



*Gerry P. Little, Freeholder Director*  
*John C. Bartlett, Jr., Freeholder Deputy Director*  
*Virginia E. Haines, Freeholder*  
*John P. Kelly, Freeholder*  
*Joseph H. Vicari, Freeholder*

*Michael J. Fiure, Director, Management & Budget*  
*Jennifer L. Bowens, Purchasing Agent*

**COUNTY OF OCEAN  
ADMINISTRATION BUILDING  
101 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08754**

***REQUEST***

***FOR***

***PROPOSAL***

***FOR***

**Fixed Base Operation at Ocean County Airport**

**2018-2023**

## **REQUEST FOR PROPOSALS**

The Ocean County Board of Chosen Freeholders (BOARD) is requesting proposals for the services of a fixed base operator (OPERATOR) licensed in the state of New Jersey to provide services for **Fixed Base Operation at Ocean County Airport**.

The Request for Proposal (RFP) is available on the Ocean County Bid Portal Website (<http://www.co.ocean.nj.us/ocbidportal.nsf>) or by contacting the County Administrator's Office at 732-929-2147.

Sealed proposals shall be mailed to:

County Administrator's Office  
Administration Building, Room 335  
101 Hooper Avenue  
Toms River, New Jersey 08753

and must be received prior to 4:00PM, prevailing time, on **Thursday, July 12, 2018**. The County will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in this notice. Proposals may be hand delivered to the County Administrator's Office.

By order of the Board of Chosen Freeholders of the County of Ocean.

Signed: **GERRY P. LITTLE**  
Freeholder Director

**CARL W. BLOCK**  
County Administrator

## **INTRODUCTION**

The County of Ocean is a County of Fifth Class as defined in N.J.S.A. 40A:6-1 et seq. Pursuant to N.J.S.A. 19:44A-20.4 et seq., the County of Ocean requests proposals from firms capable of providing **Fixed Base Operation at Ocean County Airport** for a five year contract term.

The successful vendor(s) must have a minimum of five (5) years experience in providing fixed base operation.

## **SCOPE OF WORK**

### GENERAL INFORMATION – OCEAN COUNTY AIRPORT

Ocean County Airport is a BOARD-owned facility located on over 800 acres in Berkeley and Lacey Townships, approximately five miles west of downtown Toms River. The airport is located about 55 miles east of Philadelphia, 65 miles south of New York City, and 40 miles north of Atlantic City. Ocean County Airport first opened in 1968 and is now a significant regional aviation facility in central New Jersey. The airport is a precision approach facility featuring a 6,000 x 100 foot primary runway, a 3,600 x 75 foot crosswind runway, a high intensity lighting system, four conventional hangar buildings, five T-hangar buildings, and a 10,250 square foot terminal building. The airport currently has approximately 80 based aircraft and averages over 30,000 flight operations per year. In addition to accommodating private planes, the airport supports corporate jets, forest fire planes, the Civil Air Patrol, and emergency services aircraft.

The airport is located within the Pinelands Comprehensive Management Area of New Jersey, and there is no residential development adjacent to the facility. The lack of existing and future residential conflicts is a significant asset to this aviation facility. Although the airport is located within the environmentally sensitive Pinelands, the BOARD has coordinated a productive working relationship between the NJ Pinelands Commission, the Soil Conservation District, the FAA, and the NJDOT Division of Aeronautics. In 2012, the BOARD entered into a Memorandum of Agreement (MOA) with the Pinelands Commission which prescribes the build-out of structures and other facilities at the airport. All future airport improvement projects must be in compliance with the MOA.

Over \$30 million in major improvement projects and programs have been completed or authorized at the airport since 1990. A list of these projects is attached (Attachment A). Many of these projects were designed to bring the airfield into conformance with FAA safety regulations and/or various environmental regulations, or to improve access to the airport.

The OPERATOR will lease the existing Maintenance Hangar, Storage Hangar and the Terminal Building at the airport. The OPERATOR will also manage the existing tie-down facilities. Additional facilities may be constructed in accordance with the Airport Layout Plan and the 2012 MOA between the BOARD and the Pinelands Commission.

Maps depicting the location of future capital improvements and the airport layout, are attached (Attachments B and C, respectively).

## TERMS AND RATES OF LEASE

The terms of the lease shall be for a period of sixty (60) months commencing on September 2, 2018 and ending September 1, 2023. The proposer will furnish the rent schedule for the five-year period as outlined below. The OPERATOR will have the option of renewing the lease for an additional five-year period, according to the terms outlined at the end of the following section.

Within ten (10) days of the award of the Lease Agreement, the Proposer will furnish its formal address to the BOARD for the receipt of all notices and notifications.

## LEASE RATES

The proposer will develop a rent schedule based on the requirements listed below.

The proposer is responsible for developing an annual rent schedule for the five-year period. However, this figure must be at least two (2) percent of the lessee's annual gross sales, minus fuel flowage.

In addition, the proposer will also be responsible for developing a fuel flowage fee schedule which will list the percentage cost per gallon to be provided as a separate lease fee. However, the fee will not be less than five (5) percent per gallon of the wholesale cost of all fuels and other lubricants, excluding taxes.

The OPERATOR and the BOARD will share the cost of heating utility payments for the terminal building. The proposer will be responsible for developing a fee schedule which will not be less than twenty-five (25) percent of all heating utility costs.

The OPERATOR will retain all financial records dating back at least three (3) years, which shall be made available to the BOARD upon request. The OPERATOR will submit to an annual audit of its finances to be conducted by a Certified Public Accountant representing an independent third party.

Upon agreement of both the OPERATOR and the BOARD, the OPERATOR shall have the option and privilege of renewing the agreement for an additional period of five (5) years at the expiration of the term. The new lease rent as a percentage of the lessee's annual gross sales and the fuel flowage fee percentage will remain the same as that paid during the initial five-year period.

## CONTRACT ASSIGNMENT

All provisions of the lease agreement applicable to the OPERATOR shall be equally binding upon any party to which the activities, uses, privileges, and obligations authorized therein, leased premises or leased facilities are assigned, sublet, or underlet. For the purposes of this agreement, the term assignment shall include the transfer or sale of corporate stock of the OPERATOR to third persons.

Any assignment, including a change of ownership, will require approval of the BOARD.

If, after the OPERATOR has entered into agreement with the BOARD to provide fixed base operator services, the OPERATOR has a change in ownership, the new ownership will comply with the terms and conditions of the original agreement through the completion of the contract period.

## MINIMUM SERVICES REQUIRED

The lessee is required to perform the following minimum services. A detailed description of each of these services is to be completed by the proposer:

- Provide flight planning support and aircraft ground guidance
- Line services, including the sale and into aircraft delivery of aviation fuels, lubricants, and other aviation products, maintenance and repair of aircraft, aircraft towing, and parts sales
- Management of aircraft tie-down and storage (except BOARD-owned T-hangars)
- Pilot training and proficiency services
- Aircraft charter and taxi service
- General maintenance and upkeep of the terminal building's public areas, bathrooms, and administrative offices not reserved for BOARD use
- Staffing of the terminal building during normal business hours
- Snow removal in designated areas (see Attachment D)
- Daily compliance with applicable underground storage tank regulations (At least one employee should be Class A/B certified on or before October 13, 2018.)

## OPTIONAL SERVICES WHICH MAY BE PROVIDED

The lessee may provide the following services upon approval by the BOARD. A detailed description of these services is to be completed by the proposer.

- Aircraft sales, rentals, and leasing
- Other commercial services such as sightseeing, aerial photography, etc.

## MINIMUM REQUIREMENTS AND QUALIFICATIONS

Proposer must have operated as an FBO for a minimum of five (5) years. The proposer must provide information on experience and required certification. It is also suggested that a business/marketing plan be submitted along with the proposal, outlining the proposer's operation plan for the first five years.

Proposer must maintain the following Federal Aviation Regulation (F.A.R.) Certificates:

- 14 CFR Part 135 Air Carrier and Operator Certification
- 14 CFR Part 141 Pilot Schools
- 14 CFR Part 145 Repair Stations

Proposer must maintain the necessary federal, state, and local permits, licenses, and certificates for repair, fueling, and other applicable operations.

Proposer must maintain Workers' Compensation, Commercial General Liability Insurance, Airport Liability Insurance, Hangerkeepers, Commercial Property insurance as well as Automobile Liability naming the BOARD as additional insured on a primary noncontributory basis with extended coverage indemnifying the owner.

Proposer must maintain all applicable safety and environmental permits related to business operations, as well as stormwater management in accordance with the facility's Basic Industrial Stormwater General Permit (NJ0088315).

## LEASED PREMISES

The OPERATOR will lease the existing Maintenance Hangar (Building 54) (8,150 sq. ft.), Storage Hangar (Building 55) (4,050 sq. ft.) and the Terminal Building (Building 56) (10,250 sq. ft.). The second floor of the terminal building will be reserved for the BOARD and will not come under the provisions of this lease. The FBO will also manage the existing permanent and transient tie-down facilities, and will be responsible for maintenance and replacement of these facilities.

Existing services and facilities may be expanded in cooperation with—and upon approval by—the BOARD in accordance with the 2012 MOA between the BOARD and the Pinelands Commission. New facilities may also be constructed in cooperation with—and upon approval by—the BOARD, and in accordance with the 2012 MOA between the BOARD and the Pinelands Commission. Adjustments in the lease rates will result from such cooperative arrangements if warranted.

## FACILITY REVIEW

All proposers will have the opportunity to view the airport facilities during a facility review on Thursday, June 28, 2018, at 10:00AM, prevailing time. Arrangements to visit the facility should be made with Steven J. Simone, Senior Planner, at 732-929-2054.

## PROPOSAL REVIEW AND AWARD

The BOARD is solely responsible for selecting the proposal and awarding the lease. Proposals are due at the Ocean County Administrator's Office, Administration Building, Room 335, 101 Hooper Avenue in Toms River, NJ, no later than 4:00PM on Thursday, July 12, 2018. If necessary, interviews between the BOARD and the top ranking proposals will take place after that date. The proposal will be awarded based on a competitive, negotiated process. Awards are tentatively scheduled for Wednesday, August 1, 2018. All proposers will be notified by mail of the results of the review process.

The form of lease to be signed by the successful proposer is attached as an exhibit to and incorporated in this Request for Proposals (Attachment E – Sample Lease Agreement).

## BUILDING VALUATIONS

Building valuations for BOARD-owned buildings to be leased by the OPERATOR shall be made available to proposers upon request.

## **SELECTION CRITERIA**

The Director of Planning shall designate a committee to review and rank all responses. The selection criteria to be used in awarding a contract for the services described herein, shall include:

- 25% Proposer's Understanding of the Project**
- 35% Experience and Qualifications**
- 25% Contractual Conditions**
- 15% Rent**

***Proposer's Understanding of the Project:*** Proposals will be evaluated against the questions set forth below:

- Has the proposer demonstrated a thorough understanding of the purpose and scope of the project?
- How well has the proposer identified pertinent issues and potential problems related to the project?
- Has the proposer demonstrated that they understand the deliverables the County expects them to provide?
- Has the proposer fully responded to all the questions set forth herein?
- Does the proposal depict a logical approach to fulfilling the requirements of the RFP?
- Has the proposer demonstrated sufficient familiarity with the FAA, the Pinelands Commission, and other regulatory entities in Ocean County?

***Experience and Qualifications:*** Proposals will be evaluated against the questions set forth below:

- Do the individuals assigned to the project have experience on similar projects?
- Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in work this project requires?
- How extensive is the applicable education and experience of the personnel designated to work on the project?
- Has the proposer demonstrated experience in completing similar projects?
- How successful is the general history of the proposer regarding timely and successful completion of the projects?
- Has the proposer provided letters of reference from previous clients?

