative 1D (Figure 9) that kept the Short Term Parking Lot as it currently functions and that gave the RACs a dedicated exit with no impact to the Short Term Parking Lot and minimal impact to the Long Term Parking Lot, but created an "at grade crossing" between parking patrons exiting Short Term Parking and the RAC customers. Installing a dual gated crossing solved the problem. RAC customers have the right-of-way using their dedicated exit road. When a vehicle wants to exit Short Term Parking, gate arms lower on the RAC Exit Road and rise on the Short Term Lot. After the parking customer crosses and has entered the Long Term Parking Lot heading toward the exit, the gate arms return back to their normal position. The gates prevent the RAC customer from inadvertently turning into Long Term Parking when in the normal position and they funnel the parking patron into the Long Term Lot, preventing them from exiting without paying by turning onto the RAC Exit Road, when the gates are in the alternate position. All four gates will be controlled with in-pavement loop detectors as they do today when exiting the Short Term Parking Lot.

Alternative 1D

Advantages:

- Direct rental car access to Amelia Earhart Boulevard
- No changes to the number of Short Term Spaces
- Short Term Parking exit remains the same
- Rental cars separated from parking patrons
- Eliminates confusion which lot entered

Disadvantages:

- Lose preferred long term spaces
- Lose 45 long term spaces
- Must recirculate to access Long Term Parking Lot
- Second entrance to Long Term Parking Lot eliminated

The estimated cost for Alternative 1D is \$93,000 and is included in Appendix B.

4.0 Quick Turn Around Facility

4.1 Inventory of Facilities and Operations

In an effort to determine the demand and appropriate size of a shared QTA facility, RAC companies were asked to complete a questionnaire to explain their existing rental car facilities, operations and future needs at ACY. Generally, the RAC had a combined 30 peak hour vehicle returns in year 2015 and by year 2022, the peak hour returns are expected to increase to 40 vehicles. All of the RAC companies indicated that rental car return data is the appropriate metric for sizing QTA facility capacity.

The design recommendations and information contained in this report have been prepared based on review of standard QTA industry best practices, review of RAC responses to questionnaires, and interviews with RAC personnel, including considerations for RAC vehicle demands specific to operations at ACY.

4.2 Buildings – General

The QTA will include two main structures: a canopy, which will provide cover to the refueling and vacuuming area, and an approximately 7,600 square-foot multi-purpose building. The existing overflow parking lot, where the QTA is proposed to be constructed, is within a zone of minimal flooding according to the most recently updated FEMA Flood Insurance Rate Map for the area.

RAC customers will continue to return vehicles to the current parking garage. In order to prevent customers from erroneously attempting to return vehicles to the QTA facility, neither the canopy nor the multi-purpose building will include signage identifying the individual RAC companies.

4.3 Fuel / Vacuum Area

Vehicles entering the QTA from the car return center will be directed to a concrete fueling apron where three refueling and vacuum stations will be located below a canopy roof structure (See Figure 10). Each station will serve two lanes of traffic for a total of six refueling and vacuum stations. The equipment and support structure at the refueling and vacuum stations will sit directly on grade with protective bollards at vulnerable locations. The strategy will allow the RAC staff to conduct their work with minimal tripping hazards. The fueling and vacuuming equipment will be located to service a vehicle parked at the center of the stations depth. The overhead air and washer reels will be located adjacent to the hood of the vehicle, the overhead vacuum drops will be located adjacent to the center of the vehicle and the fuel dispensers will be located at the rear of the vehicle.

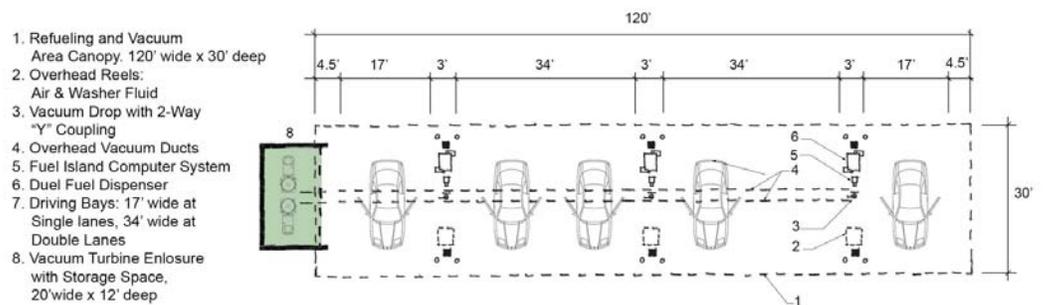


Figure 10: Conceptual Floor Plan for Fuel/Vacuum Canopy

Fuel dispensers will be operated with key cards to record the fuel consumption of each rental agency. This process will permit the companies to access any available fuel dispenser and will prevent congestion during peak return times. An above-ground 12,000 gallon fuel tank, located at the perimeter of the QTA site, will supply the pumps via underground supply piping. Underground storage tanks are not permitted by ACY/SJTA. The fuel tank will be located at the perimeter of the site to allow the fuel vendor supply truck to refill the tank without entering the QTA site. This is recommended in order to avoid possible conflicts between refilling operations and the typical QTA vehicle operations.

Vacuum turbines will be housed in an unfinished, unconditioned enclosure located adjacent to the fueling apron. The enclosure will consist of a raised concrete pad, masonry walls on three sides, and a metal roof system. The fourth wall of the enclosure will consist of a chain link fence/gate which will allow employee access to vacuums and to miscellaneous equipment stored inside. The vacuum system will consist of two mid-size turbines which will each serve three stations. The use of two mid-size turbines provides some measure of redundancy. Half of the vacuum stations can remain operational in the event of equipment failure of a single turbine. Based on the proximity of the turbine enclosure to the fuel dispensers, explosion-proof turbine motors will be required. Above-ground ducts will link the nozzles at each vacuum station to the turbines.

The canopy above the refueling and vacuuming area will be approximately 120'-0" long, 30'-0" wide, and will cover the entire refueling and vacuuming area. A minimum clear height of 12'-0" will be provided. The structure will likely consist of structural steel roof framing supported by hollow structural steel posts bearing on concrete spread footing foundations. The fascia and soffit cladding on the canopy roof frame will be light-gauge metal panels.

Soffit lighting will illuminate the fueling and vacuuming area with 50 foot-candles. Lighting will be mounted at positions which will facilitate visual inspection of each vehicle's interior during refueling and vacuuming.

Canopy safety measures, include directional signage, protective bollards, and fire suppression systems, are to be installed. Stormwater collected at the refueling area will be directed to a below-ground oil/water separator prior to discharging into the municipal storm water collection system.

4.4 Multi-Purpose Building – General

The multi-purpose building will be situated to accommodate vehicle flow from the fueling station exit, and will include RAC personnel areas, vehicle maintenance bays, and two car wash bays. Each RAC space will consist of a dedicated small entrance vestibule, an employee break room, a server room, and a private office. Between the rental agency office spaces and the associated RAC vehicle maintenance garage bays, there will be a central corridor with access to shared amenities and utility rooms consisting of one single-user male restroom, one single-user female restroom, and a janitor's closet. The corridor will provide access to the wash bay area through the wash bay equipment room. The corridor will also have a means of egress to the exterior of the building. A mechanical/electrical room, which will be accessed from the exterior for ease of service, will be provided for shared utilities which serve the overall building. The mechanical/electrical room will contain disconnect equipment and individual utility meters for each company. The restroom, breakroom and office spaces will be finished with ceramic tile floors, painted gypsum board walls on metal studs, and suspended acoustical tile ceiling systems. All restrooms and access routes will be designed to comply with the Americans with Disabilities Act (ADA). Figure 11 provides a conceptual floor plan of the building.

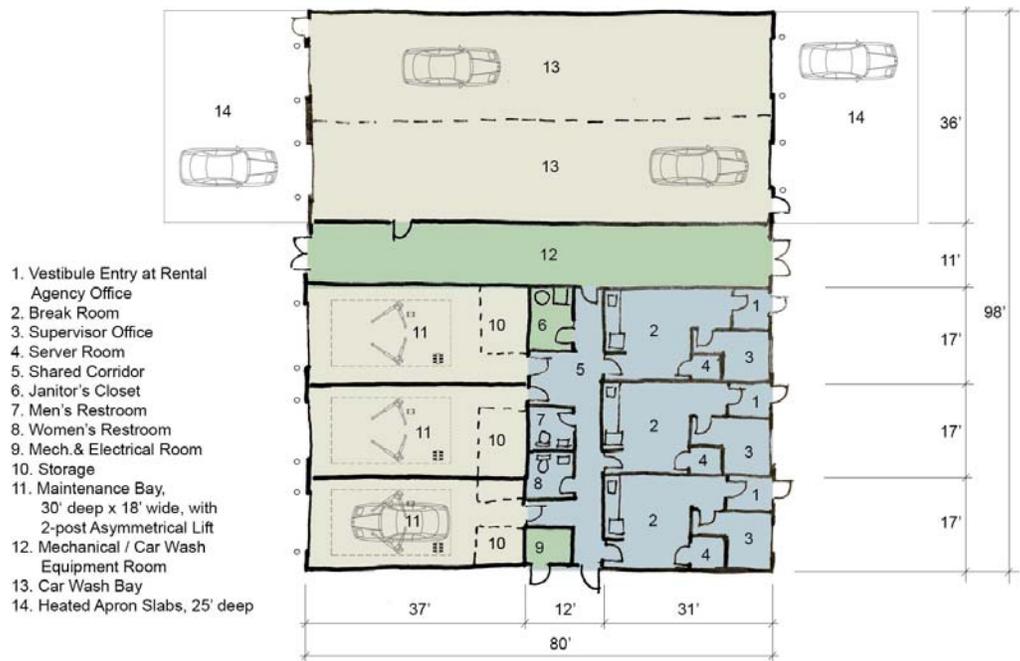


Figure 11: Conceptual Floor Plan for Multi-Purpose Building

Load bearing masonry cavity walls with exposed split-face masonry will form the exterior shell and lateral force resisting system of the rectangular multi-purpose building. Open-web steel bar joists will support the roof and will span between the CMU walls and interior steel columns at the office and maintenance garage areas. Interior columns will be supported by concrete spread footings, while the perimeter CMU walls will bear on continuous strip footings. Precast concrete planks will be substituted for steel bar joists for the roof framing over the car wash bays in order to limit exposure of structural steel to the wet and corrosive environment of the wash area. The open web steel joists roof framing portion of the building will support metal roof decking, rigid insulation and the EPDM rubber roof covering membrane. The concrete plank roof portion of the building will support rigid insulation and EPDM rubber roof covering membrane. The roof slope will direct water to perimeter gutters and downspouts.

The buildings will be designed in accordance with the New Jersey Edition of the 2015 International Building Code.

