Torres Rojas, Genara FOI #14640

From: ctaylor@hawkins.com
Sent: Thursday, February 06, 2014 11:40 AM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Christopher
Last Name: Taylor
Company: Hawkins Delafield & Wood LLP
Mailing Address 1: One Chase Manhattan Plaza
Mailing Address 2:
City: New York
State: NY
Zip Code: 10005
Email Address: ctaylor@hawkins.com
Phone: 2128209395
Required copies of the records: No

List of specific record(s):
A copy of the RFP that was issued for the Goethals Bridge replacement that resulted in the proposal by NYNJ Link Partnership being selected for the Public-Private Partnership P3 to provide the design, build, finance, and maintenance services .

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

May 1, 2014

Mr. Christopher Taylor
Hawkins Delafield & Wood LLP
One Chase Manhattan Plaza
New York, NY 10005

Re: Freedom of Information Reference No. 14640

Dear Mr. Taylor:

This is in response to your February 6, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for "a copy of the RFP that was issued for the Goethals Bridge replacement that resulted in the proposal by NYNJ Link Partnership being selected for the Public-Private Partnership P3 to provide the design, build, finance, and maintenance services."

Material responsive to your request and available under the Code can be found on the Port Authority's website at http://www.panynj.gov/corporate-information/foi/14640-LPA.pdf. Paper copies of the available records are available upon request.

Please refer to the above FOI reference number in any future correspondence relating to your request.

Very truly yours,

Daniel D. Duffy
FOI Administrator

225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642 F: 212 435 7555

THE PORT AUTHORITY OF NY & NJ

REQUEST FOR PROPOSALS

FOR

THE GOETHALS BRIDGE REPLACEMENT PROJECT

(RFP No. 25857)

PART I: INSTRUCTIONS TO PROPOSERS

MARCH 25, 2013

(Version 8)

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1. INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

(a) The Port Authority of New York and New Jersey (the "**Port Authority**" or the "**Authority**") is a municipal corporate instrumentality and political subdivision of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States of America.

(b) The Authority is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in the State of New York, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark, Elizabeth-Port Authority Marine Terminal, Greenville Yard-Port Authority Marine Terminal, Port Jersey-Port Authority Marine Terminal, Brooklyn-Port Authority Marine Terminal, and Howland Hook Marine Terminal), and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

(c) In addition, the Authority operates the Port Authority Bus Terminal in Manhattan, and the George Washington Bridge and Journal Square Transportation Center bus stations. A key link in interstate commuter travel, the Authority also operates the Hudson Tubes Facility (PATH), a rapid rail transit system linking the Newark, Jersey City and Hoboken waterfronts with midtown and downtown Manhattan. A number of other key properties are managed by the Authority, including a large satellite communications facility (the teleport) in Staten Island and a resource recovery co-generation plant in Newark, New Jersey. Prior to September 11, 2001, the Port Authority's headquarters were located in the World Trade Center, and that complex is still owned and being partially redeveloped by the Authority.

(d) The existing Goethals Bridge (the "**Existing Bridge**"), originally designed for narrower vehicles and local traffic movements, has become increasingly deficient in accommodating the markets it now serves. As early as the mid-1980s, the Authority recognized that the bridge had become functionally obsolete. In addition, deteriorated traffic conditions and relatively higher accident levels on the bridge were attributed to ever-increasing traffic volumes, including truck traffic. In response to these conditions, the Authority undertook a screening analysis of potential alternative improvements for the Staten Island Bridges, and an environmental review of the alternatives was undertaken in the early 1990s.

(e) As a result of those studies, the Authority initiated an environmental process for a new Goethals Bridge between 1994 and 1997. Then, in 2004, the Authority initiated a new environmental process. The Authority intends to replace the Existing Bridge as part of its efforts to improve regional mobility and to address the needs identified in the Final Environmental Impact Statement issued by the U.S. Coast Guard.