***Contractual Conditions:*** Proposals will be evaluated against the questions set forth below:

- Has the proposer provided a sample Certificate of Insurance evidencing the required types and levels of insurance coverage?
- If the proposer requested any modifications to the Lease Agreement, are they reasonable and acceptable to the BOARD?

## **PROPOSAL SUBMISSION REQUIREMENTS**

Sealed proposals will be received by the County Administrator's Office located at:

Ocean County Administration Building  
101 Hooper Avenue  
Room 335  
Toms River, New Jersey 08753

at which time said proposals will be recorded.

All proposals must be enclosed in two (2) sealed envelopes. One envelope should contain one (1) original of the rent proposal, one (1) copy of the rent proposal, and one (1) digital copy of the rent proposal. The other envelope should contain one (1) original of the technical proposal, three (3) copies of the technical proposal, and one (1) digital copy of the technical proposal. Each envelope should bear the name and address of the proposer, the name of the proposal, and the date of the opening on the outside of the envelopes. All proposals must arrive at the Ocean County Administrator's Office **no later than 4:00PM on Thursday, July 12, 2018.**

The BOARD will not be responsible for late mail deliveries and no proposals will be accepted if received after the time stipulated in the Request for Proposals.

Proposers shall complete and sign all procedural documents included with the RFP documents (failure to do so **may be** cause for rejection):

Non-Collusion Affidavit  
Affirmative Action Statement  
Signature Page  
Statement of Ownership (Chapter 33 of the Laws of 1977)  
Disclosure of Investment Activities in Iran  
Acknowledgement of Receipt of Addenda (if issued)  
Any other documents that may be required within the specifications

Person authorized to do so must sign each proposal in ink or ballpoint pen (black ink preferred).

The BOARD reserves the right to reject any or all proposals in accordance with N.J.S.A. 40A:11-13.2, or to waive any informalities and non-material defects in the proposals and to accept any proposal deemed in the best interest of the County.

**Indemnity Clause** - The proposer, if awarded a contract, agrees to protect, defend and save harmless the BOARD against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and he further agrees to indemnify and save harmless the BOARD from suits or actions of every nature and description brought against it, for, or on account of injuries or damages received or sustained by any party or parties by, or from any of the negligent acts of the contractor, his servants or agents.



**Insurance.** The following are the required insurance and limits that shall be maintained by the OPERATOR and may be provided through a combination of primary and excess policies in order to meet the minimum levels:

Commercial General Liability and Aviation Commercial General Liability insurance for Bodily Injury, Person Injury and Property Damage with minimum limits of:

\$10,000,000 Each Occurrence  
\$10,000,000 General Aggregate  
\$10,000,000 Personal & Advertising Injury  
\$2,000,000 Fire Legal Liability  
\$10,000,000 Hangarkeepers Liability Each Aircraft Limit  
\$10,000,000 Hangarkeepers Liability Each Loss Limit

Commercial General Liability shall include Aviation Commercial General Liability including Airport Premises and Operations, Aircraft Liability (if applicable), Products and Completed Operations, Contractual Liability, Hangarkeepers Liability, Host Liquor Liability and Auto Liability. In addition coverage to be provided for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired or borrowed aircraft.

Coverage shall include war liability and Terrorism.

Business Auto Liability for any auto at \$10,000,000 combined single limit bodily injury and property damage liability.

Workers Compensation insurance with statutory benefits and employers liability at \$1,000,000 for bodily injury by accident, \$1,000,000 for bodily injury by disease.

Pollution Liability Insurance at Occurrence/Claims Made Limit of \$1,000,000 per project.

Professional Liability and/or malpractice insurance with minimum limits of \$3,000,000

Privacy Liability at Minimum limits of \$1,000,000/\$1,000,000.

The BOARD, its commissions, agents, servants, employees, representatives shall be named as additional insured on the OPERATOR's liability insurance (except Workers Compensation) on a primary, noncontributory basis.

Copies of each insurance certificate shall be furnished to the BOARD with Proposal (when requested).

It is to be understood by the proposer that their proposal is submitted on the basis of specifications prepared by the BOARD and the fact that any proposer is not familiar with these specifications or conditions will not be accepted as an excuse.

Payments will be made upon the approval of vouchers submitted by the successful proposer in accordance with the requirements of the BOARD and subject to the BOARD's customary procedures. The BOARD will not pay interest or late fees regardless of language provided.

The BOARD will make award within sixty (60) days after receipt of proposals.

The BOARD is exempt from any State sales tax or Federal excise tax.

“All contractors must comply with the provisions of New Jersey Statute Title 40A:11-18, when applicable.”

Starting in January 2007, 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. 19:44A-20.27 if they receive contracts in excess of \$50,000 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](http://www.elec.state.nj.us).

**Certification of Non-Involvement in Prohibited Activities in Iran.** Pursuant to N.J.S.A. 52:32-58, the proposer must certify that neither the proposer, 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 proposer is unable to so certify, the proposer shall provide a detailed and precise description of such activities.

**Transitional Period** (excluding Professional Contracts) – In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or the County of Ocean, the Contractor shall continue all terms and conditions of said contract for a period not to exceed one month, at the County's request.

**New Jersey Business Registration Requirements.** N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors must collect such proofs of business registration and maintain them on file;
- Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers or attest that none was used; and,
- During the term of this contract, the contractor and its affiliates must collect and remit, and must notify all subcontractors and their affiliates that they must collect and remit, to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A copy of proposer's New Jersey Business Registration Certificate should be included with proposal. If it is not, it will be required prior to award of the contract.


**Please see samples of acceptable Business Registration Certificates on next page.**

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information will be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements are available by calling (609) 292-9292.

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
TAXPAYER NAME:	TRADE NAME:
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:
ADDRESS:	ISSUANCE DATE:
EFFECTIVE DATE:	<i>J.P. &amp; Tully</i> Acting Director
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

THESE ARE SAMPLES OF THE **ONLY** ACCEPTABLE BUSINESS REGISTRATION CERTIFICATES.

ONE OF THESE DOCUMENTS MUST BE PROVIDED WITH THE PROPOSAL OR PRIOR TO AWARD OF THE CONTRACT, REGARDLESS OF THE FACT THAT A COPY MAY ALREADY BE ON FILE WITH THE COUNTY OF OCEAN.

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1098907
Date of Issuance:	October 14, 2004
For Office Use Only:	
	20041014112823533



**EXHIBIT A**

**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](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**.

**AFFIRMATIVE ACTION QUESTIONNAIRE**

**NOTICE TO ALL CONTRACTORS**  
**AFFIRMATIVE ACTION REGULATIONS N.J.S.A. 10:5-31 et seq. and P.L. 1975 C. 127 (N.J.A.C. 17:27-1 et seq.)**

A. ACTIVITY OF YOUR COMPANY- Indicate below:

- Procurement and/or Service Company
- Professional Consultant
- Other \_\_\_\_\_

All Contractors, except Government Agencies, are required to comply with the above law.

B. TO ALL CONTRACTORS:

1. Within seven (7) days after receipt of the notification of intent to award the contract or receipt of the contract, whichever is sooner, a Contractor should present one of the following to the County of Ocean:
  - (a) An existing federally approved or sanctioned affirmative action program.
  - (b) A New Jersey Certificate of Employee Information Report Approval.
  - (c) If the Contractor cannot present "a" or "b", the Contractor is required to submit a completed Employees Information Report (Form AA302). This forms will be made available to the Contractor by the County of Ocean.

C. QUESTIONS BELOW MUST BE ANSWERED BY ALL CONTRACTORS:

1. Do you have a Federally approved or sanctioned Affirmative Action Program?

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such approval.

2. Do you have a State of New Jersey "Certificate of Employee Information Report" approval?

Yes \_\_\_\_\_ No \_\_\_\_\_

- (a) If yes, please submit a photocopy of such certificate.

The undersigned Contractor certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.) and agrees to furnish the required documentation pursuant to the law.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Note: A contract must be rejected as non-responsive if a contractor fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and P.L.1975, C. 127 (N.J.A.C. 17:27-1 et seq.)



# ***AMERICANS WITH DISABILITIES ACT***

## **Equal Opportunity For Individuals With Disabilities**

The CONTRACTOR and the COUNTY do hereby agree that the provisions of title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the COUNTY pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the COUNTY in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect and save harmless the COUNTY, its agents, servants and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the COUNTY'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the COUNTY which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the COUNTY or if the COUNTY incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The COUNTY shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the COUNTY or any of its agents, servants and employees, the COUNTY shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the COUNTY or its representatives.

It is expressly agreed and understood that any approval by the COUNTY of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect and save harmless the COUNTY pursuant to this paragraph.

It is further agreed and understood that the COUNTY assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provision of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the COUNTY from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

**SIGNATURE PAGE**

The County of Ocean does not discriminate on the basis of handicapped status in the admission or access to, or treatment, or employment in its programs or activities.

The County of Ocean shall allow access to any books, documents, papers and records of the contractor, which are directly pertinent to that specific contract.

Compliance is required with all applicable standards, orders, or requirements issued under 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency Regulations (40 CRF, Part 15) which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.

"The County of Ocean considers it to be a substantial conflict of interest for any company desiring to do business with the County to be owned, operated or managed by any County employee, nor shall any County personnel be employed by the vendor in conjunction with any work to be performed for or on behalf of the County of Ocean".

I HEREBY CERTIFY COMPLIANCE WITH THE FOREGOING.

Partnership  
The undersigned is a Corporation under the law of the State  
Individual  
of \_\_\_\_\_, having principal offices  
at \_\_\_\_\_.

\_\_\_\_\_  
NAME OF COMPANY, CORPORATION OR INDIVIDUAL  
- PLEASE PRINT -

**SIGNED BY:** \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME AND OFFICIAL TITLE

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_  
INCLUDE ZIP CODE

**TELEPHONE:** \_\_\_\_\_

**E-MAIL ADDRESS** \_\_\_\_\_

**FEDERAL IDENTIFICATION NO.** \_\_\_\_\_

**STATEMENT OF OWNERSHIP DISCLOSURE**

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

**This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.**

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**PART I - Check the box that represents the type of business organization:**

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type)     Limited Liability Company (LLC)
- Partnership             Limited Partnership             Limited Liability Partnership (LLP)
- Other (be specific): \_\_\_\_\_

**PART II**

- 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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

**OR**

- 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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**PART III - Disclosure of 10% or Greater Ownership in the Stockholders, Partners or LLC Members Listed in PART II**

If a bidder/proposer has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**PART IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the County of Ocean is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Ocean to notify the County of Ocean in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the County of Ocean to declare any contract(s) resulting from this certification void and unenforceable.

<b>Full Name (Print):</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

# DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

## PART 1: CERTIFICATION

### **PROPOSERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX**

### **FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a 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 is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Proposers **must** review this list prior to completing the below certification. **Failure to complete the certification will render the proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he 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 proposer listed below nor any of the proposer'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 below, or I am an officer or representative of the entity listed below and 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 proposer 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 as 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 person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE ADD AN ADDITIONAL SHEET(S) OF PAPER.**

Name _____	Relationship to Proposer _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Proposer Contact Name _____	Contact Phone Number _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Ocean 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 County to notify the County 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 County of Ocean and that the County at its option may declare any contract(s) resulting from this certification void and unenforceable.