4.4.1 Multi-Purpose Building – Wash Bays

Following refueling and vacuuming, each vehicle will enter a wash bay where an automatic car wash system will clean the exterior of the vehicle. During initial discussions with ACY/SJTA, the airport indicated that a three-bay layout would be required for the site. However, based on information received from car wash manufacturers, NS Wash and Belanger Car Wash Equipment, and projected vehicle demand provided by the RAC companies for the 2022 design year, three wash bays would be excessive for the ACY QTA. A single wash bay is capable of processing approximately 60 vehicles per hour, which is greater than the projected future peak day/peak hour volume of 40 vehicles. The manufacturers recommended that a second bay be installed in order to have system redundancy. The rental agencies at the airport have expressed their support of a shared wash system which includes a method of dividing maintenance, utility, and repair costs among the users.

The car wash bays will be approximately 80'-0" in length and should be constructed with a minimum vertical clearance of 16'-0" to accommodate all necessary equipment. Exposed structural steel elements are to be avoided due to corrosion concerns. High-speed overhead doors with minimum dimensions of 9'-0" by 9'-0" will be provided at the entrance and exit of the system. Vehicles will first pass into a prewash area upon entering the wash bay, where a manual pressure washer system will be employed on an as-needed basis to prepare the vehicles for the automated wash. Following the prewash, vehicles will be driven through an automated wash system equipped with blowers to aid in drying the vehicles before they exit the bay. The wash system will utilize a reverse osmosis filter, which will allow a minimum of 90% water recirculation. The filtration and recirculation system requires a heated tank storage and mechanical equipment area. The remainder of the wash system will be conditioned through the use of suspended gas-fired radiant heaters, which will maintain a minimum ambient temperature of 40 degrees Fahrenheit. Due to the cold-weather climate of ACY, heated concrete slabs will be constructed at both the entrance and exit of the bays to inhibit ice formation. The heated slabs will extend 25'-0" from the edge of the building for the entire width of the wash bays. Heated concrete slabs are considered to be required at the exit from the wash bays, but are only recommended at the entrance and may be eliminated if so desired by SJTA/ACY.

Concrete floors at the car wash bays will be sloped to direct water to trench and floor drains with large-diameter pipes sized to limit clogging. All wastewater will be processed by oil/water separators prior to entering the recirculation or municipal system. Adequate electrical and water services will be provided to the wash bay(s) in order to operate all associated lighting, pumps, dryers, hoses, and filters as necessary per the specifications of the automated wash system. Placement of all service connections shall be coordinated with the car wash system supplier, as utility installation is typically not within the scope of the manufacturer's work. The equipment provided in the space will be elevated from grade by concrete pads to prevent direct contact with water. Upon exiting the wash bays, vehicles will return to the rental lot or to a temporary parking area within the QTA facility.

4.4.2 Multi-Purpose Building – Maintenance Bays

Maintenance bays will be provided within the QTA for use on an as-needed basis. The maintenance bays will allow for routine vehicle maintenance, such as tire rotations and oil changes, to be completed on-site. Each RAC company will occupy a separate maintenance bay, for a total of three bays.

12'-0" wide by 12'-0" high overhead doors will serve as the single entry/exit point at each maintenance bay. Within the building, the bays will provide 16'-0" clear width, with vertical clearances sized to accommodate vehicle lifts. The vehicle lifts can be surface-mounted or inground types. The lengths of the maintenance bays will be a minimum of 30'-0", and shall have dedicated, secured material and equipment storage areas. A portion of the bay will be available for a small desk space. The three bays will be completely separated by full-height, floor-to-roof masonry walls. Protective bollards and/or steel angles will protect structural elements of the building at the overhead doors. The concrete floors in the maintenance areas will be finished with an epoxy coating, and will be adequately sloped to direct water to floor or trench drains. Supplemental floor drains will be furnished beneath overhead reels.

With the exception of the vehicle lifts, fit-out of finishes at the maintenance bay spaces will be the responsibility of the rental agencies. Each space is to be supplied with connections to both hot and cold water, compressed air, electrical, and data services required to operate all necessary maintenance equipment. Lighting will illuminate the maintenance bay area with 35 to 50 foot-candles of light, with fixtures mounted at positions which will facilitate visual inspection of each vehicle's engine compartment and interior. Electrical outlets will be suspended from the roof framing throughout the spaces. Oil/water separator systems will process all water collected at the floor drains prior to discharging to the municipal water system. A frost-proof hose bib will be provided at the exterior of each maintenance bay.

4.4.3 Multi-Purpose Building – MEP & Utilities

Rooftop-mounted package units with gas burners will provide heating and cooling to each of the rental agency office spaces through ductwork systems. Gas-fired unit heaters suspended from the roof framing will heat the maintenance bays and small package units will cool the spaces during warmer months. Suspended gas-fired radiant heaters will heat the wash bay area, while heated concrete slabs will prevent the formation of ice at the entrance and exit of each wash bay. High-speed overhead doors will aid heat retention in the bays. Small-capacity electric water heaters will be installed to serve the breakrooms in the building. The restroom and janitor's sink hot water will be supplied by a hot water heater in the janitor's closet. Exhaust fans will ventilate the restrooms and each of the maintenance bays. The fans in the maintenance bays will be part of a ventilation system which will monitor air quality in the space. An automated building system will control all HVAC equipment throughout the structure.

Natural gas, municipal water, storm water, sanitary sewer, electrical and compressed air services will be provided throughout the building. Oil/water separators will process all wastewater before it is introduced into the municipal system. The heated concrete slabs will be sloped to dedicated trench drains to prevent deicing salts from entering the system. The entire building will be protected by a fire suppression system comprised of a sprinkler system, exterior fire department hose connections, fire extinguishers, smoke detectors, ADAcompliant strobe-type alarms, and a fire alarm panel. Backflow prevention equipment will be required as part of the sprinkler system, which will be connected to the municipal water service. The fire suppression risers will be located adjacent to the perimeter of the building in the car wash mechanical equipment room.

4.5 Future Expansion

Future expansion of the QTA Facility has been considered only at the wash bay area. ACY/SJTA has indicated a preference for three separate wash bays, while information provided by car wash manufacturers has shown that a single wash bay is capable of processing peak demands. The QTA can be constructed in order to allow for future expansion of the wash bays via the following methods:

1. Construct and install all equipment and utilities required to operate the three wash bays originally requested by ACY/SJTA. This option provides each company with a separate wash bay. Future expansion would not be necessary based on future volume projections and manufacturer data.
2. Construct and install the minimum number of wash bays required to meet future volume projections. As previously stated, data provided by manufacturers indicates that a single wash bay would be sufficient for the anticipated volume. However, due to concerns regarding routine maintenance and equipment failure outages, it is recommended that two bays be provided. The exterior finishes, equipment and utility connections at the site will be designed in a manner that would simplify the construction of a third bay if required at a later date. This option provides for the following scenarios:
 - a. Install automated wash equipment in both bays.
 - b. Install automated wash equipment in one bay, while reserving the remaining bay for hand washing in the event that maintenance is being performed on the automated equipment. In the event that future capacity requirements are increased, additional automated wash equipment can be installed in the remaining bay.
3. Construct three wash bays and install equipment in the minimum number of bays required based on future projections. As discussed in Option 2, one or two wash bays can serve the QTA depending on the desired level of redundancy at the site. In the event that future capacity requirements are increased, additional automated wash equipment can be installed in the remaining bay(s) without construction-related traffic flow interruptions.

4.6 Site Access

Access to the QTA is to be designed under the assumption that keys will not remain in the vehicles while on site. The main purpose of access limitations will be to prevent unwanted congestion within the facility and to prevent erroneous public entry. Three options are presented for site access control:

1. No fencing will be installed. Clear and abundant signage will be present to establish traffic flow, increase safety, prevent confusion, and prevent the public from entering the site.
2. Guard rails or standard 6'-0" chain link fencing with a barrier arm gate at entry and exit points will be installed around the perimeter of the site, which will deter the public from entering the area and control traffic flow.
3. A secure fence system (e.g. a series of jersey barriers, guardrails, highway cable assembly, concrete bollards, or equivalent system) will enclose the facility. Gate mechanisms will allow employee access into the secure site.

Options 2 and 3 will necessitate site key cards or access codes for each RAC company. Regardless of the access control system implemented, measures will be put in place to restrict large vehicles from entering the facility. Dumpsters, remote fuel ports for the above-ground fuel tank, and loading/unloading zones for fleet vehicles will be situated outside of the QTA limits in order to ensure optimum traffic flow and safety. All three options will also feature passive tiger teeth at the entrance and exit locations.

4.7 Environmental Overview

In support of this analysis, potential environmental concerns that may affect schedule and cost at the proposed QTA facility site are identified. Existing environmental conditions were inventoried through a review of available, published information. No detailed surveys, delineations, or site investigations were performed to document the existing environmental conditions.

This discussion is intended to identify environmental concerns on the subject site and subsequent permitting requirements. ACY has been previously evaluated for the presence of threatened and endangered species, biotic communities, vegetation and wildlife, cultural resources, Section 4(f) properties, and farmlands. These resources are not present in the location of the proposed QTA Facility, and no impacts are therefore anticipated to these resources. The only resources that may require a detail environmental review are Water Quality and Hazardous Materials/Waste.

4.7.1 Stormwater

The Pinelands Commission has the jurisdictional responsibility for impacts to the environment resulting from development at the airport. As stated above, threatened and endangered species, biotic communities, vegetation and wildlife, cultural resources, Section 4(f) properties, and farmlands are not expected to be a concern, however water quantity and water quality impacts may need to be addressed. The intent of siting the QTA on the Overflow Parking Lot is to minimize these impacts. Because each of the proposed QTA sites have some level of earth disturbance, outside of the paved limits, the Pinelands Commission should be consulted early in the design process to determine their involvement in the project.



Figure 12: NWI Wetland Map, ACY QTA Facility

In future discussions with the Pinelands Commission, it is worth noting that there is a stormwater management swale adjacent to the overflow parking lot (Figure 12). This feature is part of a wetland transition area. Within the Pinelands Preserve, wetland transition areas include the upland area measured outward (up to 300 feet) from the wetland/upland boundary line on a horizontal scale perpendicular to the wetland/upland boundary. Wetlands are not assigned an automatic transition area such as 0, 50, or 150 feet and are not classified according to their resource value classification, the standard in other areas of New Jersey. The regulations contained in the CMP are flexible in that they take into account the disparity between wetland functions and values as well as the type of development. The 300-foot transition area may be reduced provided it can be demonstrated that the proposed development will not result in a significant adverse impact upon the wetland as set forth in N.J.A.C. 7:50-6.7. Transition areas for Pinelands area wetlands are determined on a case-by-case basis. This transition area should be included in the Pinelands public development application.

4.7.2 Hazardous Materials and Waste

In 1990, ACY was placed on the EPA's National Priorities List (NPL) as a Superfund cleanup site (EPA ID #NJ9690510020). Thirty-two areas of concern (AOCs) were identified at the FAA Tech Center; these are in various stages of investigation/remediation.

Proposed pavement for the QTA dedicated roadway is located close to, but does not fall within, the site of an identified AOC – the Butler Fuel Farm. The former Butler Aviation fuel farm is a deactivated underground fuel storage facility located along the south side of the entrance road leading to and from the passenger terminal facilities. Fuel spills occurred at this site in 1984 and 1986 resulting in soil and groundwater contamination. The site was remediated and groundwater monitoring wells were installed for periodic evaluation. The Butler Fuel Farm is excluded from the Federal clean-up program since it is located on SJTA-owned property. This site is regulated by the NJDEP.