1.2 **Request for Proposals**

(a) The Authority is seeking competitive proposals through this Request For Proposals for a Developer (as defined below) to undertake (i) the design, construction, financing, Maintenance Work and Renewal Work of a new replacement Goethals Bridge (the "**Replacement Bridge**"), (ii) the demolition and removal of the Existing Bridge and (iii) all other work and services related to the foregoing (clauses (i) through (iii), collectively, the "**Project**"). The anticipated scope of the Project and services of the Developer include the work described in the foregoing clauses (i) through (iii); however, the final design of the Project will be developed by the Successful Proposer in conformity with its Conceptual Design Proposal.

(b) The Developer's and the Authority's obligations to each other in respect of the Project shall be set forth in the Project Agreement and the other Project Documents.

(c) The Proposer that is selected by the Authority, in accordance with the RFP Process, to enter into the Project Documents with the Authority shall be referred to herein as the "**Successful Proposer**". The Successful Proposer (or a special purpose entity formed by it for the purposes of delivering the Project) shall become the "**Developer**" upon Commercial Close.

(d) Only those parties that were respondents to the Request for Qualifications for the Goethals Bridge Replacement Project (RFQ No. 22697) (the "**RFQ**") issued by the Authority in October 2010 and became Prequalified Teams thereunder are eligible to submit a Proposal in response to this Request For Proposals.

(e) This Request For Proposals consists of the three (3) Parts described below and any other documents that may be issued by Addenda hereto, in each case, as such documents may be revised, amended, supplemented or otherwise modified (collectively, this "**RFP**"):

(i) Part I – this Instructions to Proposers (including all Exhibits and Forms attached hereto, collectively, this "**ITP**" or "**Instructions to Proposers**").

(ii) Part II – drafts of each of the following documents, which collectively constitute the Project Agreement (the "**Project Agreement**"):

(A) Volume 1 – a draft of the Project Agreement; and

(B) Volume 2 – a draft of the Requirements and Provisions for Work.;

(iii) Part III – the Reference Documents.

(f) Definitions of capitalized terms used in this ITP and rules of construction regarding terms generally are set forth in Exhibit A.

(g) For the purpose of the RFP Process, if there are any conflicts or inconsistencies among the terms and conditions of the documents in any of the Parts comprising this RFP, the following shall apply:

(i) in respect of matters of interpretation related to the RFP Process and all procurement matters, this ITP shall prevail over the documents in any other Part of this RFP;

(ii) in respect of matters of interpretation related to the Project or the Project Agreement, the Project Documents in Part II shall prevail over the documents in any other Part of this RFP; and

(iii) for the purpose of resolving conflicts or inconsistencies among the Project Documents, Section 1.2 of the Project Agreement shall govern.

1.3 Compliance with the terms of this ITP

Proposers must comply with all terms of this ITP in submitting their Proposals, providing any other information in response to this RFP, engaging in any communications with the Authority, and in all other respects throughout the entire RFP Process. Failure by a Proposer or any member of its team to comply with the requirements, restrictions, prohibitions and other terms herein may result in (a) disqualification of such Proposer, such member or both from the RFP Process; (b) a draw by the Authority on such Proposer's Proposal Security; or (c) loss of such Proposer's eligibility to receive any Payment for Work Product.

1.4 Communications Protocols

1.4.1 *Terms of Discussion with the Authority*

To confirm its understanding of the Authority's rights with respect to information received in connection with this RFP, whether in writing or verbally, and the Proposals and the Authority's Freedom of Information Policy and Procedure, each Proposer, acting through its Proposer Representative, shall execute the Agreement on Terms of Discussion (in the form attached hereto as Form A) in blue ink not later than ten (10) Business Days after the initial issuance of this RFP. For Proposers that are joint ventures, partnerships, limited liability companies, consortia, or other associations, additional copies executed by authorized officials of the relevant Equity Member or Major Non-Equity Member shall also be submitted by such deadline.

1.4.2 *The Authority Representative*

The Authority has designated the following individual to be its authorized representative for the procurement of the Project and the RFP Process:

Laurie Spencer
The Port Authority of New York and New Jersey
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302
Phone: (201) 395-3444
E-mail: lspencer@panynj.gov

Such individual or any other individual(s) designated by the Authority from time to time during the RFP Process, and notified to the Proposers, to act as its authorized representative for the purposes of the RFP Process shall be the "**Authority Representative**".