Name of Proposer: \_\_\_\_\_

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**RFP DOCUMENT CHECKLIST**

**RFP Title:** Fixed Base Operation at Ocean County Airport

**Item Submitted  
(Proposer's  
Initials)  
↓**

**A. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS IS  
MANDATORY CAUSE FOR REJECTION OF PROPOSAL.**

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Statement of Ownership (Chapter 33 of the Laws of 1977)       | _____ |
| <u>X</u> | Disclosure of Investment Activities in Iran                   | _____ |
| <u>X</u> | Acknowledgment of Receipt of Addenda or Revisions (if issued) | _____ |

**B. FAILURE TO SUBMIT ANY OF THESE DOCUMENTS  
MAY BE CAUSE FOR REJECTION OF PROPOSAL.**

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Non-Collusion Affidavit                             | _____ |
| <u>X</u> | Affirmative Action Questionnaire                    | _____ |
| <u>X</u> | Signature Page                                      | _____ |
| <u>X</u> | Rent Proposal                                       | _____ |
| <u>X</u> | References  | _____ |
| <u>X</u> | Other: (SEE SCOPE OF WORK/SAMPLE PROPOSAL TEMPLATE) | _____ |

**C. DOCUMENTS REQUESTED TO BE INCLUDED WITH THE BID**

- |          |   |       |
|----------|---|-------|
| <u>X</u> | Copy of Proposer's New Jersey Business Registration Certificate | _____ |
|----------|---|-------|

**PRINT NAME OF PROPOSER:** \_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE  
INDICATED AND RETURNED WITH ALL DOCUMENTS.**

**ADDENDUM ACKNOWLEDGEMENT**

**COUNTY OF OCEAN**

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ADDENDUM NO:** \_\_\_\_\_

**ACKNOWLEDGMENT**

**PROJECT ENTITLED: Fixed Base Operation at Ocean County Airport**

Acknowledgment is hereby made of the receipt of Addendum No. \_\_\_\_\_ containing information for the above referenced project.

**PROPOSER:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**NOTE:**

**WHEN AN ADDENDUM IS ISSUED, THIS ACKNOWLEDGMENT MUST BE ENCLOSED WITH THE PROPOSAL RESPONSE. FAILURE TO DO SO WILL RESULT IN PROPOSAL REJECTION.**

**SAMPLE PROPOSAL TEMPLATE**

Fixed Base Operation at Ocean County Airport  
September 2, 2018 – September 1, 2023

Name of Proposer \_\_\_\_\_

Place of Business of Proposer \_\_\_\_\_  
\_\_\_\_\_

I agree to the terms of the Request for Proposal for Fixed Base Operator Services for Ocean County Airport, for the period September 2, 2018 through September 1, 2023. If selected, this proposal will be incorporated by reference into the terms and conditions of the lease agreement.

(Attach additional pages as needed.)

**LEASE RATES**

Annual Rent Schedule/Percentage of Annual Gross Sales Minus Fuel Flowage:

\_\_\_\_\_  
\_\_\_\_\_

Fuel Flowage Schedule:

\_\_\_\_\_  
\_\_\_\_\_

Heating Utility Schedule:

\_\_\_\_\_  
\_\_\_\_\_

Ground Lease for Non-BOARD Owned Hangar Buildings:

\_\_\_\_\_  
\_\_\_\_\_



MINIMUM SERVICES REQUIRED

- Provide flight planning support and aircraft ground guidance

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- Line services, including the sale and into aircraft delivery of aviation fuels, lubricants, and other aviation products, maintenance and repair of aircraft, aircraft towing, and parts sales

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- Management of aircraft tie-down and storage (except BOARD-owned T-hangars)

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- Pilot training and proficiency services

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- Aircraft charter and taxi service

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- General maintenance and upkeep of the terminal building's public areas, bathrooms, and administrative offices not reserved for BOARD use

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- Staffing of the terminal building during normal business hours

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- Snow removal in designated areas (Attachment D)

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- Daily compliance with applicable underground storage tank regulations (At least one employee should be Class A/B certified on or before October 13, 2018.)

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OPTIONAL SERVICES WHICH MAY BE PROVIDED

- Aircraft sales, rentals, and leasing

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- Other commercial services such as sightseeing, aerial photography, etc.

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## MINIMUM REQUIREMENTS AND QUALIFICATIONS

Proposer must have operated as an FBO for a minimum of five (5) years. The proposer must provide information on experience and required certification. It is also suggested that a business/marketing plan be submitted along with the proposal, outlining the proposer's operation plan for the first five years.

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Proposer must maintain the following Federal Aviation Regulation (F.A.R.) Certificates:

- 14 CFR Part 135 Air Carrier and Operator Certification
- 14 CFR Part 141 Pilot Schools
- 14 CFR Part 145 Repair Stations

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Proposer must maintain the necessary federal, state, and local permits, licenses, and certificates for repair, fueling, and other applicable operations.

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Proposer must maintain Workers' Compensation, Commercial General Liability Insurance, Airport Liability Insurance, Hangerkeepers, Commercial Property insurance as well as Automobile Liability naming the BOARD as additional insured on a primary noncontributory basis with extended coverage indemnifying the owner.

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Proposer must maintain all applicable safety and environmental permits related to business operations, as well as stormwater management in accordance with the facility's Basic Industrial Stormwater General Permit (NJ0088315).

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ADDITIONAL INFORMATION

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## ACCEPTANCE OF TERMS

I have read the attached Request For Proposal, and agree to the terms and conditions within. I will enter into good faith negotiations with the County of Ocean, State of New Jersey, if selected to perform the operations outlined within.

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Signature

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Title



## **LIST OF ATTACHMENTS**

ATTACHMENT A – Projects Completed or Initiated Since 1990

ATTACHMENT B – Future Development Plan, 3/28/12 (Map)

ATTACHMENT C – Airport Layout Plan, 10/11/17 (Map)

ATTACHMENT D – MJX Snow Plowing Responsibility (Map)

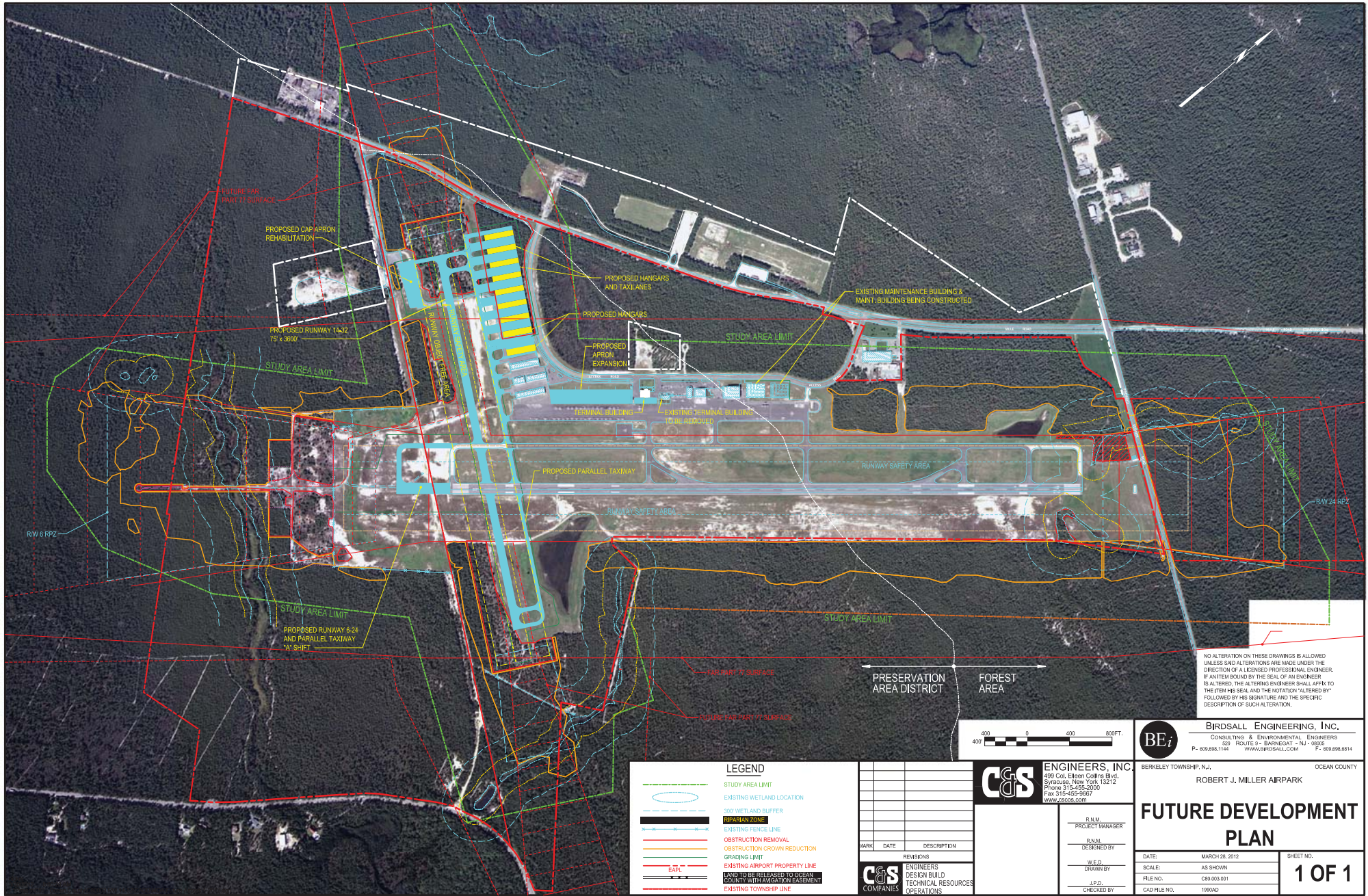
ATTACHMENT E – Sample Lease Agreement

**ATTACHMENT A**

## Projects Completed or Initiated since 1990 Ocean County Airport

<b>Project</b>	<b>Completed</b>	<b>Total Cost</b>	<b>Grants</b>	<b>County Funds</b>
Beacon / Wind Tee (100% NJDOT)	1991	\$42,754	\$42,754	\$0
Airport Master Plan	1991	\$206,053	\$195,750	\$10,303
Stormwater Master Plan	1992	\$210,849	\$200,307	\$10,542
Airfield Signage / Taxiway Lights / Obstruction Removal	1992	\$762,106	\$724,001	\$38,105
Stormwater Control (I) / Taxiway "B" Extension	1992&94	\$800,000	\$760,000	\$40,000
Replacement of Runway Lights	1993	\$221,973	\$210,874	\$11,099
Stormwater Control Phase II	1995	\$350,000	\$332,500	\$17,500
New T-Hangars (4 twin eng units/8 single eng units)	1996	\$354,622	\$0	\$354,622
Runway 6-24 Rehabilitation Design	1997	\$221,145	\$210,088	\$11,057
Stormwater Control Phase IIA	1997	\$316,365	\$300,547	\$15,818
Replace Fuel Farm	1997	\$432,000	\$0	\$432,000
Taxiway "B" Extension Phase II	1998	\$325,000	\$308,750	\$16,250
Runway 6-24 Rehabilitation - Construction	1999	\$1,500,000	\$1,425,000	\$75,000
12 Unit T-Hangar Building	1999	\$400,000	\$0	\$400,000
Stormwater Control Phase III	2002	\$210,000	\$189,000	\$21,000
Crosswind Runway 14-32 Environmental Assessment	2003	\$96,000	\$91,200	\$4,800
Snow Removal Equipment	2005	\$24,211	\$23,000	\$1,211
Taxiway "B" Extension	2005	\$150,000	\$135,000	\$15,000
Taxiway / Apron Overlay	2005	\$1,687,770	\$1,518,996	\$168,774
Obstruction Study	2006	\$80,000	\$78,000	\$2,000
Apron Rehab/Extension (Design)	2006	\$202,106	\$197,053	\$5,053
Design of Crosswind Runway 14-32 (Phase I)	2006	\$300,000	\$292,500	\$7,500
Apron Rehabilitation Construction (Phase I)	2006	\$552,632	\$538,816	\$13,816
Apron Rehabilitation Construction (Phase II)	2006	\$894,737	\$872,368	\$22,368
Design and Construction of New Terminal Building	2012	\$3,445,288	\$0	\$3,445,288
Apron Rehabilitation Construction (Phase III)	2008	\$747,368	\$728,684	\$18,684
Design of Crosswind Runway 14-32 (Phase I) (Increase)	2008	\$47,368	\$45,000	\$2,368
Crosswind Runway 14-32 Final Design	2012	\$342,105	\$333,553	\$8,553
Environmental/Inspection Services of Crosswind Runway	2008	\$45,000	\$41,500	\$4,500
Obstruction Removal Design (Frm C & Permitting)	2012	\$157,895	\$153,948	\$3,948
Airport Apron Expansion (Design)	2008	\$80,000	\$78,000	\$2,000
Runway 6-24 Crack Sealing (DOT)	2008	\$80,000	\$76,000	\$4,000
NJDOT Security Cameras (DOT)	2011	\$150,000	\$150,000	\$0
ALP Update	2012	\$122,556	\$119,503	\$3,053
Grass/Weed Guards (DOT)	2008	\$5,000	\$4,750	\$250
Runway Crack Repair (DOT)	2011	\$700,000	\$665,000	\$35,000
New 12,000 gallon Fuel Tank (DOT)	2011	\$280,000	\$266,000	\$14,000
Replace Airfield Signage and Taxiway Lights (Design)	2010	\$150,000	\$146,250	\$3,750
Replace Airfield Signage and Taxiway Lights (construct)	2011	\$1,673,000	\$1,631,175	\$41,825
Homeland Security Upgrades	2012	\$250,000	\$250,000	\$0
Crosswind Runway Construction Phase 1	2013	\$6,877,285	\$6,532,249	\$345,036
Crosswind Runway Construction Phase 2	2014	\$1,377,928	\$1,240,135	\$137,793
Obstruction Removal Construction Phase 2	2015	\$1,550,597	\$1,473,067	\$77,530
Helipad Lighting (Construction)	2016	\$306,000	\$261,250	\$44,750
Runway 6-24 Lighting/Pavement (Design) Phase 1	2017	\$600,490	\$569,090	\$31,401
Runway 6-24 Lighting (Construction) Phase 2	2017	\$810,064	\$768,514	\$41,550
Runway 6-24 PAPI and REIL (Construction)	2018	\$265,000	\$229,500	\$35,500
Runway 6-24 Pavement (Construction) Phase 2	2018	\$2,939,183	\$2,789,462	\$149,721
<b>TOTAL PROJECTS</b>		<b>\$33,342,450</b>	<b>\$27,199,133</b>	<b>\$6,144,316</b>