Figure 13, extracted from the ACY Master Plan Update depicts adjacent AOCs. The location of the overflow parking lot is shown for reference to identify the proximity of the site to known AOCs.

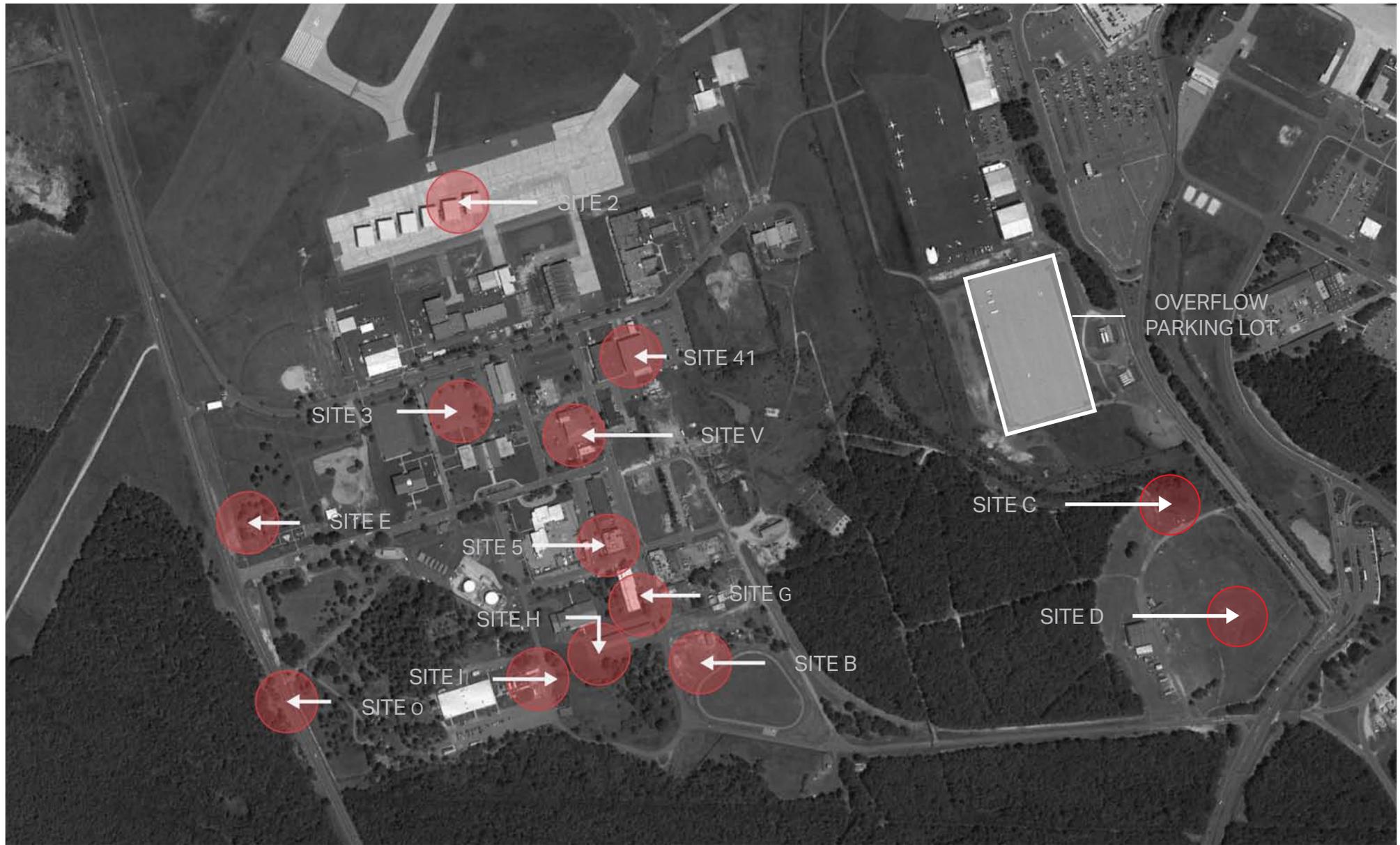


Figure 13: Hazardous Waste Sites

Discussions with ACY staff regarding subsurface contamination within the overflow parking lot area indicated no documented history of contamination within this area; however, areas with a history of contamination exist to the north and south of the Overflow Parking Lot. To the north of the lot is a location which was found to be contaminated with military ordnance. Mitigation of this site has taken place. To the south of the Overflow Lot, within the existing cell phone lot area there was an aviation fuel spill that was also mitigated. ACY was a former naval site and currently is listed as Super Fund Site with numerous areas in different stages of clean up. While there is no record of contamination within the overflow parking lot area, prior to development of this area appropriate testing/analysis should be conducted to assure the absence of subsurface contamination.

4.8 Permits

The proposed QTA Facility will be constructed and operated on an already developed, paved site. Earthwork associated with this project is limited to trenching utility infrastructure, installing storm water management features, and grading for new site access pavement from Amelia Earhart Boulevard. Prior to construction, the following environmental permits will be required.

- New Jersey Pinelands Commission Public Development Approval
- NJDEP Construction Storm Water Permit
- Cape Atlantic Soils Conservation District Erosion and Sediment Control Permit

The Federal Aviation Administration Harrisburg Airport District Office will determine the level of NEPA environmental review required to support the ALP Update denoting the QTA facility. In addition to the environmental permits listed above, the QTA facility will require building permits. Before construction may begin, the New Jersey Department of Community Affairs (NJDCA) Division of Codes and Standards must review the design plans, specifications and calculations for all aspects for the multi-purpose building and fuel/vacuum area. Once the NJDCA approves the plans, specification and calculations, they will issue a building permit for the project.

4.9 QTA Site Utilities

As previously stated, the multi-purpose building and the fuel/vacuum area will require natural gas, municipal water, storm water, sanitary sewer, communications, and electric. There are existing electrical and natural gas lines services at the hanger buildings at the north end of the Overflow Lot. The closest existing water, stormwater and sanitary sewer service lines are located northeast of the Overflow Lot between the Terminal Building and the old ARFF building. There is no communication fiber beyond the Terminal Building.

Therefore, utilities for the QTA site will need to be extended from either the Terminal Building area or from the opposite direction along the Amelia Earhart Boulevard corridor.

4.10 QTA Site Layout/Location

Three initial alternative site locations were created for the QTA facility. All of the alternatives situate the QTA facility on the Overflow Parking Lot. Access to the dumpster and fuel storage tank is separated from the internal operation of the facility. Each alternative will require some modifications to existing site lighting, stormwater collection, and site grading.

- Alternative 1 (Figure 14) places the facility in the southeast corner of the Overflow Lot with the multi-purpose building to the west of the fuel/vacuum area. Access to the QTA site will be via a bi-directional roadway connecting the Overflow Lot to the existing fuel truck roadway. Refuse service and fuel delivery vehicles will use dedicated driveway off of Amelia Earhart Boulevard at the north end of the Cell Phone Lot to access the existing construction roadway at the south end of the Overflow Lot.

The entrance into the QTA facility leads to a pre-queuing area for stacking of up to 2 vehicles for each of the 6 fueling and vacuuming lanes. A total of 12 pre-queuing positions are planned in this alternative. Upon receiving service at the fueling and vacuuming area, rental vehicles proceed into one of the two car wash bays within the Multi-Purpose Building. The alternative offers 30 parking spaces for temporarily parking vehicles after completion of the QTA services.

- Alternative 2 (Figure 15) places the facility in the southeast corner of the Overflow Lot with the multi-purpose building to the north of the fuel/vacuum area. Access to enter the QTA site will be via a one-way roadway connecting Amelia Earhart Boulevard to the Overflow Lot. Refuse service and fuel delivery vehicles will utilize the same entrance roadways to the QTA site, but they will utilize a roadway outside the confines of the QTA facility for dedicated large-vehicle access. All vehicles will exit the facility area via a one-way roadway connecting the Overflow Lot to the existing fuel truck roadway and Amelia Earhart Boulevard.

The entrance into the QTA facility leads to a pre-queuing area for stacking of up to 2 vehicles for each of the 6 fueling and vacuuming lanes. Furthermore an approach lane into the pre-queue lanes offers stacking of up to 6 additional vehicle positions. A total of 18 pre-queuing positions are planned in this alternative. Upon receiving service at the fueling and vacuuming area, rental vehicles proceed into one of the two car wash bays within the Multi-Purpose Building. The alternative offers 24 parking spaces for temporarily parking vehicles after completion of the QTA services.

- Alternative 3 (Figure 16) places the facility in the northwest corner of the Overflow Lot with the multi-purpose building to the west of the fuel/vacuum area. Access to enter and exit the QTA site will be via bi-directional gate located at the existing Overflow Lot shuttle entrance/exit gate at the north end of the lot. A new shuttle entrance/exit gate for the Overflow Lot will be constructed along the east side of the lot.

The entrance into the QTA facility leads to a pre-queuing area for stacking of up to 2 vehicles for each of the 6 fueling and vacuuming lanes. Furthermore an approach lane into the pre-queue lanes offers stacking of up to 7 additional vehicle positions. A total of 19 pre-queuing positions are planned in this alternative. Upon receiving service at the fueling and vacuuming area, rental vehicles proceed into one of the two car wash bays within the Multi-Purpose Building. The alternative offers 36 parking spaces for temporarily parking vehicles after completion of the QTA services.

During a coordination meeting on April 6, 2016 at ACY with the project stakeholders, preference was given to Alternative 2, with comments for modification.

Alternative 2A (Figure 17 and 18) Adjustments made to Alternative 2 include the following:

- Access to the site from the cell phone lot was eliminated and replaced with entrance and exits utilizing the existing fuel truck roadway.
- The fuel canopy/vacuum area is now to the north of the multipurpose building. This new arrangement allows for improved flow through the site.
- A longer pre-queuing and a separate post-queuing zone for RAC vehicles adjacent to the east side entrance and exit points has been created. The pre-queue lane provides a total of 24 spaces and the post queue lane provides of 12 spaces. The post-queuing zone will substitute the temporary parking spaces offered in alternative 2.
- SJTA representatives requested that Alternative 2A illustrate the addition of a double-loaded drive aisle to the west side of the overflow parking lot. The additional drive aisle offers approximately 150 spaces to offset the spaces lost by the integration of the QTA facility.