1.4.3 ***Identification of Proposer Representative***

(a) Each Proposer shall designate one (1) individual to be its authorized representative responsible for contacts with the Authority during the RFP Process (such individual, as may be substituted in accordance with clause (b) below, the "**Proposer Representative**"). Unless otherwise notified to the Authority in writing, the authorized representative identified by each Proposer in the Transmittal Letter included with its SOQ submission shall be deemed to be such Proposer's Proposer Representative.

(b) At any time, if a Proposer wishes to change the individual then designated as its Proposer Representative, such Proposer shall notify the Authority Representative by e-mail of such change and the name, address and other contact information of such new designated individual. Each Proposer is solely responsible for ensuring that the contact information for its Proposer Representative is accurate and updated at all times during the RFP Process. Failure by a Proposer to identify a Proposer Representative or update his/her contact information with the Authority in writing may result in such Proposer failing to receive important communications from the Authority. The Authority is not responsible for any such failure.

1.4.4 ***Rules of Contact***

(a) Unless specifically authorized elsewhere in this ITP, the Authority Representative shall be the Authority's single contact person and source of information for the procurement of the Project.

(b) All notices, submissions, approvals and other communications described in this RFP, whether by a Proposer or the Authority, shall be in writing and delivered by electronic-mail (e-mail) or uploaded to the Collaboration Portal, except in the cases of notices, submissions, approvals or other communications expressly permitted or required to be given verbally, by telephone or hard copy.

(c) The rules of contact set forth in this Section 1.4.4 shall apply during the entire RFP Process and to all forms of contact, including, without limitation, face-to-face meetings and teleconferences between the Authority and any Proposer (which meetings and teleconferences may include any of such Proposer's employees, consultants and

advisors), e-mail or formal written communication and submissions through the Collaboration Portal.

(d) The following rules of contact shall apply to any contact by and among a Proposer and any other Proposer(s) or a Proposer and the Authority:

(i) No Proposer nor any of its team members may communicate with another Proposer or its team members with regard to this RFP or either team's Proposal, except that subcontractors (which cannot be any Major Non-Equity Members) that are shared between two (2) or more Proposers may communicate with their respective team members so long as such Proposers establish a protocol to ensure that such subcontractors will not act as a conduit of information between such Proposers.

(ii) Each Proposer shall correspond with the Authority regarding this RFP only through its Proposer Representative and shall direct all communications to the Authority Representative. Contact made through submissions to the Collaboration Portal by a Proposer by its authorized Collaboration Portal users, as outlined in Exhibit J, shall be deemed to be contact by such Proposer's Proposer Representative.

(iii) Any contact by a Proposer or a member of its team or its Proposer Representative, any governmental and/or elected official engaged by a Proposer to act on its behalf or any other agent or sub-agent of a Proposer regarding this RFP or the procurement described herein with the Executive Director, Deputy Director, Board Commissioner, or other Authority official or employee, other than the Authority Representative, or any of the Authority's advisors, lobbyists, contractors or consultants involved with the procurement is strictly prohibited, except for (x) communications expressly permitted by this RFP or (y) as approved in writing in advance by the Authority Representative or the Procurement Director, in his or her sole discretion. However, the foregoing restriction shall not preclude or restrict communications regarding matters unrelated to this RFP or participation in public meetings of the Authority.

(iv) Any communications by a Proposer determined by the Authority, in its sole discretion, to be improper may result in disqualification of such Proposer.

(v) The Authority will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

1.4.5 ***Communications with Stakeholders and Property Owners***

(a) Except for communication with any Conduit Issuer pursuant to Section 1.4.5(d) below and otherwise as permited by Section 1.4.5(e) below, communication by or on behalf of Proposers with any Stakeholder regarding this RFP or the procurement described herein is prohibited. Throughout the RFP Process, the Authority will coordinate any and all communication between Proposers and Stakeholders. Proposers may submit to the Authority requests or questions regarding issues related to, or requiring information from,

Stakeholders in accordance with the protocols in Section 2.3. When submitting a question relating to Stakeholders issues, Proposers should clearly indicate reasons why they believe the content of such question constitutes Non-Public Proposer Information; provided that determination as to whether the question actually constitutes Non-Public Proposer Information is within the Authority's sole discretion. If the Authority determines that such question actually constitutes Non-Public Proposer Information, the Authority will use Reasonable Efforts to obtain a response from the relevant Stakeholder on behalf of the relevant Proposer.