**ATTACHMENT B**



NO ALTERATION ON THESE DRAWINGS IS ALLOWED UNLESS SAID ALTERATIONS ARE MADE UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER. IF ANY ITEM BOUND BY THE SEAL OF AN ENGINEER IS ALTERED, THE ALTERING ENGINEER SHALL AFFIX TO THE ITEM HIS SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY HIS SIGNATURE AND THE SPECIFIC DESCRIPTION OF SUCH ALTERATION.



LEGEND	
	STUDY AREA LIMIT
	EXISTING WETLAND LOCATION
	300' WETLAND BUFFER
	REPAIR ZONE
	EXISTING FENCE LINE
	OBSTRUCTION REMOVAL
	OBSTRUCTION CROWN REDUCTION
	GRADING LIMIT
	EXISTING AIRPORT PROPERTY LINE
	LAND TO BE RELEASED TO OCEAN COUNTY WITH AVIATION EASEMENT
	EXISTING TOWNSHIP LINE

MARK	DATE	DESCRIPTION

**CCS ENGINEERS, INC.**  
 499 Old Elbert Collins Blvd.  
 Syracuse, New York 13212  
 Phone: 315-455-2000  
 Fax: 315-455-9667  
 www.ccsenr.com

**REVISIONS**


DESIGNED BY: R.N.M.  
 PROJECT MANAGER: R.N.M.  
 DRAWN BY: W.E.D.  
 J.P.D.  
 CHECKED BY: J.P.D.

**BEi** BERKELEY TOWNSHIP, N.J.  
 CONSULTING & ENVIRONMENTAL ENGINEERS  
 520 ROUTE 24 - BARRBET - N.J. 08055  
 P. 609.698.1144 WWW.BIRDSALL.COM F. 609.698.6814

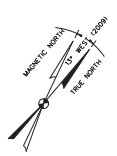
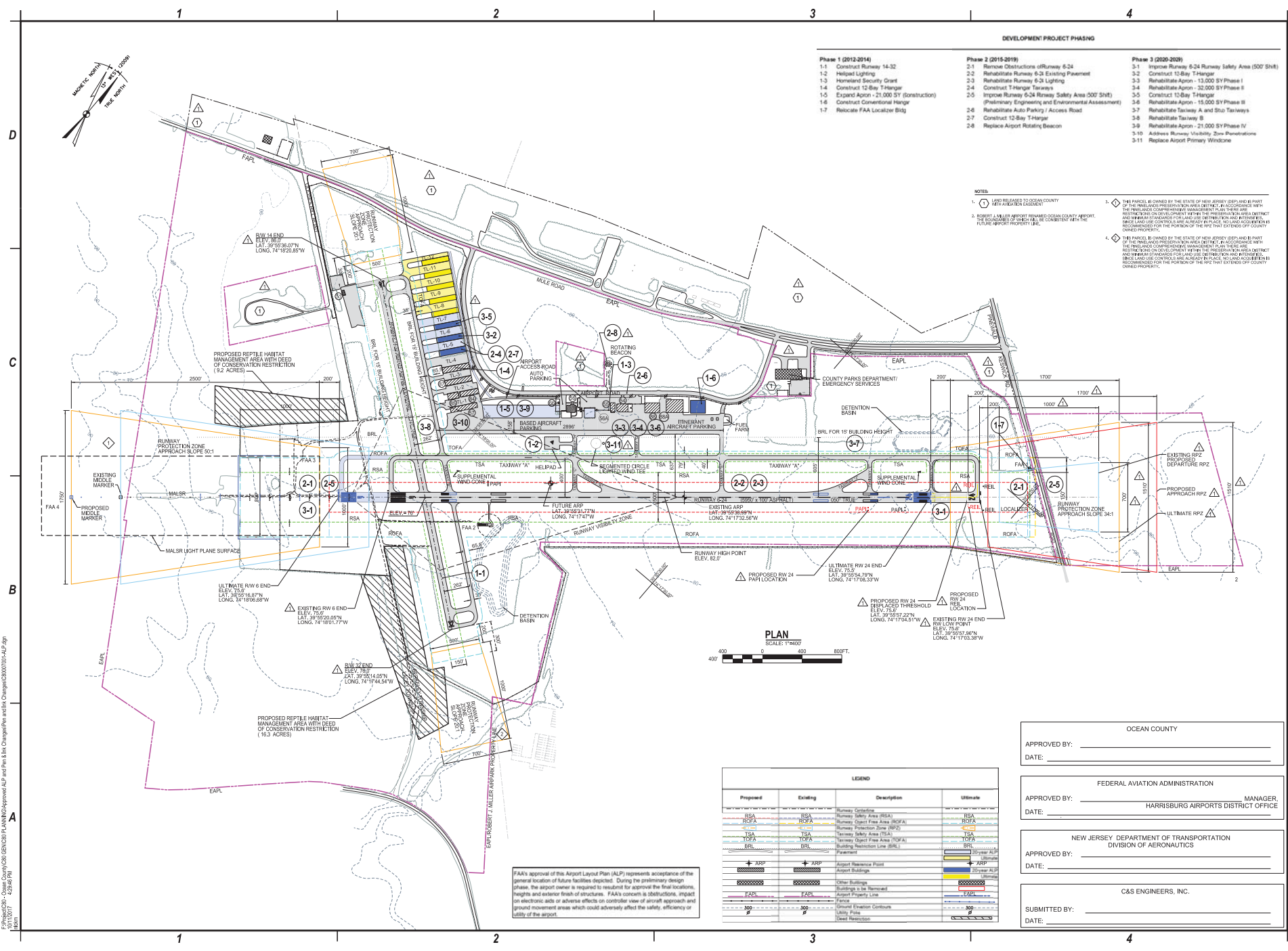
**BIRDSALL ENGINEERING, INC.**  
 OCEAN COUNTY  
 ROBERT J. MILLER AIRPARK

## FUTURE DEVELOPMENT PLAN

DATE: MARCH 28, 2012  
 SCALE: AS SHOWN  
 FILE NO.: C80.003.001  
 CAD FILE NO.: 1990AD

SHEET NO.: **1 OF 1**

**ATTACHMENT C**



**PLAN**  
SCALE: 1"=400'

Proposed	Existing	Description	Ultimate
SSA	SSA	Runway Safety Area (RSA)	SSA
TOFA	TOFA	Taxiway Object Free Area (TOFA)	TOFA
BRFA	BRFA	Building Restriction Line (BRL)	BRFA
ARP	ARP	Airport Reference Point	ARP
APB	APB	Airport Buildings	APB
Other Buildings	Other Buildings	Other Buildings	Other Buildings
Fence	Fence	Fence	Fence
Utility Poles	Utility Poles	Utility Poles	Utility Poles
Wind Direction	Wind Direction	Wind Direction	Wind Direction

FAA's approval of this Airport Layout Plan (ALP) represents acceptance of the general location of future facilities depicted. During the preliminary design phase, the airport owner is required to resubmit for approval the final locations, heights and exterior finish of structures. FAA's concerns is obstructions, impact on electronic aids or adverse effects on controller view of aircraft approach and ground movement areas which could adversely affect the safety, efficiency or utility of the airport.

- DEVELOPMENT PROJECT PHASING**
- |   |  |   |
|---|--|---|
| <b>Phase 1 (2012-2014)</b>                  | <b>Phase 2 (2015-2019)</b>                                 | <b>Phase 3 (2020-2029)</b>                              |
| 1-1 Construct Runway 14-32                  | 2-1 Remove Obstructions of Runway 6-24                     | 3-1 Improve Runway 6-24 Runway Safety Area (500' Strip) |
| 1-2 Helix Lighting                          | 2-2 Rehabilitate Runway 6-24 Existing Pavement             | 3-2 Construct 12-Bay T-Hanger                           |
| 1-3 Homeland Security Grant                 | 2-3 Rehabilitate Runway 6-24 Lighting                      | 3-3 Rehabilitate Apron - 13,000 SY Phase I              |
| 1-4 Construct 12-Bay T-Hanger               | 2-4 Construct T-Hanger Taxiways                            | 3-4 Rehabilitate Apron - 32,000 SY Phase II             |
| 1-5 Expand Apron - 21,000 SY (Construction) | 2-5 Improve Runway 6-24 Runway Safety Area (500' Strip)    | 3-5 Construct 12-Bay T-Hanger                           |
| 1-6 Construct Conventional Hanger           | 2-6 (Preliminary Engineering and Environmental Assessment) | 3-6 Rehabilitate Apron - 15,000 SY Phase III            |
| 1-7 Relocate FAA Localizer Bldg             | 2-6 Rehabilitate Auto Parking / Access Road                | 3-7 Rehabilitate Taxiway A and Stop Taxiways            |
|   | 2-7 Construct 12-Bay T-Hanger                              | 3-8 Rehabilitate Taxiway B                              |
|   | 2-8 Replace Airport Rotating Beacon                        | 3-9 Rehabilitate Apron - 21,000 SY Phase IV             |
|   |  | 3-10 Address Runway Visibility Zone Penetration         |
|   |  | 3-11 Replace Airport Primary Windcone                   |

- NOTES:**
1. LAND RELAYED TO LOCAL COUNTY WITH ALL TITLE EASES.
  2. SUBJECT LAND IS AN UNIMPROVED COASTAL COUNTY RESORT. THE BOUNDARIES OF WHICH WILL BE CONSISTENT WITH THE RESORT REPORT PROPERTY LINES.
  3. THE PARCEL IS OWNED BY THE STATE OF NEW JERSEY (SEPA) AND IS PART OF THE INLAND OPEN SPACE PRESERVATION AREA DISTRICT. IN ACCORDANCE WITH THE INLAND OPEN SPACE PRESERVATION AREA DISTRICT, THESE ARE RESTRICTIONS ON DEVELOPMENT THAT THE PRESERVATION AREA DISTRICT HAS IMPOSED ON DEVELOPERS. THE PRESERVATION AREA DISTRICT HAS IMPOSED USE CONTROLS THAT ARE ALSO IN PLACE. TO LAND ACQUISITION IS RECOMMENDED FOR THE PORTION OF THE SITE THAT EXTENDS OFF-COUNTY OWNED PROPERTY.
  4. THE PARCEL IS OWNED BY THE STATE OF NEW JERSEY (SEPA) AND IS PART OF THE INLAND OPEN SPACE PRESERVATION AREA DISTRICT. IN ACCORDANCE WITH THE INLAND OPEN SPACE PRESERVATION AREA DISTRICT, THESE ARE RESTRICTIONS ON DEVELOPMENT THAT THE PRESERVATION AREA DISTRICT HAS IMPOSED ON DEVELOPERS. THE PRESERVATION AREA DISTRICT HAS IMPOSED USE CONTROLS THAT ARE ALSO IN PLACE. TO LAND ACQUISITION IS RECOMMENDED FOR THE PORTION OF THE SITE THAT EXTENDS OFF-COUNTY OWNED PROPERTY.