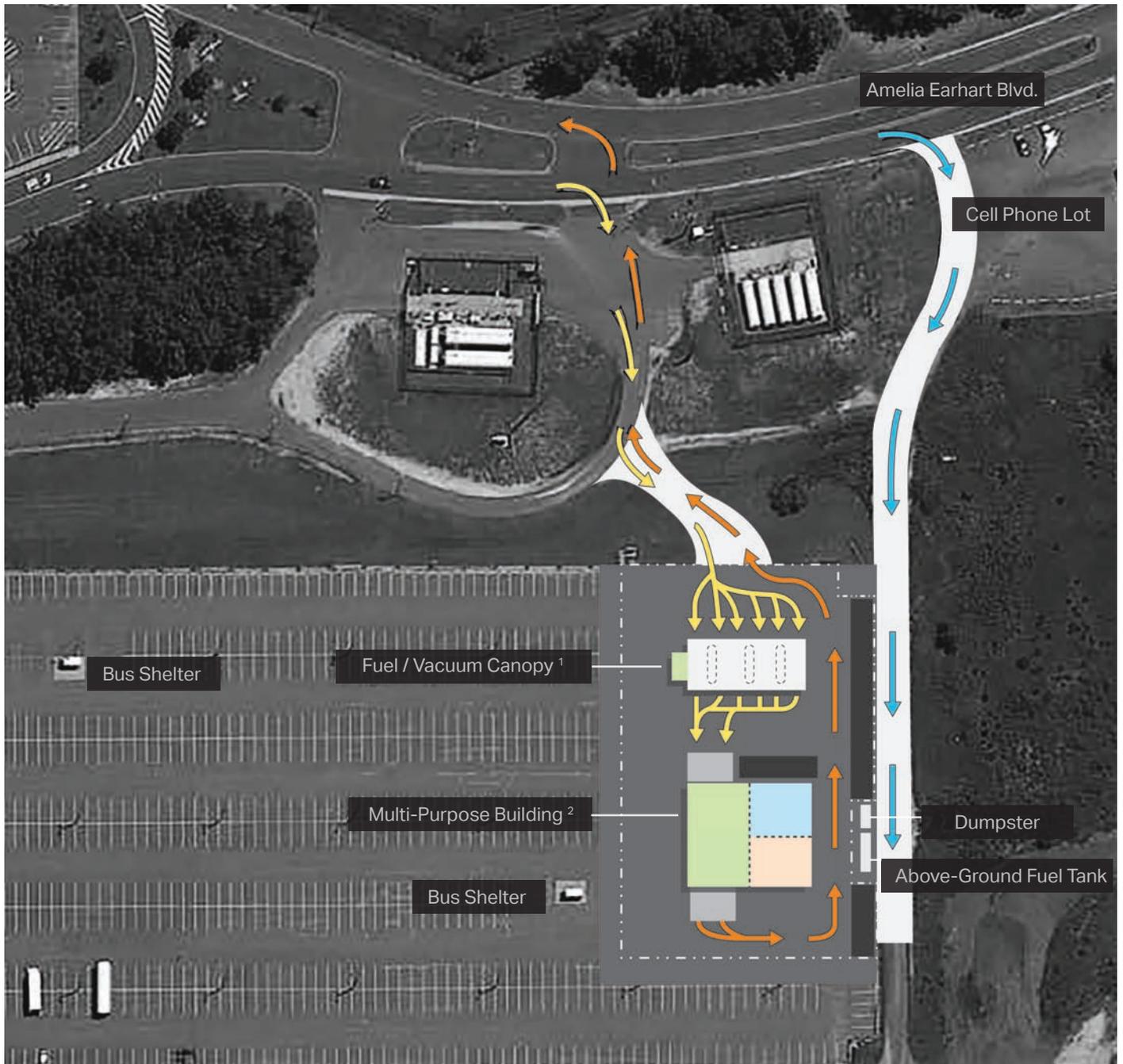


Figure 14: Alternative 1

- QTA Rental Car Path In
- QTA Rental Car Path Out
- Refuse and Gas Service Vehicle Path
- Access Road
- QTA Facility Parking
- QTA Facility Property Line

1. Fuel / Vacuum Canopy

3 Refueling Islands
6 Travel Lanes

2. Multi-Purpose Building:

2 Wash Bays
3 Maintenance Bays
3 Office Bays

Existing Overflow Parking

+/- 963 Spaces

Overflow Parking Area with QTA

+/- 763 Spaces (-200 Spaces)

QTA Facility Vehicle Storage

+/- 30 Spaces

New Impervious Paving

+/- 17,100 SF

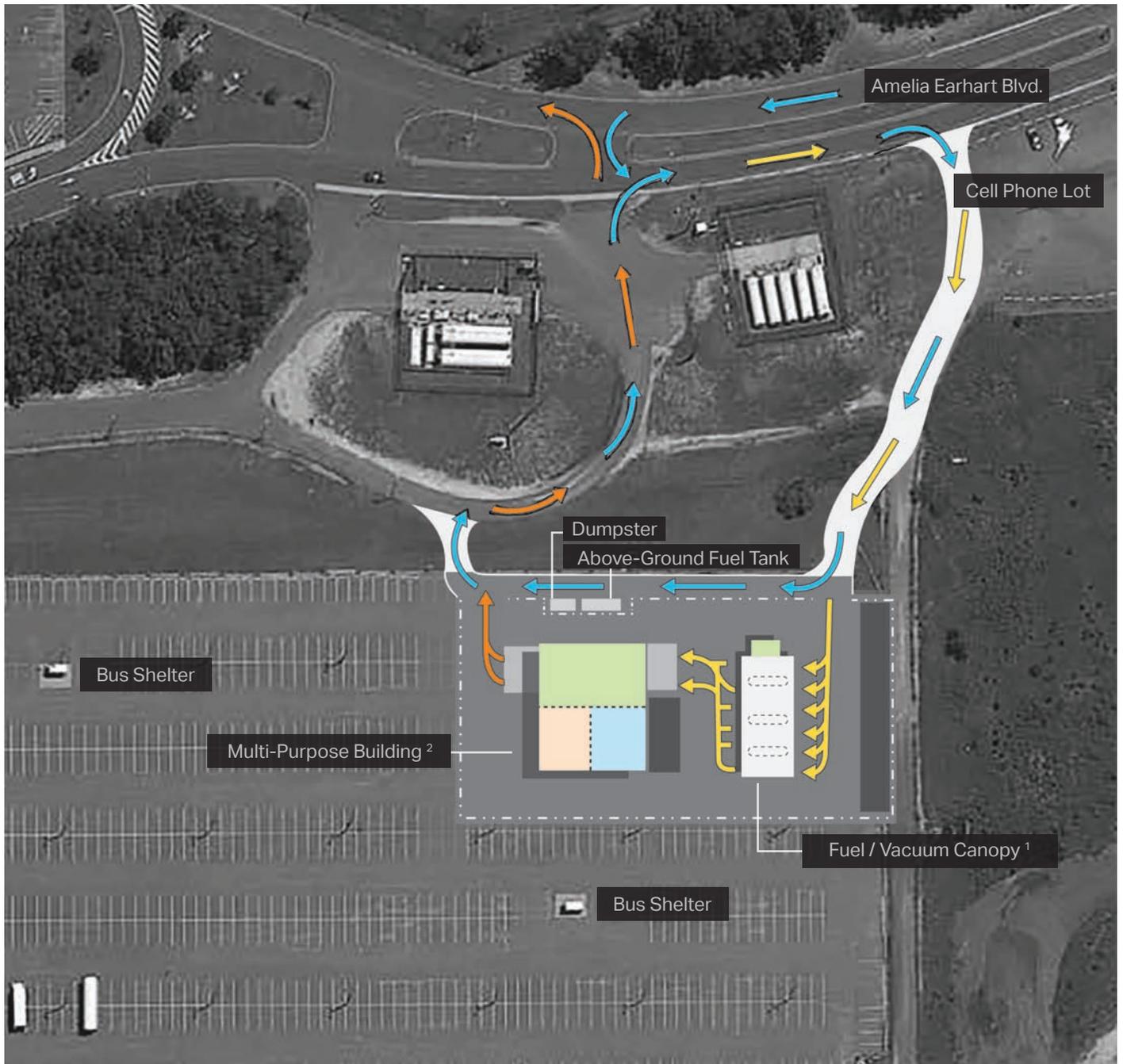


Figure 15: Alternative 2

-  QTA Rental Car Path In
-  QTA Rental Car Path Out
-  Refuse and Gas Service Vehicle Path
-  Access Road
-  QTA Facility Parking
-  QTA Facility Property Line

1. Fuel / Vacuum Canopy

3 Refueling Islands
6 Travel Lanes

2. Multi-Purpose Building:

2 Wash Bays
3 Maintenance Bays
3 Office Bays

Existing Overflow Parking

+/- 963 Spaces

Overflow Parking Area with QTA

+/- 763 Spaces (-200 Spaces)

QTA Facility Vehicle Storage

+/- 24 Spaces

New Impervious Paving

+/- 6,586 SF

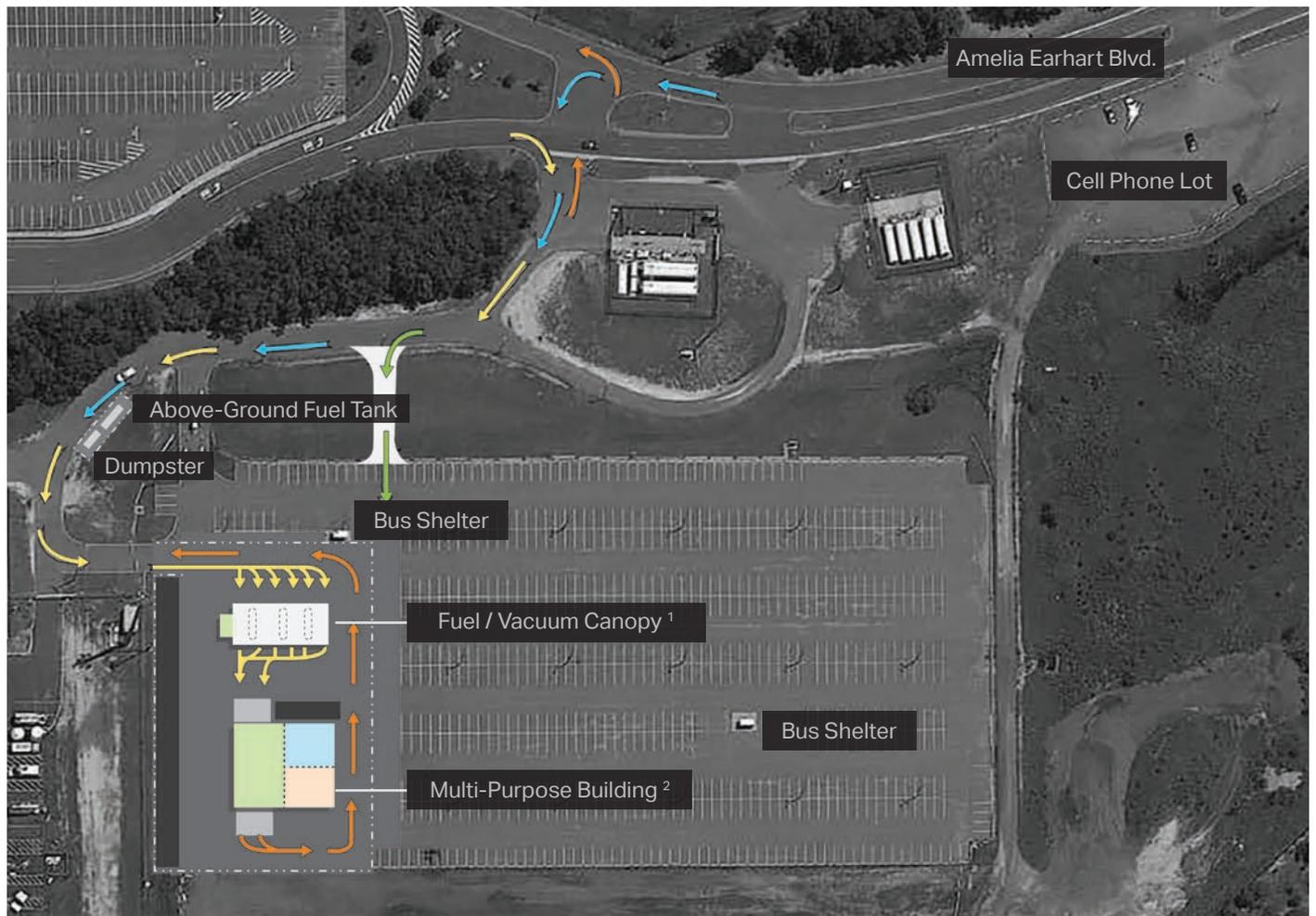


Figure 16: Alternative 3

-  QTA Rental Car Path In
-  QTA Rental Car Path Out
-  Refuse and Gas Service Vehicle Path
-  Refuse and Gas Service Vehicle Path
-  Access Road
-  QTA Facility Parking
-  QTA Facility Property Line