(b) Depending on the nature and volume of questions received regarding Stakeholders issues, the Authority may schedule meetings between Proposers and Stakeholders. Any such meeting will be open to all Proposers and the relevant Stakeholder(s). If the Authority determines to schedule any such meeting, it will notify the Proposers of the Stakeholder attendees, topic(s) to be covered, date, time and other pertinent information regarding the meeting.

(c) Further, direct communication relating to the Project by or on behalf of Proposers with any owner or holder of a property interest in the real property comprising the Project Right of Way, excluding the Authority, is prohibited. Any questions the Proposers may have regarding the Project Right of Way should be directed only to the Authority.

(d) If any Proposer wishes to propose a Financial Plan which incorporates PABs (as described in Section 7.1.1) and to communicate with any Conduit Issuer regarding the terms of its participation in such Financial Plan, then such Proposer, subject to written permission from the Authority, may communicate regarding such matters with the Conduit Issuer.

(e) The Authority will employ all commercially reasonable efforts to arrange the following for the Successful Proposer: (i) early entry to individual parcels of the Project ROW for the purposes only of making surveys, inspections, examinations, soil tests, or other activities as approved by the Authority and (ii) meetings and communications with relevant Governmental Entities in connection with applying for or obtaining Governmental Approvals. The Successful Proposer shall provide at least fourteen (14) Days prior written notice to the Authority requesting: (A) entry to the Project ROW, stating the purpose, applicable Project ROW parcel(s), and date on which entry is desired; or (B) initial contact with a Governmental Entity in respect of clause (ii) above.

1.4.6 ***Language Requirement for Communications***

All communications with the Authority regarding this RFP, RTCs, an ISoP, a Proposal, and/or any Project Document must be in the English language.

1.5 **Procurement Schedule**

The procurement process to select a Successful Proposer to deliver the Project shall commence with the issuance of this RFP and terminate upon Commercial Close or the date the Authority notifies the Proposers that the procurement for the Project has been terminated under Section 11.1(vi), whichever occurs first, and shall include the various

steps described in this ITP (collectively, the "**RFP Process**"). A detailed schedule of the RFP Process is set forth in Exhibit B (the "**RFP Schedule**"). All dates set forth in the RFP Schedule and elsewhere in this RFP are subject to change, in the Authority's sole discretion, by notice to the Proposers.

All times listed in the RFP Schedule and elsewhere in this RFP are for local, Eastern Standard Time in New York, New York for the applicable date. Unless expressly measured in "Business Days", all time periods expressed in "days" in this RFP shall be measured in calendar days.

1.6 Federal Requirements and Funding

To the extent a Proposer's Financial Plan includes any of the federal financing described in Section 7.1, such Proposer will be obligated to comply at its cost with the Federal Requirements (as defined in the Project Agreement), including the Federal Requirements set forth as Exhibit 17 (*Additional Federal Requirements*) of the Project Agreement. The Authority reserves the right to modify this RFP for any reason, as provided in Section 11.1(iv), to address any concerns, conditions or requirements of the Federal Highway Administration ("**FHWA**"), including its Transportation Infrastructure Finance and Innovation Act Joint Program Office ("**TIFIA JPO**"). Proposers shall be notified by Addendum of any such modifications. However, should a Proposer elect to not include any federal financing or funding in its Financial Plan, its Proposal will not be required to comply with FHWA regulations solely related to the use of such federal financing or funding.

1.7 Improper Conduct

1.7.1 *Non-Collusion*

Neither a Proposer nor any of its team members shall undertake any of the prohibited activities identified in the Non-Collusive Bidding and Code of Ethics Certification and Certification of No Solicitation Based on Commission Percentage, Brokerage, Contingent Fee or Other Fee attached hereto as Exhibit L.

1.7.2 *Organizational Conflicts of Interest*

(a) If a Proposer, including any employee, agent or subcontractor of a Proposer, may have a possible conflict of interest or may give the appearance of a possible conflict of interest, such Proposer shall include in its Proposal a statement indicating the nature of the conflict. The Authority reserves the right to disqualify a Proposer in its entirety if, in its sole discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest. The Authority's determination regarding any questions of conflict of interest shall be final.