C&S Engineers, Inc.  
490 Col. Ewell Colburn Blvd.  
Syosset, New York 11731  
Phone: 315-445-2000  
Fax: 315-445-8667  
www.cscs.com



PROJECT NO.:	CS-07-001	PROJECT NAME:	OCEAN COUNTY AIRPORT
DATE:	JUNE 2013	DESIGNED BY:	CS&S
SCALE:	AS SHOWN	CHECKED BY:	CS&S
PROJECT NO.:	CS-07-001	PROJECT NAME:	OCEAN COUNTY AIRPORT
DATE:	JUNE 2013	DESIGNED BY:	CS&S
SCALE:	AS SHOWN	CHECKED BY:	CS&S
PROJECT NO.:	CS-07-001	PROJECT NAME:	OCEAN COUNTY AIRPORT
DATE:	JUNE 2013	DESIGNED BY:	CS&S
SCALE:	AS SHOWN	CHECKED BY:	CS&S

OCEAN COUNTY AIRPORT  
BERKELEY TOWNSHIP, NEW JERSEY

AIRPORT LAYOUT PLAN UPDATE  
AIRPORT LAYOUT PLAN

SHEET REFERENCE NO.  
3  
SHEET 3 OF 11

OCEAN COUNTY

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

FEDERAL AVIATION ADMINISTRATION

APPROVED BY: \_\_\_\_\_ MANAGER  
DATE: \_\_\_\_\_ HARRISBURG AIRPORTS DISTRICT OFFICE

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
DIVISION OF AERONAUTICS

APPROVED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

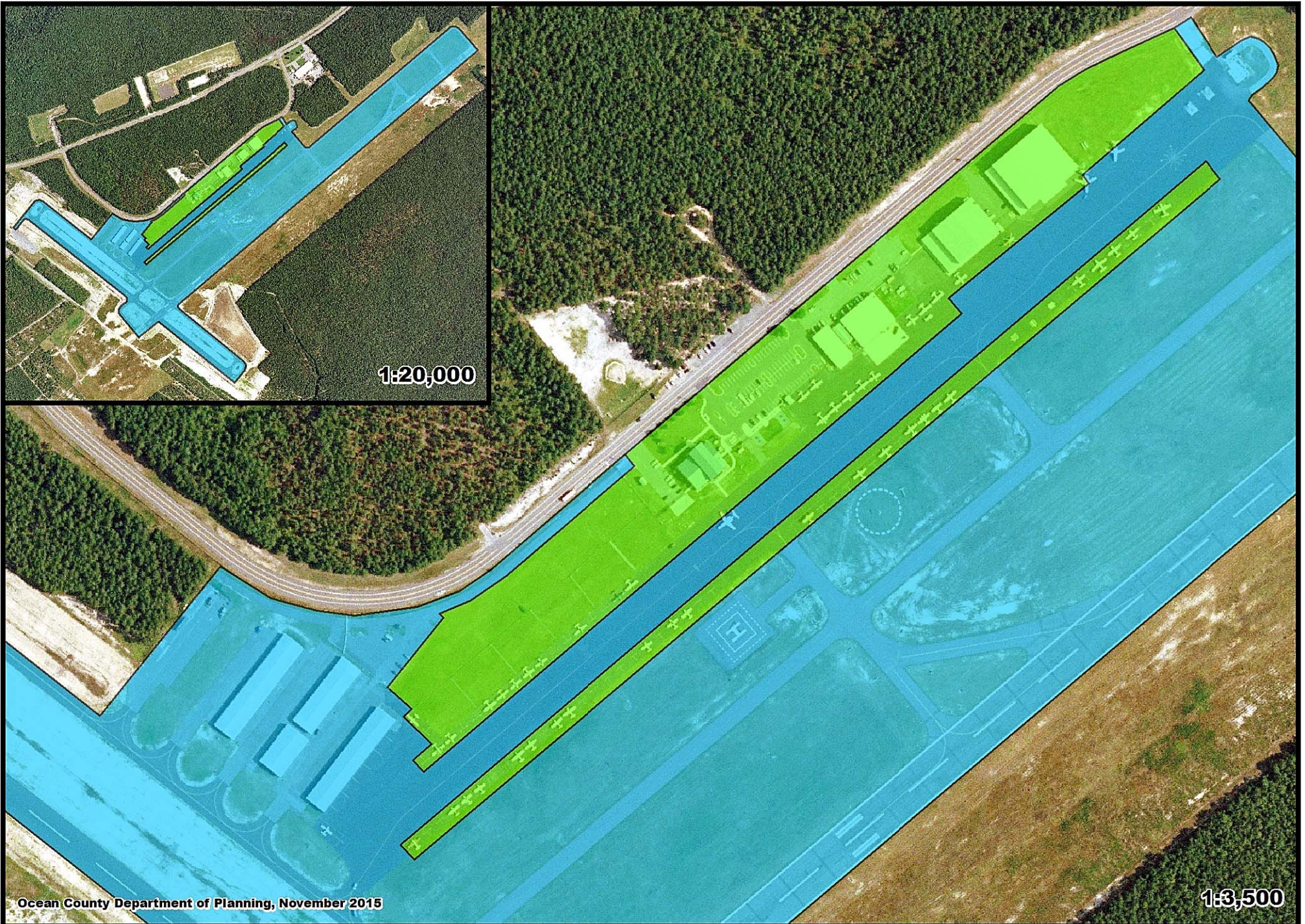
C&S ENGINEERS, INC.

SUBMITTED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

Project No. CS-07-001  
 Date: June 2013  
 Scale: As Shown  
 Project Name: Ocean County Airport  
 Location: Berkeley Township, New Jersey  
 Designer: C&S Engineers, Inc.  
 Checker: C&S Engineers, Inc.  
 Project Manager: C&S Engineers, Inc.

**ATTACHMENT D**





**ATTACHMENT E**

FBO OPERATOR LEASE

THIS AGREEMENT made this \_\_\_day of August, 2018, by and between:

BOARD OF CHOSEN FREEHOLDERS OF OCEAN COUNTY or its agents a public corporation having its principal offices at the Administration Building, 101 Hooper Avenue, Toms River, New Jersey, hereinafter referred to as the "BOARD";

and

\_\_\_\_\_

hereinafter referred to as the "OPERATOR";

WHEREAS, the BOARD is the owner of an airport in Berkeley and Lacey Townships, which said airport has been designated the "Ocean County Airport"; and

WHEREAS, the terms and conditions hereinafter set forth are agreeable to the parties hereto.

IT IS THEREFORE AGREED:

ARTICLE I. FACILITIES

The BOARD hereby gives to the OPERATOR the right to operate a fixed base operation at the OCEAN COUNTY AIRPORT.

The OPERATOR shall have the nonexclusive right to use the entire airport, including runways, taxiways, aprons, roadways, landing rights, and other conveniences for the takeoff, flying, and landing of aircraft.

ARTICLE II. OPERATIONS

A. The OPERATOR is required to post the hours of operation clearly visible inside and outside the terminal building. The following standards relate to the minimum operations of which will be provided by the OPERATOR:

1. Flight Planning Support and Aircraft Ground Guidance.

The OPERATOR shall provide flight planning support and aircraft ground guidance via unicom. Such service shall be available at a minimum from 8 a.m. to 5 p.m., during the months of October through March, and from 8 a.m. to 8 p.m. during the months of April through September each year.

## 2. Line Services and Sales of Fuel, Lubricants, and Other Aviation Products.

The aircraft servicing shall include the sale and into aircraft delivery of recognized brands of aviation fuels, lubricants, and other related aviation petroleum products. The OPERATOR shall provide servicing of general aviation aircraft, including ramp assistance, itinerant parking, storage, and tie-down at the Airport. The OPERATOR shall provide such minor repair services to general aviation aircraft as can be provided effectively on the ramp or apron parking area. The OPERATOR will have available and maintain auxiliary power units as appropriate and necessary for the type of equipment normally required of general aviation users of the Airport. County-owned equipment will be provided to the operator if available.

The OPERATOR shall provide fuel at the County-owned fuel farm and will maintain an adequate supply of fuel on hand at all times for use of aircraft at the Airport.

Additional amounts of storage and new locations may from time to time be provided by the OPERATOR subject to the written approval of the BOARD. All fueling facilities should have adequate grounding equipment to eliminate the hazards of static electricity in keeping with the recommendations of the National Fire Protection Association.

The OPERATOR shall provide the required mobile pumping equipment to meet all applicable safety requirements relative to the ground and fuel contamination as required by Federal, State, and local codes and regulations, which shall contain reliable metering devices subject to Federal, State, and local codes and regulations. The effectiveness of the pumping equipment maintained must be such as to allow the servicing of aircraft which can normally be expected to use these facilities, and such servicing shall be as effective as that of other fuel and oil dispensing services provided at similar airports. The equipment maintained by the OPERATOR shall be sufficient in numbers and capacity to service two aircraft simultaneously, not necessarily containing the same grade of fuel. The BOARD is the owner of the fuel farm, but the operator is responsible for daily operation and recordkeeping on said farm.

All fuel trucks to be utilized on the Airport will be equipped with appropriate radio equipment, in the event it is necessary, to maintain proper communications with a control tower and operate in keeping with the National Fire Protection Association standards and recommendations. The OPERATOR shall demonstrate to the satisfaction of the BOARD that there have been satisfactory arrangements or agreements reached with a reputable fuel oil company(ies) that will provide the OPERATOR with an enforceable agreement to purchase fuel and oil in such quantities as are necessary to meet the requirements set forth.

The OPERATOR shall have available a conveniently located, comfortably heated waiting room for passengers and crew of itinerant aircraft while being fueled, including sanitary restrooms and furnishings. With the consent of the BOARD, the OPERATOR may provide restaurant facilities in keeping with all applicable regulations.

The OPERATOR shall have its premises open with all line services available between the hours of 8 a.m. and 5 p.m. daily at least five (5) days each week, including Saturday, but excluding legal holidays, and on-call twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks

per year, with the exception of New Year's Day, Easter, Thanksgiving, and Christmas, on which days no line service may be available.

The OPERATOR shall charge reasonable and nondiscriminatory prices for aviation fuels and oils consistent with prices charged at other airports for products of similar quality and grade, provided that the OPERATOR may make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchases. OPERATOR shall post in its place of business and on all fuel trucks, accessible to the public a complete list or schedule of the current retail prices charged to patrons for all aviation fuels and oils. The current list or schedule of prices charged by the OPERATOR shall be provided to the BOARD and any changes thereafter immediately stated in writing to the BOARD by the OPERATOR. All prices charged shall be subject to the approval of the BOARD. The OPERATOR will be required to maintain on all aircraft servicing vehicles adequate hand fire extinguishers and to have reasonable accessible mobile fire extinguishers at the starting of all aircraft engines. The BOARD shall have the right to inspect or cause to be inspected such fire extinguishers periodically. The OPERATOR will be required to have its line employees trained in the use of fire and EMS equipment as relates to its operation subject to the approval of the BOARD.