1. Fuel / Vacuum Canopy

- 3 Refueling Islands
- 6 Travel Lanes

2. Multi-Purpose Building:

- 2 Wash Bays
- 3 Maintenance Bays
- 3 Office Bays

Existing Overflow Parking

+/- 963 Spaces

Overflow Parking Area with QTA

+/- 761 Spaces (-202 Spaces)

QTA Facility Vehicle Storage

+/- 36 Spaces

New Impervious Paving

+/- 2,812 SF

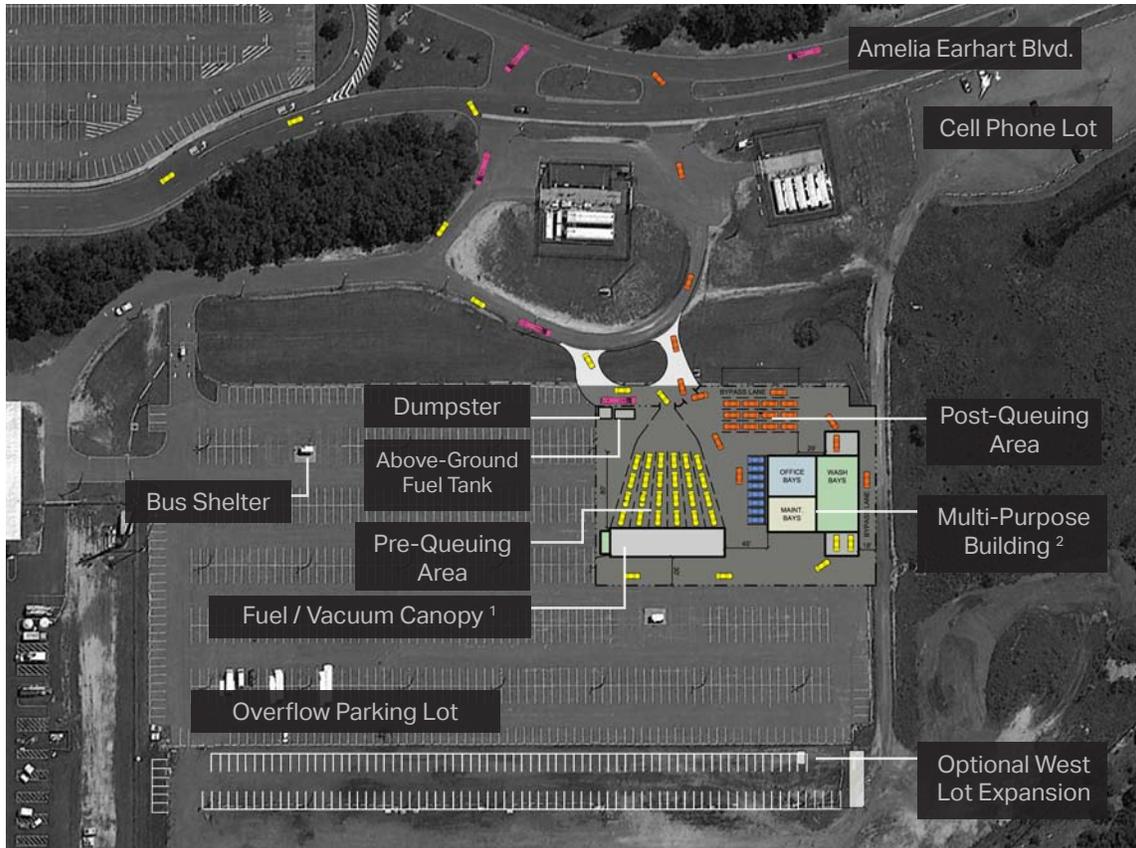


Figure 17: Alternative 2A, QTA Overall Site Plan

-  QTA Rental Car Path In
-  QTA Rental Car Path Out
-  Refuse and Gas Service Vehicle Path
-  Access Road
-  QTA Facility Parking
-  QTA Facility Property Line

1. Fuel / Vacuum Canopy

3 Refueling Islands
6 Travel Lanes

2. Multi-Purpose Building:

2 Wash Bays
3 Maintenance Bays
3 Office Bays

Existing Overflow Parking

+/- 963 Spaces

Overflow Parking Area with QTA

+/- 761 Spaces (-202 Spaces)

QTA Facility Parking

+/- 8 Spaces

Pre-Queue

6 Lanes With 4 Vehicles Each
Total: 24 Vehicles

Post-Queue

3 Lanes With 4 Vehicles Each
Total: 12 Vehicles

New Impervious Paving

+/- 2,980 SF

Optional West Lot Expansion

+/- 150 Spaces
+/- 43,740 SF



Figure 18: Alternative 2A, QTA Facility

-  QTA Rental Car Path In
-  QTA Rental Car Path Out
-  Refuse and Gas Service Vehicle Path
-  Access Road
-  QTA Facility Parking
-  QTA Facility Property Line

1. Fuel / Vacuum Canopy

- 3 Refueling Islands
- 6 Travel Lanes

2. Multi-Purpose Building:

- 2 Wash Bays
- 3 Maintenance Bays
- 3 Office Bays

Existing Overflow Parking

+/- 963 Spaces

Overflow Parking Area with QTA

+/- 761 Spaces (-202 Spaces)

QTA Facility Parking

+/- 8 Spaces

Pre-Queue

6 Lanes With 4 Vehicles Each
Total: 24 Vehicles

Post-Queue

3 Lanes With 4 Vehicles Each
Total: 12 Vehicles

New Impervious Paving

+/- 2,980 SF

Optional West Lot Expansion

+/- 150 Spaces
+/- 43,740 SF

The advantages and disadvantages for each alternative are very similar:

Alternative No. 1:

Advantages:

- QTA site is located on existing pavement
- There is a single entrance and exit
- Existing access to Overflow Lot remains unchanged

Disadvantages:

- Approximately 200 parking spaces will be lost
- More impervious area is created with entrance/exit bi-directional roadway
- More impervious area is created with the refuse and gas service driveway
- Exiting for refuse and gas service vehicles is difficult
- Most utilities are not located near the site

Alternative No. 2:

Advantages:

- QTA site is located on existing pavement.
- Existing access to Overflow Lot remains unchanged
- Exiting for refuse and gas service vehicles is easier.

Disadvantages:

- Approximately 220 parking spaces will be lost.
- More impervious area is created with entrance/exit bi-directional roadway.
- More impervious area is created with the refuse and gas service driveway
- The entrance and exit are at different locations.
- Most utilities are not located near the site

Alternative No. 2A:

Advantages:

- QTA site is located on existing pavement.
- Existing access to Overflow Lot remains unchanged
- Exiting for refuse and gas service vehicles is easier.
- Adequate pre and post queuing areas established.
- Lost parking spaces partially offset if west lot expansion implemented.

- Most efficient vehicle circulation plan

Disadvantages:

- Approximately 202 parking spaces will be lost.
- More impervious area is created with entrance/exit roadway.
- Most utilities are not located near the site

Alternative No. 3:

Advantages:

- QTA site is located on existing pavement
- There is a single entrance and exit
- Electric and gas utilities are located near the site

Disadvantages:

- Approximately 200 parking spaces will be lost (including 4 ADA parking spaces)
- A new Overflow Lot shuttle entrance/exit will be required
- QTA, shuttle, refuse, gas service, and general aviation traffic will be using the same driveway
- Exiting for refuse and gas service vehicles is difficult
- More impervious area is created with new Overflow Shuttle entrance/exit

4.11 QTA Site Construction Costs

A Rough Order Magnitude (ROM) cost estimate was created for the construction of a QTA facility. Because of the relative proximity of all three alternatives on the Overflow Parking Lot, there is no overwhelming difference between their construction costs. All three alternatives have the same elements, but differ in configuration and access to and from the site. The substantial cost difference depends upon the number of automated wash bays and the type of perimeter system used at the site, along with the option to add parking spaces to make up for that lost to the QTA. See Appendix B for all cost estimate detail.

The construction cost estimate for a QTA facility with two automated wash bays and guardrail around the site perimeter is \$4,190,000.

There is a cost savings if only one wash bay is automated. The construction cost estimate for a QTA facility with two wash bays, but only one automated wash bay and guardrail around the site perimeter is \$4,020,000.

There is a cost increase if a third automated wash bay is constructed. The construction cost estimate for a QTA with three automated wash bays and guardrail around the site perimeter is \$4,750,000.

If chain link fencing is installed around the site perimeter, a cost of \$130,000 will need to be added to the construction cost estimate.

If an additional 150 spaces are added to the western portion of the overflow parking lot, a cost of \$660,000 will need to be added to the construction cost estimate.

5.0 Schedule

The project schedule includes a design phase, a permitting phase, and a construction phase. The design of the QTA facility should be nine months. The design of the Rental Car Exit should be three months and could run concurrently with the design of the QTA facility.

The environmental permitting phase for the QTA facility would begin towards the end of the design phase and can take six months. The building permitting phase for the QTA would begin once the design phase is complete and would take three months to obtain the building permit.

The construction of the QTA facility should be nine months. The construction of the Rental Car Exit should be three months and could run concurrently with the construction of the QTA facility.

The project schedule including design, permitting, and construction would be 21 months.

6.0 Conclusion And Recommendations

AECOM has presented three alternatives for creating an exclusive rental car exit from the parking facilities. All three alternatives show the same dedicated rental car exit. Project stakeholders identified a new Alternative 1D which requires a dual gated crossing but reduces the overall loss of parking spaces and provides a relatively straight exit from the parking garage for RAC patrons. The consensus of project stakeholders is that alternative 1D is the preferred alternative.