(b) The following entities and individuals are precluded from submitting a Proposal and from participating as a Major Participant or subcontractor/sub-consultant to a Proposer:

(i) any consultant firm that has been contracted by the Authority to provide expert professional services in connection with the Project, including, but not limited to, Ernst & Young Infrastructure Advisors, LLC, CH2M Hill, Inc., Allen & Overy LLP, Gibbons, P.C., HNTB Corporation and URS Corporation;

(ii) any entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control or management with any of the foregoing entities; and

(iii) any individual who is or was an employee of the Authority and was involved in the development of this RFP or any other documents relating to the procurement of the Project, the evaluation criteria, or the technical criteria for the Project is prohibited from being engaged by any member of a Proposer's team to work in any capacity in respect of the Project.

1.7.3 ***Participation on more than one Proposer Team***

Major Participants of a Proposer shall not, directly or indirectly, participate in any capacity on more than one Proposer's team. This prohibition includes the participation on different teams by a Major Participant of any Proposer through related corporate entities, such as an entity that directly or indirectly controls another entity, or two entities that are under common control. If any Major Participant fails to comply with this prohibition, all Proposer teams on which it is participating may be disqualified from submitting a Proposal.

1.7.4 ***Disclosure of Ownership among Entities on Different Proposers***

(a) If any Person on a Proposer team has a non-controlling, direct or indirect, ownership interest in any Person on another Proposer team, such ownership must be immediately disclosed to the Authority with comprehensive, detailed information regarding: (i) the corporate relationship between such Persons and the corporate structure of each such Person; and (ii) the policies and procedures that will be put in place by both Proposer teams to mitigate any conflict of interest or potential conflict of interest.

(b) Any corporate ownership changes occurring during the course of RFP Process that give rise to any of the circumstances described above must be immediately disclosed to the Authority.

(c) Upon any such disclosure, the Authority shall, in its sole discretion, determine whether the relevant Person(s) or their respective Proposer team(s) will be prohibited from participating in the RFP Process because the corporate relationship or ownership change, as applicable, could potentially affect fair competition in this RFP Process. The Authority may request additional information and/or assurances as it deems appropriate to make such a determination.

1.7.5 ***Non-Exclusive Relationships with Monoline Insurers, Lenders and Conduit Issuers***

(a) The market for monoline insurers is small enough that exclusivity arrangements between monoline insurers and Proposers would give Proposers in exclusive arrangements a distinct and unfair advantage over other Proposers. In addition, the bank loan financing market capacity is constrained. As a result, to ensure a fair procurement process, (i) Proposers may not enter into any exclusivity arrangements with any monoline insurer or any bank or other financial institution that provides debt financing in the form of a loan or related guarantees and (ii) any monoline insurer, bank and other financial institution may provide guarantees, credit support, financing or other products to one or more Proposers. For avoidance of doubt, this Section 1.7.5(a) does not apply to financial institutions acting as bond underwriters. In addition, Proposers may not enter into any exclusivity arrangements with any credit rating agency, and any credit rating agency may provide credit rating services to one or more Proposers.

(b) In addition, Proposers may not enter into any exclusivity arrangements with any Conduit Issuer, and any Conduit Issuer may accept applications from one or more Proposers.

(c) The Authority reserves the right, but has no obligation, to engage in bilateral discussions with monoline insurers, lenders, or Conduit Issuers to better ensure their availability to all Proposers.

1.8 **Changes in Proposer's Organization and Submission of Key Personnel**

(a) Proposers are advised that, in order for a Proposer to remain qualified to submit a Proposal, the Proposer's organization (including its Major Participants, Guarantors and Key Personnel) as identified in its SOQ must remain intact for the duration of the RFP Process, unless otherwise approved in writing by the Authority.