### 3. Maintenance and Repair of Aircraft, Aircraft Towing, and Parts Sales.

The OPERATOR shall obtain and maintain, as a minimum, the repair station certificates as described in the Federal Aviation Regulations under Part 145 as may be modified or succeeded.

The OPERATOR must maintain the necessary licenses, authorizations, or franchises, from reputable aircraft parts, accessory, and hardware manufacturers to accommodate the general aviation aircraft that will normally use the airport facilities. The OPERATOR will maintain an adequate inventory of parts, accessories, and hardware necessary for use in general aviation type aircraft which normally use the OPERATOR's facilities or as normally provided by aircraft parts dealers in the area.

The OPERATOR shall remove from the leased premises abandoned aircraft within thirty (30) days.

The OPERATOR shall be required to remain open for parts and accessory business between the hours of 8 a.m. and 5 p.m. daily at least five (5) days each week, but excluding legal holidays. The OPERATOR shall be on call for services seven (7) days per week, fifty-two (52) weeks per year, with the exception of legal holidays.

### 4. Management of Aircraft Tie-Down and Storage.

The OPERATOR shall manage the tie-down storage facilities to accommodate general aviation type aircraft. The OPERATOR shall also manage the tenant leases for the tie-down facilities. The operator shall be responsible for all maintenance and replacement of tie-down facilities. Upon approval by the BOARD, the operator may install new tie-down facilities in areas designated by the BOARD. In addition, a schedule of minimum fees to be charged shall be filed with the BOARD prior to the initiation of operations. These charges and any changes in fees will be subject to the

Board's written approval. The storage facilities will be made available to the public without discrimination.

These facilities shall be made available for tenants' aircraft removal and storage twenty-four (24) hours per day, seven (7) days a week, fifty-two (52) weeks per year.

#### 5. Pilot Training and Proficiency Services.

The OPERATOR shall be required to instruct student pilots in dual and solo flights in fixed, and at its option, rotary wing aircraft. The OPERATOR shall also provide such related ground school instruction as is necessary preparatory to a student taking written examination and flight check-ride for a private pilot's license or appropriate advances rating from the Federal Aviation Administration. Such training shall meet the continuing requirements for certification by the Federal Aviation Administration and applicable state or local requirements to conduct training in a manner that meets all requirements of Part 61, as may be modified or succeeded, or the Federal Aviation Regulations for the basic ground schools and for primary flying schools. The OPERATOR shall have on a full-time basis current certified pilots and instructors in sufficient numbers to meet the demands of the number of students expected to be engaged in such flight training, never less than one. The OPERATOR shall remain open for flight training at least one weekend day, fifty-two (52) weeks per year, excluding legal holidays.

#### 6. Aircraft Charter and Taxi Service.

The OPERATOR shall provide aircraft charter and taxi service (commercial operations) as defined in and in compliance with the Federal Aviation Regulations Part 135 certificate and Part 298 of the Economic Regulations of the Federal Aviation Act.

The OPERATOR shall provide sufficient qualified operating crews and a satisfactory number of personnel for obtaining ground transportation. The OPERATOR shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable maximum notice period. The charter service, if provided, shall be available twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year.

#### 7. Terminal Building.

The OPERATOR shall perform general maintenance and upkeep of the terminal building's public areas, bathrooms, and administrative offices not reserved for County use.

The terminal building shall remain open and accessible to pilots and the general public seven (7) days per week, fifty-two (52) weeks per year at a minimum from 8 a.m. to 5 p.m., during the months of October through March, and from 8 a.m. to 8 p.m. during the months of April through October each year.

#### 8. Snow Removal.

The OPERATOR shall perform snow removal in designated areas (see attached map) as necessary.

## 9. Underground Storage Tanks.

The OPERATOR shall perform daily compliance with all applicable underground storage tank regulations, including N.J.A.C. 7:14B, 40 CFR Part 280, and 40 CFR Part 281. At least one OPERATOR employee should be Class A/B certified on or before October 13, 2018.

B. The BOARD agrees that the OPERATOR may, at its option, perform the following activities and services if the OPERATOR meets the standards as set forth:

### 1. Aircraft Sales, Rental, and Lease.

For aircraft sales, the OPERATOR must have and maintain a dealership, distributorship or similar franchise for a manufacturer of Federal Aviation Administration certificated general aviation type aircraft. The OPERATOR shall be required to provide adequate outside display space and office space in an appropriate building at the Airport. The OPERATOR shall also show that it is able to provide necessary and satisfactory arrangements for repair and servicing of aircraft during any sales guaranty or warranty period. OPERATOR shall also provide as a minimum, an inventory of spare parts, peculiar to the type of aircraft for which sales privileges are granted.

The OPERATOR may offer for rental or lease certified and currently airworthy aircraft commensurate with the scope of its operations and shall provide a pilot for the necessary aircraft check ride. The OPERATOR shall maintain on the airport adequate facilities, open for business to prospective purchasers and users of aircraft between the hours of 9 a.m. and 5 p.m. five (5) days per week, fifty-two (52) weeks per year, excluding legal holidays.

### 2. Other Commercial Services.

The OPERATOR may provide one or more of the following commercial flying services:

Air Freight/Cargo Operations in strict accordance with F.A.R. Part 135 section 135.87, and all other applicable F.A.R.'s and notices regarding cargo operations.

Aerial photography or surveying, fire fighting, search and rescue operations, helicopter operations in construction or repair work power line or pipeline patrol, and sight-seeing.

The BOARD will have the right to set minimum insurance requirements as they pertain to the particular type of operation performed. These minimum requirements shall be applicable to the commercial flying services performed.

C. During the term of the agreement, the OPERATOR agrees to use the Airport for the purposes or activities stated above, subject to the conditions generally or particularly set forth herein. The OPERATOR shall maintain the level of service proposed in response to the 2018-2023 Request For Proposals, unless otherwise approved by the BOARD. Such approval shall not be unreasonably withheld. The OPERATOR shall not use or permit the use of the Airport or any part thereof for any purposes or activities other than those specifically stated above without first obtaining the express written approval of the BOARD. Such approval shall not be unreasonably withheld.

D. OPERATOR and BOARD agree that the rights and privileges granted herein shall be limited to the use of such fixed base operators as shall meet the standards set forth hereinafter and only under such conditions as are set forth herein.

1. Standards for Fixed Base Operators.

The Board will consider only those applications from persons wishing to open a fixed base operation at this airport or other commercial activity similar in nature who have:

a. Operated as a fixed base operator on a licensed airport holding F.A.R. certificates 135, 141, and 145. All OPERATORS must have at least ten (10) years experience in the operation and for management of Fixed Base Operations. If it is a start-up business, the OPERATOR must employ a manager(s) with at least five (5) years experience in managing and overseeing of the day to day operations of a Fixed Base Operation.

b. The required appropriate operating certificates for shop, flight training, maintenance for these activities at the time of application.

2. No owner, lessee, tenant, or occupier of land adjacent to the airport whether persons or companies will directly or indirectly be permitted to compete with the business of the fixed base operator by using their own fuel dumps or fuel supplies and they may not service, hire, charter, instruct, or otherwise deal in the service or sale of aircraft and parts of aircraft or service to aircraft other than those owned by themselves.

3. No tenant or lessee at the airport, sub-leasing space from OPERATOR or other tenant(s) of Ocean County may service, hire, or otherwise deal in the service to aircraft other than those owned by themselves and may not use their own fuel dumps or fuel supplies. This in no way precludes the Board from leasing facilities to other Fixed Base Operators.

4. The above stated minimum standards may be supplemented and amended from time to time in such manner and to such extent as the BOARD may deem proper in conference with the OPERATOR.

ARTICLE III. LEASED PREMISES

The BOARD hereby makes available and provides for the OPERATOR the Maintenance Hangar (Building 54), the adjacent Storage Hangar (Building 55), and the Terminal Building (Building 56), as depicted on the plan annexed hereto and made a part hereof. Said plan is entitled, "ATTACHMENT C – AIRPORT LAYOUT PLAN." All tie-down facilities will be managed by the OPERATOR, as will all rented space in structures owned by the OPERATOR or its affiliates. All t-hangar units in County-owned structures will be managed directly by the County of Ocean. In addition, the second floor within the Terminal Building will be retained by the BOARD for County staff and will not come under the provisions of this lease.

Existing services and facilities may be expanded in cooperation with—and upon approval by—the BOARD in accordance with the 2012 MOA between the County of Ocean and the Pinelands



Commission. New facilities may also be constructed in cooperation with—and upon approval by—the OWNER, and in accordance with the 2012 MOA between the County of Ocean and the Pinelands Commission. Adjustments in the lease rates will result from such cooperative arrangements if warranted.

#### ARTICLE IV. TERM OF LEASE

The term of this Lease shall be for a period of sixty (60) months commencing on September 2, 2018 and ending September 1, 2023.

Upon agreement of both the OWNER and the OPERATOR, the OPERATOR shall have the option and privilege of renewing this agreement for an additional period of five (5) years at the expiration of the term.

In the event the OPERATOR desires to exercise said option, it shall give the BOARD notice thereof in writing at least twelve (12) months prior to expiration of this agreement. Upon mutual agreement, the OPERATOR and the BOARD may convene to discuss renewal of this agreement after year four (4) of the lease term.

If upon the expiration of this agreement no such notice to exercise option has been given, this Lease and all its provisions shall continue on a month-to-month basis unless otherwise directed by the BOARD.

#### ARTICLE V. FEE SCHEDULE

A. For the privilege of conducting all of its operations hereunder, the OPERATOR shall be subject to the amount of rent it agreed to provide to the BOARD in response to the 2018 Request For Proposals. At no time shall the fees provided to the BOARD be less than two (2) percent of the lessee's annual gross sales. The lessee will also pay to the BOARD with a fuel flowage fee equal to the amount it agreed to provide the BOARD in response to the 2018 Request For Proposals. At no time, however, will the fee be less than five (5) percent per gallon of the wholesale cost of all fuels and other lubricants, excluding taxes.

The required base rental fee for any given year shall be paid on a monthly basis. Payments will be due within fifteen (15) calendar days of the end of each month. The approved fuel flowage fee will also be due monthly and shall accompany each base lease fee, together with a report listing total fuel and other lubricants used, price per gallon, and the amount due the BOARD. If the OPERATOR desires to extend the terms of the lease for an additional five year period, the new lease rent will continue at no less than two (2) percent of the OPERATOR's gross annual sales. The fuel flowage fee percentage for the extended period will remain the same as was paid by the OPERATOR during the initial five-year period.

OPERATOR shall provide to the BOARD on an annual basis all ground lease payments, the rates of which shall be no less than \$5,000.00 annually for Hangar 88, and no less than \$6,000.00 annually for Hangar 88A. Ground lease payments will be due by January 1 of the year for which they are owed.

OPERATOR will maintain full and complete records of all business conducted at the airport for a minimum of three years, and shall submit to the BOARD, annually, a certified statement prepared by the OPERATOR of all business conducted by the OPERATOR at the airport, which said statement shall be submitted to the BOARD within thirty (30) days of the end of each year of operation. Any amount due to the BOARD as it pertains to two (2) percent of the annual gross sales of the OPERATOR, as shown by such statement, shall accompany the certified statement.

The BOARD and the OPERATOR shall share the costs of heating utility payments for the Terminal Building as follows: The BOARD shall pay the heating utility the entirety of the amount owed on each periodic statement, then forward a copy of the payment to the OPERATOR. The OPERATOR will then reimburse the BOARD for 25 percent of the amount of the statement.