This report discusses locating a rental car QTA facility in the existing Overflow Lot. This report lists options for the number of automated wash bays and perimeter security of the QTA facility. There are cost implications related to each of the options. As per the information gathered from the rental car agencies and car wash equipment manufacturers, one automated car wash bay will meet the 2022 peak criteria. However, having a second car wash bay, whether or not it is automated, would allow for redundancy in the car wash operation.

Three location/layout alternatives have been proposed within the Overflow Lot. Project stakeholders expressed a preference for Alternative 2 with some modifications in a meeting held at ACY on April 6, 2016. In a conference call conducted on May 9th, to review proposed modifications, project stakeholders agreed that the revised Alternative 2A is the preferred development alternative.

Appendix A

Meeting Minutes

Meeting Minutes

Subject	Rental Car Exit Lane and QTA Alternatives Draft Report		
Date	06-Apr-16	Time	1:00pm
AECOM Project No.	60319233.0011		
Project Name	ACY Rental Car QTA Facility		
Location	ACY Large Conference Room		
Attendees	Maryanne Baker (Enterprise), *Javier Alegre (Hertz), Ronald Robson (ABG), *Barbara Mathey (Enterprise), Steve Mazur (SJTA), Tim Kroll (SJTA/ACY), Tom Canto (SJTA), Peggy Andermanis (SJTA), Mike Bent (SJTA/ACY), Greg Brandley (SJTA/ACY), Leo Cori (ACY), E.J. Mullins (PANYNJ), R. Rampeisaud (PANYNJ), D. D'Amico (SJTA), Larry Miller (SJTA), Frank DiMarco (SJTA), Kevin Bleach (AECOM), Wanly Parra (AECOM), Luke McHugh (AECOM), Dana Heffernan (AECOM)		
Prepared	12-Apr-16	Prepared by	Dana Heffernan
Distribution	Attendees, Ben Lieberman, Anne Lomonaco		

*on the phone

1. Introductions

- a. Representatives from all rental car agencies – Avis/Budget, Hertz, and Enterprise were present in person and on the phone.
- b. AECOM is the planner/engineer leading the QTA Facility task for SJTA/ACY

2. Project Summary

- a. AECOM is submitted a draft report for the Assessment of Alternatives for a Rental Car Exit Land and Quick Turn Around Facility to SJTA on March 16, 2016. The draft report assesses location and layout options for:
 - i. A Quick Turn Around (QTA) facility for all the Rental Car Agencies to share
 - ii. A dedicated Rental Car exit from the parking garage/parking lot.

3. Rental Car Exit Lane Alternatives

- a. AECOM went through the existing condition and the three initial alternatives (1, 2, & 3) for creating a dedicated Rental Car Exit from the parking garage/parking lot.
- b. AECOM went through the three new alternatives (1A, 1B, & 1C) for creating a dedicated Rental Car Exit from the parking garage/parking lot.
- c. Alternatives 1A, 1B, & 1C all have the following characteristics
 - i. Increase in short term parking spaces
 - ii. Decrease in long term parking spaces
 - iii. Removal of the 2nd entrance into long term parking
 - iv. New/separate exit for short term parking
 - v. A collection system will be required for the new short term exit
- d. Alternatives 1A, 1B, & 1C differ in where the new short term exit is located
 - i. 1A has the new short term exit near the parking office and flows onto the commercial roadway.

- ii. 1B has the new short term exit near the short term entrance and flows onto Amelia Earhart Blvd.
 - iii. 1C reuses the 2nd long term entrance as the new short term exit and flows onto Amelia Earhart Blvd.
- e. ACY/SJTA had the following concerns about all the new alternatives
 - i. Increase in the short term parking spaces which are not needed
 - ii. Reduction of the long term parking spaces which are needed
 - iii. A collection system at the new/separate short term parking would need to be staffed. This is because there are many elderly patrons and patrons who try to pay at the exit with cash that would need guidance.
- f. ACY/SJTA did not want the short term patrons exiting onto the Commercial Roadway as shown in Alternative 1A. ACY/SJTA would rather have the RAC patrons exit onto the Commercial Roadway as in Alternative 2.
- g. AECOM suggested that having the short term exit near the parking office as in 1A would allow confused short term parking patrons quick access to the personnel in the parking office. ACY/SJTA stated that they did not want to run any portion of the parking system through a window or an intercom.
- h. It was suggested to try and use the existing RAC entrance into the parking garage as the RAC exit as well. The existing infrastructure would not allow for this setup.
- i. The RACs do not want their patrons exiting near the front of the Terminal, i.e. onto the Commercial Roadway.
- j. The RACs suggested extending the RAC path shown in Alternative 2 so that the RAC patrons would exit onto Amelia Earhart Blvd past the Terminal. This would require the short term entrance and 2nd long term entrance to be moved further south along Amelia Earhart Blvd. AECOM was concerned that there would not be enough space between the RAC exit and the short term entrance to account for site distances and weaving without changing the ratio of short term to long term spaces.
- k. AECOM suggested removing the physical and monetary barriers between the long term and short term parking. There would be one parking lot and payment would be based on the amount of time spent in the lot. SJTA stated that it just revised the parking fee structure a year ago and would not want to revise it again in such a short time.
- l. The RACs were amenable to Alternative 1 with softer turns. ACY/SJTA would be in agreement as long as current short term parking exit process was maintained.
- m. ACY/SJTA and the RACs agreed to the following alternative conditions
 - i. Use Alternative 1 with softer turns
 - ii. Delineate between the short-term and RAC exit and the long term and the RAC exit with some type of permanent delineation that could not be driven over
 - iii. Have two gate arms, one in each delineation barrier, where the current short term pass through to long term exists today for the short term traffic.
 - iv. Have two gate arms, one on each side of the short term pass through, for the RAC traffic.
 - v. A traffic light at this intersection in addition to the gate arms as a further warning for vehicles to stop.
 - vi. The RAC gate arms would default in the up position. The RAC gate arms would only lower when a short term car is detected by a loop at the short term pass through.
 - vii. The short term pass through gate arms would default in the down position. The short term pass through gate arms would not rise until a

short term car is detected on the loop and the RAC gate arms are lowered.

viii. There would be no ticket readers on the RAC exit.

4. QTA site/layout Alternatives

- a. AECOM and SJTA/ACY proposed looking at three locations for the QTA facility.
 - i. The current overflow parking lot
 - ii. The grass/tree area between the GA facilities and the economy parking lot
 - iii. The grass/tree area between the overflow parking lot and the economy parking lot.
- b. It was determined that the grass/tree areas would not lend themselves to an efficient layout for the QTA facility and that AECOM would develop three alternatives in the overflow parking lot: Alternatives 1, 2, and 3.
- c. All three QTA Alternatives have the following characteristics:
 - i. 3 fueling/vacuum islands for a total of 6 fueling/vacuum stations
 - ii. A multipurpose building with 2 wash bays, 3 maintenance bays, 3 office areas, a women's restroom, a men's restroom, a mechanical/electrical room, and a heated approach apron to the wash bays.
 - iii. Vehicle storage spaces
 - iv. A dumpster and an above-ground fuel tank located and accessed outside the QTA perimeter.
 - v. The cars enter the site, stop to refuel and vacuum, and then proceed directly through the wash bays. The cars then either exit the site or proceed to the maintenance bays as required.
 - vi. There is no U-turn required for the routine refuel/vacuum and wash process.
 - vii. Some level of pervious land development will be required for access to and from the QTA site.
- d. Alternative 1
 - i. Located in the south end of the overflow lot, perpendicular to Amelia Earhart Blvd.
 - ii. Entrance and egress to the QTA site will be from an access road developed between the current access road east of the overflow lot and the overflow lot.
 - iii. The dumpster and fuel tank will be accessed from the developed haul road beginning at the cell phone lot. Egress from dumpster and fuel tank would require trucks to back up all the way to Amelia Earhart Blvd.
 - iv. Reduction of 200 overflow parking spaces
 - v. 30 QTA vehicle storage spaces
 - vi. 17,100sf of new impervious pavement
- e. Alternative 2
 - i. Located in the south end of the overflow lot, parallel to Amelia Earhart Blvd.
 - ii. Entrance and egress to the QTA site will be from an access road developed between the current access road east of the overflow lot and the overflow lot.
 - iii. The dumpster and fuel tank will be accessed from an access road developed from the cell phone lot to the overflow lot.
 - iv. Reduction of 220 overflow parking spaces
 - v. 24 QTA vehicle storage spaces

- vi. 6,586sf of new impervious pavement
- f. Alternative 3
 - i. Located in the north end of the overflow lot, perpendicular to Amelia Earhart Blvd.
 - ii. Entrance and egress to the QTA site will be from the existing bus entrance to the overflow lot. A new bus entrance would need to be constructed between the existing access road east of the overflow lot and the overflow lot.
 - iii. The dumpster and fuel tank will be located on and accessed from the existing access road east of the overflow lot.
 - iv. Reduction of 202 overflow parking spaces
 - v. 36 QTA vehicle storage spaces
 - vi. 2,812sf of new impervious pavement
- g. Fueling/Vacuum Stations
 - i. The RACs do not want an elevated fueling island because it is a tripping hazard. The fueling stations are to be ground level with bollards to protect them. The fuel dispenser may be elevated within the bollards.
 - ii. Cars should be centered on the station so that they will only be stopped in one position to be refueled and vacuumed.
 - iii. The RACs stated that the vacuum drop should be toward the center of the station and adjacent to the opening of the car doors. The air and washer fluid drops should be toward the front of the station. The fuel should be toward the back of the station.
 - iv. The fuel dispensers will be accessed with swipe cards so that any RAC can use any fuel dispenser if necessary. However, each RAC will be assigned to a preferred dispenser for daily operations.
 - v. The RACs requested two mid-sized turbines to be installed for redundancy of the vacuum system instead of one large turbine. One turbine will operate a hose on each side of the fuel station. This will require two overhead vacuum ducts.
- h. Vehicle storage spaces/queueing spaces
 - i. The RACs expressed that queuing spaces in all three alternatives is not enough queuing spaces for their operations. Ronal Robson (ABG) stated that for reference, the Greater Binghamton Airport construction set supplied to AECOM indicates the appropriate amount of queuing area. The RACs will give AECOM a typical timing per car for the QTA process to determine the proper number of queuing spaces.
 - ii. The RACs stated that queueing spaces located prior to the fuel island is more important than queuing spaces located after the wash bays.
 - iii. The RACs explained that the cars are refueled and vacuumed and then parked (queued) before they are washed. Therefore, the layout does not have to have direct flow from the fueling islands to the wash bays. The orientation of the fuel island to the multipurpose building can be changed without an adverse effect to the QTA operations.
 - iv. SJTA expressed concern about expanding the QTA site and losing more than 220 overflow parking spaces. Both SJTA and the RACs suggested developing some of the land to the west of the overflow lot for either QTA queuing spaces or additional overflow spaces.
- i. Wash Bays