#### B. Annual Audit.

Ninety (90) days after the end of each year of operation, the OPERATOR shall furnish the BOARD with an audit conducted by an independent third party—a certified public accountant approved by the BOARD—covering all of its operations at Ocean County Airport (including any operations by assignees or subcontractors) during the previous year. The cost of said audit shall be borne by the OPERATOR. The BOARD shall have the right and privilege at any time to conduct, through its representatives, employees or agents, an audit of the books and records of the OPERATOR and the OPERATOR agrees that its books and records shall, at all times, be available and open to the BOARD.

#### C. Affirmative Action Clause.

The OPERATOR assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities, covered in 14 CFR, Part 152, Subpart E. The OPERATOR assures that no person shall be excluded on these grounds for participating in or receiving the services of benefits of any program or activity covered by this subpart. The OPERATOR assures that it will require that its covered sub-organizations provide assurances to the BOARD that they will similarly undertake affirmative action programs and that they will require assurances from their sub-organizations as required by 14 CFR, Part 152, Subpart E, to the same effect.

### ARTICLE VI. BUILDINGS AND IMPROVEMENTS

The BOARD is the owner of a Terminal Building located at the Airport, as well as other permanent installments, such as hangars, storage areas and other similar structures. The OPERATOR shall not mortgage or encumber any County-owned building during the term of the Lease and further, shall carry insurance with extended coverage within the leased area in an amount determined by the BOARD, which policy shall cover both the OPERATOR and the BOARD as their interests shall appear and the original of said policy(ies) shall be delivered to the BOARD. Copies of insurance are required at the time the lease is executed.

The OPERATOR may construct additional facilities in cooperation with—and upon approval by—the OWNER, and in accordance with the 2012 MOA between the County of Ocean and the Pinelands Commission. All plans and specifications for the construction of all facilities, improvements or appurtenances on or in connection with the leased premises must be approved in writing by the BOARD before commencement of said construction. All facilities, improvements or appurtenances proposed for construction shall comply with all existing applicable codes, ordinances, laws, and regulations relating thereto, or comparable regulations, as shall be approved by the BOARD.

The OPERATOR agrees, at its own expense, to cause the improvements and appurtenances thereto to be maintained in a tenantable and in a safe, neat, clean, and presentable condition. The BOARD shall attend to the necessary mowing and snow removal at the Airport as prescribed by this agreement and during the appropriate periods of the year. OPERATOR agrees to maintain and keep up necessary repairs to all leased areas, not limited to paint, cleaning, etc. With the exception of the foregoing, it is the responsibility of the BOARD to maintain all other "improvements and appurtenances" at the Airport.

The County may furnish airport related equipment to the OPERATOR. All maintenance required on this equipment is to be the sole responsibility of the OPERATOR and the County is not under any obligation to replace same.

The OPERATOR agrees, at his own expense to remove all waste, normal garbage collections, recyclables and rubbish from the premises, and agrees not to deposit the same on any part of the premises except temporarily in connection with collection for removal. No waste, garbage, or rubbish will at any time be deposited on any area of the airport. In so doing, all local ordinances shall be adhered to.

OPERATOR agrees to provide at its own expense, such janitor, toilet, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the premises and the improvements and appurtenances thereto.

All operations shall be in conformity with the standards and recommendations of the National Fire Protection Association.

Certain restrictions as are reasonably necessary for safety, preservation of facilities and protection of the public interest may be imposed on the OPERATOR. By way of example, these restrictions include:

1. The use of paints, dopes, and thinners should be confined to structures meeting appropriate safety criteria.
2. Storage and transport of aviation fuel, even though not procured for resale, should be subject to reasonable restrictions and minimum standards for equipment, location and handling practices.
3. Restraints should be placed on the use of aircraft washing solvents to protect sewage and drainage facilities and paving. The use of such solvents shall meet all applicable codes and comply

with federal, State and County requirements. The operator shall be responsible for maintaining cost of operating floor drainage tanks and systems. All NJDEP stormwater permitting related to business operations, as well as stormwater management in accordance with the facility's Basic Industrial Stormwater General Permit (NJ0088315), will be the responsibility of the OPERATOR.

4. Weight limitations may be imposed on delivery trucks (including fuel trucks) and special purpose vehicles such as cranes where needed to protect airport roads and paving.

5. No non-airworthy aircraft, wreckage, or unsightly major components shall be in open storage beyond thirty days without approval by the BOARD or its designees.

Upon the termination of the agreement and the lease at the expiration of the term or for any other reason or cause, except as provided in Article XIII hereof, the OPERATOR shall have the right to remove all machinery, fixtures, apparatus, and equipment owned by the OPERATOR and located on the premises for a period of thirty (30) days after said termination date and upon payments of rentals as provided in Article VI hereof to the date of removal of said improvements. The BOARD shall be entitled to have the premises herein demised returned to it clear of all improvements and may require the OPERATOR to make such restoration by written notification within thirty (30) days following termination of the agreement and lease; and, in the event of the failure by the OPERATOR to restore the leased premises as herein required, within thirty (30) days of said written notification, then the BOARD may make such restoration at the OPERATOR's expense. In the event that OPERATOR does not remove all of said equipment, then upon the expiration of thirty (30) days from the date of the written notification, all machinery, fixtures, apparatus and equipment located on the lease premises shall become property of the BOARD.

#### ARTICLE VII. CONTRACTUAL LIENS ON PERSONAL PROPERTY

All money and other sums which shall become due to the BOARD hereunder, by reason of any provision of the agreement, is and shall always be a valid and first lien upon the equipment and other personal properties utilized on the premises by the OPERATOR and upon all of his interest herein and paramount to any mortgage which he may execute thereon or any lien caused by him.

#### ARTICLE VIII. INSURANCE

The OPERATOR shall maintain Workers' Compensation, Commercial General Liability Insurance, Airport Liability Insurance, Hangarkeepers, Commercial Property insurance as well as Automobile Liability naming the County as additional insured on a primary noncontributory basis with extended coverage indemnifying the BOARD.

The minimum required coverage for each policy shall be as follows:

Each Occurrence	\$10,000,000
General Aggregate	\$10,000,000
Personal & Advertising Injury	\$10,000,000
Fire Legal Liability	\$2,000,000
Hangarkeepers Liability Each Aircraft Limit	\$10,000,000

Hangarkeepers Liability Each Loss Limit	\$10,000,000
Business Automobile Liability	\$10,000,000
Workers' Compensation Bodily Injury by Accident	\$1,000,000
Workers' Compensation Bodily Injury by Disease	\$1,000,000
Pollution Liability Commercial General Liability	\$1,000,000 per project
Professional Liability Limit	\$3,000,000
Privacy Liability Limit	\$1,000,000

The BOARD, its commissions, agents, servants, employees, representatives shall be named as additional insured on the OPERATOR's liability insurance (except Workers Compensation) on a primary, noncontributory basis.

#### ARTICLE IX. PROOF OF INSURANCE

A certified copy of each policy evidencing the existence thereof shall be delivered to the BOARD prior to possession of the leased area. Each such copy shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed, or modified without giving ten (10) days written advance notice thereof to the BOARD. Each such policy shall contain an additional endorsement providing that the insured's carrier shall not, without obtaining expressed advance permission from the BOARD, raise any defense involving in any way the immunity of the BOARD, its members, officers, agents or employees, the governmental nature of the BOARD, or the provisions of any statutes respecting suits against the BOARD.

#### ARTICLE X. INDEMNIFICATION

The OPERATOR covenants and agrees to indemnify and hold harmless the BOARD, its members, agents, officers, and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, demands, actions or causes of action of any kind and nature for personal injury or death, or property damage in any way arising out of or resulting from any activity or operation of the OPERATOR on the premises or in connection with its use of the leased premises, leased facilities or Terminal Building and the OPERATOR further agrees to pay all expenses in defending against any claims made against the BOARD: provided, however, that the OPERATOR shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the BOARD, its agents or employees. The OPERATOR and the BOARD shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly contingently or otherwise, affects or might affect either party.

#### ARTICLE XI. FACILITIES AND SERVICES PROVIDED BY THE BOARD

In the operation of the activities hereunder, the BOARD shall provide:

- A. The facilities as described in Articles I and IV hereof.
- B. The services such as snow removal of designated areas (see attached map), including leased area, and general maintenance of the Airport area and other services as hereinbefore provided and

attached. This provision does not include snow removal from around individual aircraft; such removal shall only provide access to taxiway and runway areas.

## ARTICLE XII. FACILITIES AND SERVICES PROVIDED BY OPERATOR

The OPERATOR shall provide the following facilities and services:

A. General maintenance, painting, and cleaning of terminal and hangar facilities owned by either of these parties and included under this lease, except structural repairs on BOARD owned facilities. Structural repairs shall include, inter alia, repairs to building roofs and overhead doors.

B. All necessary tools and equipment to properly provide the services as required in these "Criteria and Specifications".

C. All permits, licenses, and notices which may be required by a fixed base operation at OPERATOR's own expense. These include, but are not limited to, 14 CFR Part 135 Air Carrier and Operator Certification, 14 CFR Part 141 Pilot Schools, and 14 CFR Part 145 Repair Stations.

D. Comply with all standards and recommendations of the federal, State, County, and local codes, such as the National Board of Fire Underwriters, the National Fire Protection Association, and any and all regulations or requirements of the State Fire Marshal, and state and local authorities as may have jurisdiction.

## ARTICLE XIII. CANCELLATION BY BOARD

In addition to all other remedies available to the BOARD, the agreement and lease shall be subject to cancellation by the BOARD should any one or more of the following events occur:

A. If the OPERATOR shall file a petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to proceedings; or if a court shall take jurisdiction of the OPERATOR and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or if a receiver for the OPERATOR's assets is appointed; or if the OPERATOR shall be divested of its rights, powers and privileges under the agreement and lease by other operations of law.

B. If the OPERATOR shall default in or fail to make any payments at the times and in the amounts as required of it under the agreement and lease.

C. If the OPERATOR shall abandon and discontinue the conduct of a fixed base operation for a period of seven (7) days.

D. If the OPERATOR shall fail to perform, keep, and observe all of the covenants and conditions contained in the agreement and the lease to be performed, kept, and observed by it.

E. If the OPERATOR shall fail to abide by all applicable laws, ordinances, rules and regulations of the United States, State of New Jersey, and County of Ocean, New Jersey.

Provided that upon the happening of any of the contingencies recited in Subparagraphs B, C, D and E above, the BOARD shall give written notice to the OPERATOR to correct or cure such default, failure to perform or breach and if, within thirty (30) days from the date of such notice, the default, failure to perform or breach complained of shall not have been corrected in a manner satisfactory to the BOARD, then, and in such event, the BOARD shall have the right at once and without further notice to the OPERATOR to declare the agreement and lease terminated and to enter upon and take full possession of the leased premises and leased facilities, and, provided further, that upon the happening of any one of the contingencies enumerated in Subsection A hereof, the agreement and lease shall be deemed to be breached by the OPERATOR and thereupon ipso facto and without entry or any other action by the BOARD the agreement and lease shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvency proceedings, petitions for reorganization, trusteeship, receivership, or other legal act divesting the OPERATOR of its rights under the agreement and lease shall be denied, set aside, vacated or terminated in the OPERATOR's favor within forty-five (45) days from the happening of the contingency. Upon the happening of said latter event, the agreement and lease shall be reinstated as if there had been no breach occasioned by the happening of said contingencies provided that the OPERATOR shall within ten (10) days discharge any and all sums of money which may have become due under the agreement and lease in the interim and shall then remain unpaid and shall likewise fully perform and discharge all other obligations which may have accrued and become payable in the interim. The acceptance of rentals and fees by the BOARD for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept and observed by the OPERATOR shall not be deemed a waiver of any rights on the part of the BOARD to cancel the agreement and lease for failure by the OPERATOR to so perform, keep, or observe any of the terms of the agreement and lease to be kept, performed, and observed by the OPERATOR.