- i. It was decided that the multipurpose building would construct two wash bays. The RACs would determine if the second wash bay is to be automated during the design phase.
 - j. Maintenance Bays
 - i. Enterprise stated that they did not need a maintenance bay.
 - ii. Hertz and Avis/Budget stated they each wanted a maintenance bay.
 - iii. It was decided that the multipurpose building would have three maintenance bays and supplied with electric, water, compressed air, and communication lines. The fit out of the maintenance bays beyond the utilities would be up to each individual RAC.
 - iv. The RACs asked that AECOM clearly state in the final report whether the vehicle lifts are supplied in each of the maintenance bays or if the RAC tenant is responsible for supplying them.
 - k. Offices
 - i. Enterprise stated that they did not need an office area.
 - ii. Hertz & Avis/Budget stated they each wanted an office area.
 - iii. It was decided that the multipurpose building would have three office areas all supplied with electric, heating/cooling, and communication. The fit out of the offices beyond the utilities would be up to each individual RAC.
 - l. Site/Layout
 - i. SJTA stated that Alternative 3, located at the north end of the overflow lot is the least favorable. The north end of the overflow lot is a possible location of an expanded maintenance hangar.
 - ii. Alternative 1 was dismissed due to the difficulty of refuse and tanker trucks to reach the dumpster and fuel tank.
 - iii. It was decided to use Alternative 2 for the siting of the QTA.
 - iv. AECOM will revise Alternative 2 by reorienting the fuel island and multipurpose building and adding queuing spaces prior to the fuel islands and after the wash bays.
 - v. AECOM's revised Alternative 2 will include expansion of the overflow lot to the west to include another row of parking to offset the spaces taken by the QTA site.
- 5. Cost Estimate
 - a. AECOM's cost estimate with two automated wash bays and contingency is approximately \$4.2 Million.
 - b. AECOM explained that they looked at other QTA sites recently constructed around the county and compared those costs to this cost estimate, taking into account scope and location of the projects.
 - c. It was noted that the unaudited CFC collection for December 2015 was approximately \$1.36 Million, with yearly contributions of approximately \$350,000.
 - d. The RACs stated that they would rather finance the project instead of waiting until the CFC collection could pay for the entire project.
 - e. The RACs asked SJTA if they could finance the project through either a commercial loan, bonds or a 3rd party. SJTA stated it would look into the options and get back to the RACs on the subject.
- 6. Final Report
 - a. AECOM will use the comments and ideas from this meeting to create a final version of the Rental Car Exit and QTA Alternatives Report.
 - b. Final report to SJTA/ACY and the rental car agencies – Friday, May 20, 2016

Atlantic City International Airport
Rental Car Exit Lane and Quick Turn Around Facility

Draft Report Review Meeting – April 6, 2016 at 1:00 pm - ACY Conference Room

SIGN-IN SHEET

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Meeting Minutes

Subject	Kickoff Meeting		
Date	17-Nov-15	Time	1:30pm
AECOM Project No.	60319233.0011		
Project Name	ACY Rental Car QTA Facility		
Location	ACY Large Conference Room		
Attendees	Don Swinney (ABG), Maryanne Baker (Enterprise), Javier Alegre (Hertz), Scott Pflueger (Hertz), *Ronald Robson (ABG), *Barbara Mathey (Enterprise), Steve Mazur (SJTA), Tim Kroll (SJTA/ACY), Tom Canto (SJTA), Peggy Andermanis (SJTA), Mike Bent (SJTA/ACY), Greg Brandley (SJTA/ACY), Scott Marsh (ACY), Eric Billowitz (ACY), Kevin Bleach (AECOM), Jim Green (AECOM), Luke McHugh (AECOM), Dana Heffernan (AECOM)		
Prepared	30-Nov-15 rev1	Prepared by	Dana Heffernan
Distribution	Attendees, Ben Lieberman, Anne Lomonaco		

*on the phone

1. Introductions
 - a. Representatives from all rental car agencies – Avis/Budget, Hertz and Enterprise were present in person and on the phone.
 - b. AECOM is the planner/engineer leading the QTA Facility task for SJTA/ACY
2. Project Summary
 - a. AECOM is developing a planning report that will assess location and layout options for:
 - i. A Quick Turn Around (QTA) facility for all the Rental Car Agencies to share
 - ii. A dedicated Rental Car exit from the parking garage/parking lot.
3. Rental Car Exit Lane Alternatives
 - a. AECOM went through the existing condition and three alternatives for creating a dedicated Rental Car Exit from the parking garage/parking lot.
 - b. Existing Condition
 - i. There is one parking exit with 4 lanes that is shared by the short-term parking lot, economy parking lot, parking garage and rental car agencies.
 - ii. Each rental car agency has a separate exit from the parking garage.
 - iii. Rental cars wind their way from the parking garage through the long-term parking lot to the parking exit.
 - iv. The rental car agencies share a dedicated lane at the parking exit.
 - v. The rental car agencies need to give their clients a ticket to insert at the parking exit in order to leave
 - vi. The existing condition causes some confusion with rental car patrons who are not sure how to exit the economy parking lot once they leave the parking garage.
 - c. Alternative 1

- i. Has a dedicated lane that allows only the rental cars to exit the parking area near the second entrance to the economy parking.
 - ii. The rental car exit lane would be separated from the parking garage exit lane and the economy parking by jersey barriers.
 - iii. Parking garage patrons would exit the parking area same way they do currently.
 - iv. The second entrance to the economy parking lot would need to be eliminated.
 - v. The economy parking spaces near the second entrance would be eliminated.
 - vi. The exit from the short-term parking lot would be relocated so that the short-term cars exit onto the commercial vehicle lane near the lobby of the parking garage.
 - vii. The new short-term parking exit would require an arm activated by a paid parking ticket.
 - viii. Short-term parking patrons would need to pay for their parking in the lobby of the parking garage.
 - ix. Concern was expressed for the sight distance for the short-term parking patrons as they enter into the commercial vehicle lane. Possible mitigation for this issue is to install a traffic device on the commercial vehicle lane to alert buses and limos that cars are exiting the short-term parking lot.
 - x. AECOM will look at relocating the short-term parking lot exit so that cars will exit directly onto Amelia Earhart Blvd from the short-term parking lot.
 - xi. Concern was expressed for losing the second entrance into the economy parking lot. Possible mitigation for this issue is to install a sensor sally port device that would not allow rental cars past the second economy entrance when a car is entering the parking lot.
 - xii.
- d. Alternative 2
- i. Has a dedicated lane that allows the rental cars to exit the parking area onto the commercial vehicle lane near the lobby of the parking garage.
 - ii. The short-term parking lot exit would be relocated so that it would be in line with the exit aisle in the economy parking lot.
 - iii. The rental car exit lane would be separated from the parking garage exit lane, the economy parking, and the short-term parking by jersey barriers.
 - iv. Parking garage patrons would exit the parking area the same way they do now.
 - v. Parking spaces in the short-term and economy lots near the parking garage would need to be eliminated.
 - vi. Restriping in the short-term and economy lots would be needed to compensate for the loss of spaces next to the parking garage.
 - vii. Concern was expressed for the sight distance for the rental car patrons as they enter into the commercial vehicle lane. Possible mitigation for this issue is to install a traffic device on the commercial vehicle lane to alert buses and limos that rental cars are exiting
 - viii. Concern was expressed that the disruption to the commercial vehicle lane would be greater in Alternative 2 than Alternative 1 since there are more rental car patrons than short-term parking patrons.
- e. Alternative 3

- i. Similar to Alternative 2, Alternative 3 has a dedicated lane that allows the rental cars to exit the parking area onto the commercial vehicle lane near the lobby of the parking garage.
 - ii. The short-term parking lot exit would be relocated so that it would be in line with the exit aisle in the economy parking lot.
 - iii. The rental car exit lane would be separated from the parking garage exit lane, the economy parking, and the short-term parking by jersey barriers.
 - iv. Parking garage patrons would follow an altered route through the economy parking lot to reach the parking area exit.
 - v. Parking spaces in the short-term and economy lots near the parking garage would need to be eliminated.
 - vi. Restriping in the short-term and economy lots would be needed to compensate for the loss of spaces next to the parking garage.
 - vii. Concern was expressed for the sight distance for the rental car patrons as they enter into the commercial vehicle lane. Possible mitigation for this issue is to install a traffic device on the commercial vehicle lane to alert buses and limos that rental cars are exiting
 - viii. Concern was expressed that the disruption to the commercial vehicle lane would be greater in Alternative 2 than Alternative 1 since there are more rental car patrons than short-term parking patrons.
- f. In all alternatives, the rental car agencies want a dedicated exit that does not require a ticket in order to exit the parking area.
- i. The dedicated exit could have a sensor that counts the cars and activates an arm to allow the rental cars to exit.
 - ii. The dedicated exit could have no exit requirements and be designed so that entry into the rental car exit lane is quite difficult.
- g. Due to concern for the rental car volume exiting onto the commercial vehicle lane, AECOM will pursue variations of Alternative 1 for the draft planning report.

4. QTA Facility

- a. The 2010 ACY Master Plan assessed several locations for a rental car QTA facility. However, none of these locations were wholly located on ACY property.
- b. The 2013 Urban Feasibility Study assessed having the rental car QTA in the former ARFF building. The former ARFF building is located on FAA Technical Center property. SJTA/ACY has now learned that the FAA Technical Center will not allow the QTA to be located in the former ARFF building
- c. SJTA/ACY has decided that the rental car QTA should be located completely on ACY property.
- d. AECOM and SJTA/ACY proposed looking at three new locations for the QTA facility.
 - i. The current overflow parking lot
 - ii. The grass/tree area between the GA facilities and the economy parking lot
 - iii. The grass/tree area between the overflow parking lot and the economy parking lot.
- e. It was suggested to assess the grass/tree area next to the former ARFF building. Since that property is a retention basin and located on FAA Technical Center property it will not be pursued as an option.
- f. It was determined that the grass/tree areas would not lend themselves to an efficient layout for the QTA facility. AECOM will pursue variations of locating the QTA facility in the overflow parking lot.
- g. Circulation

- i. It was asked if the traffic exiting the QTA could be routed back into the economy parking lot instead of recirculating on Amelia Earhart Blvd.
 - ii. There is concern for the traffic exiting the QTA and entering into traffic on Amelia Earhart Blvd. with regard to sight distances and speed. AECOM will review this issue in the draft report and will recommend mitigating measures where necessary.
 - h. Urban 2013 Feasibility Report lists requirements for the QTA facility. The rental car agencies would like to revisit the QTA requirements from the 2013 report to make sure they are still valid.
 - i. The rental car agencies stated that they would complete a requirements questionnaire similar to the one completed for the 2013 report.
 - ii. Before they complete the questionnaire, the rental car agencies have asked ACY to send them the airport's forecasted growth for the next several years. Tim Kroll stated that ACY would send the forecast to the rental car agencies.
 - i. 2016 QTA Requirements
 - i. ADA accessible
 - ii. Queueing for cars
 - iii. Three car wash bays
 - 1. 80 feet long for cold weather climates
 - 2. High speed doors
 - 3. Heated pads
 - 4. Blowers
 - 5. Open walls between bays
 - 6. Recirculated water
 - iv. Light Maintenance Bays – oil & tire changes
 - 1. Bays should be separated by walls
 - 2. Are three separate bays required?
 - 3. Car lift
 - 4. Overhead reel
 - 5. Power for wheel balances & jumping batteries
 - v. Fueling – just gasoline
 - 1. Above ground storage – 12,000 gal tank will hold a full delivery
 - 2. One system with 3 pumps and two nozzles per pump.
 - 3. Swipe card activation so any agency can use any pump.
 - 4. Canopy with 35 to 50 foot candles of light projected into the vehicles
 - vi. Storage – 10ft x 12ft or 10ft x 15ft – one room or three?
 - vii. Office – one or three?
 - viii. Breakroom – one room or three?
 - ix. Bathrooms – one male and one female shared by agencies
 - x. Utilities
 - 1. Power
 - 2. Water
 - 3. Sewer
 - 4. T1 line
 - j. Site accessibility
 - i. No access to the public – fenced site
 - ii. Access for trash pickup
 - iii. Access for fuel deliveries