The BOARD shall have the right to cancel the agreement and lease, upon forty-five (45) days written notice to the OPERATOR, if, in its sole judgment, the leased premises hereunder are required for other uses in the proper operation of the airport. In the event of the happening of such cancellation, the BOARD shall offer to the OPERATOR a new agreement and lease covering premises suitable and appropriate to the OPERATOR's use, as contemplated hereunder, and containing terms and provisions no less favorable to the OPERATOR as are contained in the prior agreement and lease. It is understood, however, that nothing stated or contained herein shall in any way be construed to be a waiver of or limitation upon the BOARD's powers to invoke its right of eminent domain.

#### ARTICLE XIV. TERMINATION BY OPERATOR

In addition to all other remedies available to the OPERATOR, the agreement and lease shall be subject to cancellation by the OPERATOR should any one or more of the following events occur:

- A. The permanent abandonment of the Airport.
- B. The issuance by any court of competent jurisdiction of any injunction preventing or restraining the use of the Airport in such a manner as to substantially restrict the OPERATOR from conducting its fixed base operation, and the remaining in force of such injunction for a least sixty (60) days.

C. The breach by the BOARD of any of the terms, covenants, or conditions of the agreement and lease to be kept, performed, and observed by the BOARD, and the failure of the BOARD to remedy such breach for a period of the existence of such breach.

D. The assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the airport and its facilities in such a manner as to substantially restrict the OPERATOR from conducting its fixed base operation, if such restriction be continued for a period of three (3) months or more.

The OPERATOR shall provide written notification to the BOARD regarding a suspected breach or other conditions applicable to this Article. The BOARD will have sixty (60) days from the receipt of said notification to respond and address the breach and or applicable conditions specified by the OPERATOR.

#### ARTICLE XV. ASSIGNMENT AND SUBLETTING

The activities, uses, privileges, and obligations authorized herein are personal and the OPERATOR agrees that it will not assign, sublet, or underlet the same or any portion thereof, or assign, sublet, or underlet the leased facilities or any portion thereof or permit a sale of any shares of stock whether issued or not by OPERATOR without the expressed consent of the airport management in writing and any purported assignment in violation hereof shall be void. In no case, however, may the activities, uses, privileges, and obligations herein or the leased premises or lease facilities or any portion thereof be assigned, sublet, or underlet by the OPERATOR for any use other than herein specified. All provisions of the agreement and lease applicable to the OPERATOR hereunder shall be equally binding upon any party to which the activities, uses, privileges and obligations authorized herein, leased premises or leased facilities are assigned, sublet, or underlet. For the purposes of this agreement, the term assignment shall include the transfer or sale of corporate stock of the OPERATOR to third persons.

The airport management will not be unnecessarily arbitrary in granting said permission, but the BOARD shall be the sole judge as to the reliability, capability, character, and desirability of the parties involved.

The BOARD will act upon any written request to sublet within sixty (60) days of the date of receipt thereof.

If, after the OPERATOR has entered into agreement with the BOARD to provide fixed base operator services, the OPERATOR has a change in ownership, the new ownership will comply with the terms and conditions of this agreement through the completion of the contract period.

#### ARTICLE XVI. RECORDS AND REPORTS

The OPERATOR shall keep accurate and complete records of its operations and will make available to the BOARD, or its authorized representatives, during all reasonable and ordinary working hours all records, reports, books of account, and other pertinent information as may be requested for audit purposes.



## ARTICLE XVII. INSPECTION BY THE BOARD

The BOARD, through its authorized representative, may make periodic inspection of all of the OPERATOR's premises and equipment to determine that such are being maintained in a neat and orderly condition. OPERATOR will be required to make any improvements in cleaning or maintenance methods, including painting of the area, as reasonably required by the BOARD.

In the event the OPERATOR fails to commence so to maintain, clean, or paint, within a period of twenty (20) days after notice from the BOARD to do so, or fails to diligently continue to complete the maintenance, cleaning, and painting of the premises, the BOARD may, at its option, and in addition to any other remedies which may be available to it, maintain, clean, or paint all or any part of the premises included in said notice.

## ARTICLE XVIII. OPERATOR'S FAILURE TO PERFORM

Without prejudice to any other remedy which otherwise might be used for arrears of rent or other breach of the agreement, if the BOARD is required or elects to pay any sum or sums, or incurs for any obligation or expense, by reason of a failure or neglect or refusal of the OPERATOR to perform any one or more of the terms, conditions or covenants of the agreement and lease or as the result of any act or omission of OPERATOR contrary to said terms, conditions and covenants, the sum or sums so paid or the expense so incurred, including all interest, costs, damages, and penalties may be added to any installment of rent thereafter due hereunder and each and every part of the same shall be and become additional rent recoverable by the BOARD in the same manner and with like remedies as if it was originally a part of the rent as set forth herein above.

## ARTICLE XIX. USE OF AIRPORT FACILITIES

The OPERATOR shall have the non-exclusive right to use the airfield facilities, including runways and taxiways and other facilities, for the operation of aircraft in OPERATOR's business.

## ARTICLE XX. SIGNS AND ADVERTISING

The OPERATOR will not suffer or permit to be maintained upon the leased premises or upon the exterior of any improvements or appurtenances thereto any billboards, signs or other advertising media except those which have prior written approval of the airport management: nor will the OPERATOR suffer or permit to be maintained within any structure situated upon or with the leased premises any signs or other advertising media which concerns goods or services other than those furnished or offered for sale by the OPERATOR except those which have prior written approval of the airport management. This paragraph does not apply to the ordinary advertising on soft drink and other similar vending machines.

## ARTICLE XXI. RULES AND REGULATIONS

The OPERATOR agrees that the BOARD has the right to adopt and enforce reasonable rules and regulations and that it and all its employees, agents, and servants, will faithfully observe and comply with all rules and regulations as may from time to time be promulgated by the BOARD,

the United States of America or any department or agency thereof, the State of New Jersey, and the local governmental authorities having jurisdiction hereof.

#### ARTICLE XXII. BOARD'S RIGHT TO REPAIR AIRPORT FACILITIES

Any provision in the agreement to the contrary notwithstanding, the BOARD shall have the absolute right to make any repairs, alterations, and additions to the Airport as it deems necessary and in so doing it shall be free of all liability to the OPERATOR herein for loss of business or damages of any nature whatsoever to the OPERATOR occasioned during the making of such repairs, alterations, and additions; provided, however, if it is shown to the BOARD that the OPERATOR's operation is curtailed substantially thereby, OPERATOR'S rental obligation shall abate pro rata.

#### ARTICLE XXIII. FEDERAL GOVERNMENT AND STATE AGREEMENTS

It is understood and agreed that the agreement and lease shall be subordinate to the provisions of any existing or future agreements between the BOARD and the United States, relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the BOARD for airport purposes, or to the expenditure of federal funds for the development of the airport, including the expenditure of federal funds for the development of the airport in accordance with provisions of the Federal Airport Act of 1958, the Airport and Airway Improvement Act of 1982 as amended, and any future act specifying conditions similar to or less onerous than specified.

#### ARTICLE XXIV. FEDERAL GOVERNMENT'S WAR POWER

All provisions of the agreement shall be subordinate to the right of the United States of America to lease the Airport, or any part thereof, during the time of war or national emergency for military or naval use, or any provisions of the agreement inconsistent with the provisions of such lease of the United States of America shall be suspended thereby.

#### ARTICLE XXV. QUALITY LEVEL OF OPERATION

The quality level of operation as pertains to the service afforded the public and the appearance of the premises shall be at least equal to the highest quality of service rendered by similar type operators at other airports in the United States. At all times the general public shall be given the highest consideration in matters affecting the operation and use of these premises.

The quality level of operation and public safety conducted by the OPERATOR shall be at least equal to such quality level as set forth by the BOARD.

OPERATOR shall conduct activities and render services in a safe, responsible, and efficient manner, and shall be solely responsible for all of the acts of his tenants, agents, or employees.

OPERATOR and his employees shall be clean, courteous, efficient, and neat in appearance, and such employees shall be trained properly to perform any and all of the customer services for which

they have been hired under this particular operation. Any of the OPERATOR's employees on the Airport who shall use improper language, or act in a loud and boisterous or otherwise improper manner shall be disciplined by the OPERATOR. In the event that the inappropriate behavior continues, the employee shall be removed upon written notice from the BOARD. The OPERATOR or his employee(s) shall have the right to appeal to Airport Management for a hearing covering the circumstances regarding the notification for removal. The decision of the BOARD shall be final for all parties concerned.

Any questions or complaints regarding the quality of service or appearance of the premises or other aspects of operation or public safety which shall be brought before the BOARD shall be subject to review by the BOARD. The BOARD may take such actions as it deems appropriate, after conferring with the OPERATOR, in the particular circumstances.

Continued violation of this clause shall be suitable grounds for the termination of the agreement.

#### ARTICLE XXVI. HOLDOVER CLAUSE

In the event the OPERATOR shall hold over and remain in possession of the leased premises or leased facilities herein leased after expiration of the agreement and lease without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of the lease but shall only create a tenancy from month-to-month which shall be terminated upon proper notice from the BOARD. However, during such month-to-month tenancy, all the other provisions of this lease not directly in conflict with such tenancy shall be deemed to continue.

#### ARTICLE XXVII. SUCCESSOR AND ASSIGNS BOUND BY COVENANTS

All covenants, stipulations, and agreements in the agreement and lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

#### ARTICLE XXVIII. NONDISCRIMINATION

The OPERATOR in the operation and use of the leased premises, will not on the grounds of race, color, or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 152 of the Federal Aviation Regulations.

#### ARTICLE XXIX. AERIAL APPROACHES

The BOARD reserves the right to take any action that it considers necessary to protect the aerial approaches to the airport against obstructions, together with the right to prevent any operator from erecting any buildings, signs, or other structures on the Airport, which in the opinion of the BOARD would limit the usefulness of the airport or constitute a hazard to aircraft.

The BOARD also reserves the right to protect the aerial approaches from interference because of land use or activities which would hinder the safe control of aircraft approaching or departing from the airport. This would include, for example, any glaring lights, excessive concentration of smoke

or haze, blocking the sight of air traffic control, and electronic emanations that might deflect, block, or aberrate the precise orientation of navigational guidance systems.

#### ARTICLE XXX. QUIET ENJOYMENT

The BOARD covenants that the OPERATOR shall have peaceful possession and quiet enjoyment of the premises during the term hereof so long as the OPERATOR performs and observes all of the covenants, agreements, terms, and conditions hereof.

#### ARTICLE XXXI. RIGHTS TO LEASE PROPERTY

The BOARD covenants that it is well seized of the leased premises and has good title thereto free and clear of all liens and encumbrances and has full right and authority to lease the same as herein set forth.

#### ARTICLE XXXII. REQUEST FOR PROPOSALS AND PROPOSAL

The 2018 Request for Proposals and the Proposal are incorporated in this FBO Operator Lease, as if attached hereto and made a part hereof. In case of any conflict or discrepancy between the provisions of the FBO Operator Lease and any other contract document, the provisions of the FBO Operator Lease shall take precedence.

#### ARTICLE XXXIII. NOTICES

Notices to the BOARD provided for in the agreement and lease shall be sufficient if sent by certified or registered mail, postage prepaid, addressed to the Board of Chosen Freeholders of the County of Ocean, Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08754 and may designate to each other from time to time in writing.

Notices to the OPERATOR shall be sufficient if sent certified mail to the address listed by the Lessee in the Response For Proposal, or to the address furnished by the Lessee consistent with the terms of the Request For Proposal.

IN WITNESS WHEREOF, the parties herein have caused these present to be signed by their proper corporate officers and their proper corporate seals to be hereunto affixed the day and year first written above.

ATTEST:

THE COUNTY OF OCEAN

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Freeholder Director

ATTEST:

\_\_\_\_\_  
BY

\_\_\_\_\_  
Title