- iv. QTA entrance and exit cannot adversely affect overflow parking lot circulation
 - k. Layout -
 - i. Hertz stated that they would send AECOM/ACY the layout from their latest shared QTA at the Binghamton, NY airport for reference.
 - ii. the QTA should be able to be expanded in the future
- 5. Schedule
 - a. Draft report to SJTA/ACY and the rental car agencies – Friday, January 22, 2016
 - b. Progress meeting/conference call to discuss draft report – Week of February 15th
 - c. Final report to SJTA/ACY and the rental car agencies – Friday, March 18 2016

Atlantic City International Airport
Rental Car Quick Turn Around (QTA) Facility Planning Task

Kickoff Meeting – November 17, 2015 at 1:30 pm - ACY Conference Room

SIGN-IN SHEET

Name	Company	Phone Number	Email
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* ON THE PHONE

Appendix B

Cost Estimates

ACY Rental Car QTA Facility
Egg Harbor Township, NJ
Conceptual Cost Estimate (ROM) - Rev 2
based on design concept as of 3/10/2016

<u>ESTIMATE DETAIL</u>	BASE BID - TWO WASH BAYS WITH AUTOMATED EQUIPMENT. GUARDRAIL AROUND SITE PERIMETER.	ALT #1 - ADD 3RD WASH BAY WITH AUTOMATED WASH EQUIPMENT.	ALT #2 - DEDUCT AUTOMATED CAR WASH EQUIPMENT FROM ONE BAY	ALT #3 - ADD CHAIN LINK FENCING AROUND SITE	ALT #4 - WEST LOT EXPANSION
DIRECT COSTS:					
A10 FOUNDATIONS	\$ 580,197	\$ 98,150	\$ -	\$ -	\$ -
B10 SUPERSTRUCTURE	\$ 326,715	\$ 48,240	\$ -	\$ -	\$ -
B20 EXTERIOR ENCLOSURE	\$ 213,342	\$ 48,280	\$ -	\$ -	\$ -
C10 INTERIOR CONSTRUCTION	\$ 152,334	\$ 3,600	\$ -	\$ -	\$ -
C30 INTERIOR FINISHES	\$ 89,049	\$ 621	\$ -	\$ -	\$ -
D20 PLUMBING	\$ 160,989	\$ 13,114	\$ -	\$ -	\$ -
D30 HVAC	\$ 60,330	\$ 7,800	\$ -	\$ -	\$ -
D40 FIRE PROTECTION	\$ 55,443	\$ 4,320	\$ -	\$ -	\$ -
D50 ELECTRICAL	\$ 257,427	\$ 21,600	\$ -	\$ -	\$ -
E10 EQUIPMENT	\$ 378,400	\$ 115,000	\$ (115,000)	\$ -	\$ -
E20 FURNISHINGS	\$ 16,500	\$ -	\$ -	\$ -	\$ -
G10 SITE PREPARATION	\$ 42,075	\$ 2,880	\$ -	\$ -	\$ -
G20 SITE IMPROVEMENTS	\$ 138,925	\$ 550	\$ -	\$ 84,150	\$ 366,400
G30 SITE CIVIL/MECHANICAL UTILITIES	\$ 130,000	\$ -	\$ -	\$ -	\$ 68,040
G40 SITE ELECTRICAL UTILITIES	\$ 150,000	\$ -	\$ -	\$ -	\$ -
PROJECT DIRECT COST TOTAL (2016\$)	\$ 2,751,725	\$ 364,155	\$ (115,000)	\$ 84,150	\$ 434,440
GC/CM INDIRECT EXPENSE (15%)	\$ 412,759	\$ 54,623	\$ (17,250)	\$ 12,623	\$ 65,166
GC/CM OVERHEAD & PROFIT (8%)	\$ 253,159	\$ 33,502	\$ (10,580)	\$ 7,742	\$ 39,968
BONDS (1.5%)	\$ 51,265	\$ 6,784	\$ (2,142)	\$ 1,568	\$ 8,094
ESCALATION (EXCLUDED)	\$ -	\$ -	\$ -	\$ -	\$ -
PROJECT CONSTRUCTION TOTAL BEFORE CONTINGENCY(2016\$)	\$ 3,468,907	\$ 459,065	\$ (144,972)	\$ 106,082	\$ 547,668
CONTINGENCY	\$ 693,781	\$ 91,813	\$ (28,994)	\$ 21,216	\$ 109,534
PROJECT TOTAL (2016\$)	\$ 4,162,689	\$ 550,878	\$ (173,967)	\$ 127,298	\$ 657,202
SAY (2016\$)	\$ 4,170,000	\$ 560,000	\$ (170,000)	\$ 130,000	\$ 660,000

**ACY RENTAL CAR EXIT ALTERNATIVES
ESTIMATE OF PROBABLE CONSTRUCTION COST**

<i>Spec. No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Cost</i>
ALTERNATIVE 1A					
	Unclassified Excavation	94	CY	\$ 10.00	\$ 940.00
	CABC	280	SY	\$ 10.00	\$ 2,800.00
	Bituminous Pavment	96	TN	\$ 95.00	\$ 9,120.00
	Curb	40	LF	\$ 13.00	\$ 520.00
	Topsoiling	100	SY	\$ 0.50	\$ 50.00
	Seeding	100	SY	\$ 0.50	\$ 50.00
	Mulching	100	SY	\$ 0.30	\$ 30.00
	Paint	200	SF	\$ 1.00	\$ 200.00
	Bituminous Pavment Removal	100	SY	\$ 10.00	\$ 1,000.00
	Curb Removal	180	LF	\$ 6.00	\$ 1,080.00
	Concrete Removal	300	SY	\$ 10.00	\$ 3,000.00
	Paint Removal	1,500	SF	\$ 1.50	\$ 2,250.00
	Concrete Barrier	1,025	LF	\$ 20.00	\$ 20,500.00
	Traffic Directional Sign	11	EACH	\$ 200.00	\$ 2,200.00
	Gate Arm, Card Reader, Conduit and Cable to Demarcation Point Complete-In-Place	1	LS	\$ 25,000.00	\$ 25,000.00
ALT 1A SUBTOTAL =					\$ 68,740.00

<i>Spec. No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Cost</i>
ALTERNATIVE 1B					
	Unclassified Excavation	170	CY	\$ 10.00	\$ 1,700.00
	CABC	430	SY	\$ 10.00	\$ 4,300.00
	Bituminous Pavment	146	TN	\$ 95.00	\$ 13,870.00
	Concrete Pavment	20	CY	\$ 50.00	\$ 1,000.00
	4" PCC Sidewalk	500	SF	\$ 6.00	\$ 3,000.00
	Curb	160	LF	\$ 13.00	\$ 2,080.00
	Topsoiling	75	SY	\$ 0.50	\$ 37.50
	Seeding	75	SY	\$ 0.50	\$ 37.50
	Mulching	75	SY	\$ 0.30	\$ 22.50
	Paint	175	SF	\$ 1.00	\$ 175.00
	Bituminous Pavment Removal	215	SY	\$ 10.00	\$ 2,150.00
	Curb Removal	180	LF	\$ 6.00	\$ 1,080.00
	Concrete Removal	250	SY	\$ 10.00	\$ 2,500.00
	Paint Removal	1,300	SF	\$ 1.50	\$ 1,950.00
	Concrete Barrier	1,025	LF	\$ 20.00	\$ 20,500.00
	Traffic Directional Sign	6	EACH	\$ 200.00	\$ 1,200.00
	Gate Arm, Card Reader, Conduit and Cable to Demarcation Point Complete-In-Place	1	LS	\$ 25,000.00	\$ 25,000.00
ALT 1B SUBTOTAL =					\$ 80,602.50

<i>Spec. No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Cost</i>
ALTERNATIVE 1C					
	Unclassified Excavation	50	CY	\$ 10.00	\$ 500.00
	CABC	320	SY	\$ 10.00	\$ 3,200.00
	Bituminous Pavment	90	TN	\$ 95.00	\$ 8,550.00
	Concrete Pavment	15	CY	\$ 50.00	\$ 750.00
	4" PCC Sidewalk	500	SF	\$ 6.00	\$ 3,000.00
	Curb	30	LF	\$ 13.00	\$ 390.00
	Paint	160	SF	\$ 1.00	\$ 160.00
	Bituminous Pavment Removal	60	SY	\$ 10.00	\$ 600.00
	Curb Removal	180	LF	\$ 6.00	\$ 1,080.00
	Concrete Removal	195	SY	\$ 10.00	\$ 1,950.00
	Paint Removal	1,200	SF	\$ 1.50	\$ 1,800.00
	Concrete Barrier	1,025	LF	\$ 20.00	\$ 20,500.00
	Traffic Directional Sign	11	EACH	\$ 200.00	\$ 2,200.00
	Gate Arm, Card Reader, Conduit and Cable to Demarcation Point Complete-In-Place	1	LS	\$ 25,000.00	\$ 25,000.00
ALT 1C SUBTOTAL =					\$ 69,680.00

<i>Spec. No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Cost</i>
ALTERNATIVE 1D					
	Unclassified Excavation	90	CY	\$ 10.00	\$ 900.00
	CABC	200	SY	\$ 10.00	\$ 2,000.00
	Bituminous Pavment	90	TN	\$ 95.00	\$ 8,550.00
	Curb	40	LF	\$ 13.00	\$ 520.00
	Topsoiling	100	SY	\$ 0.50	\$ 50.00
	Seeding	100	SY	\$ 0.50	\$ 50.00
	Mulching	100	SY	\$ 0.30	\$ 30.00
	Paint	200	SF	\$ 1.00	\$ 200.00
	Bituminous Pavment Removal	100	SY	\$ 10.00	\$ 1,000.00
	Curb Removal	180	LF	\$ 6.00	\$ 1,080.00
	Concrete Removal	200	SY	\$ 10.00	\$ 2,000.00
	Paint Removal	1,200	SF	\$ 1.50	\$ 1,800.00
	Concrete Barrier	1,000	LF	\$ 20.00	\$ 20,000.00
	Relocated Gate Arm, Conduit and Cable to Demarcation Point Complete-In-Place	1	EA	\$ 10,000.00	\$ 10,000.00
	Gate Arms, Conduit and Cable to Demarcation Point Complete-In-Place	3	EA	\$ 15,000.00	\$ 45,000.00
ALT 1A SUBTOTAL =					\$ 93,180.00