(b) If it becomes necessary for any Proposer to change the organization represented in its SOQ by adding, removing, substituting or changing the role of any of its Key Personnel or Major Participants (except where such addition, removal, substitution or change relates to any Major Participant's role as an Equity Member) (an "**Administrative Organizational Change**"), the Proposer must obtain the Authority's prior written approval of such change not later than the Administrative and Technical Proposals Due Date; provided, that if any such change impacts any "Other Personnel" as defined in the SOQ, then no such Authority consent is required. If it becomes necessary for any Proposer to change the organization represented in its SOQ by adding, removing, or substituting any of its Guarantors or changing the role of any Major Participant as an Equity Member (a "**Financial Organizational Change**"), the Proposer must obtain the Authority's prior written approval of such change not later than the Financial Proposal Due Date. If a request is made to allow any addition or substitution to a Proposer's team (including the addition of any Person that participated on a team that submitted an SOQ but was not a Prequalified Team), the Proposer shall submit with its request for approval the information required by the RFQ for the position or role the proposed new Person will fill. For any proposed change to a Proposer's organization, the Proposer shall submit all information the Authority may require, including updated versions of information

submitted in its SOQ, to demonstrate that the Proposer team, once changed, would continue to satisfy the requirements set forth in the RFQ at the same or higher levels of experience, financial strength and quality as demonstrated in such Proposer's SOQ, as determined in the sole discretion of the Authority.

(c) Any request for approval of any Administrative Organizational Change must be submitted to the Authority, together with the relevant information concerning such change, at least 30 days before the Administrative and Technical Proposals Due Date and any request for approval of a Financial Organizational Change must be submitted to the Authority, together with the relevant information concerning such change, at least 30 days before the Financial Proposal Due Date. In each case, the Authority will use Reasonable Efforts to respond to any such request within 15 days after the Authority's receipt thereof. The Authority shall have sole discretion to grant or withhold approval of such change and to waive the requirement that the Proposer obtain prior written approval of any Administrative Organizational Change by the Administrative and Technical Proposal Due Date or any Financial Organizational Change by the Financial Proposal Due Date.

1.9 Reference Documents

(a) The Reference Documents are included in Part III of this RFP for the purpose of providing information to Proposers that is in the Authority's possession. The Reference Documents will not form a part of the Project Agreement or any other agreement between the Authority and the Developer or otherwise constitute a Project Document. The Authority makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents, and, in addition, shall not be responsible for any conclusions drawn therefrom by any Person.

(b) Any completed studies and investigations undertaken by the Authority in connection with the Project are contained in the Reference Documents. The Reference Documents will be made available to Proposers through the Collaboration Portal, as described in Section 2.2.1, as and when such documents become available. To the extent the Authority undertakes any additional investigative activities, the information obtained by the Authority from such activities also may be made available to Proposers.

1.10 Proposers' Diligence

1.10.1 *Examination of RFP and Project Right of Way*

Each Proposer shall be solely responsible for (a) examining, with appropriate care and diligence, this RFP (including the Reference Documents and any Addenda) and any other documents or information posted on the Collaboration Portal in accordance with Section 2.2.1, prior to the Financial Proposal Due Date, (b) requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained in this RFP, or of any provision that such Proposer fails to understand and (c) informing itself with respect to any and all circumstances which may

in any way affect the nature of its Proposal, the Price Components proposed therein or the performance of its obligations if such Proposer enters into the Project Documents with the Authority. Except as set forth in the Project Documents, failure of a Proposer to so examine and inform itself shall be at its sole risk, and the Authority will provide no relief for any error or omission. The submission of a Proposal shall be considered *prima facie* evidence that the Proposer has made the above-described examination and is aware of the conditions to be encountered in performing the Work under, and as to the requirements of, the Project Documents. All physical investigations by Proposers of portions of the Project Right of Way that are publicly accessible will be coordinated by the Authority in accordance with Section 1.10.2.

1.10.2 ***Access to the Project Right of Way***

(a) During the RFP Process, the Authority will coordinate one (1) or more visits to the Project Right of Way, each of which shall be attended by all Proposers. The Authority does not intend to schedule separate visits to the Project Right of Way for any individual Proposer at any point during the RFP Process.

(b) The Authority will endeavor to provide access to the Project Right of Way; however, certain parcels contemplated to be within the Project Right of Way may not have been acquired and/or accessible at the time of a scheduled site visit and Proposers will be allowed access to only the portions of the Project Right of Way that are under the Authority's ownership at the time of such visit. All site visits will be for visual inspection purposes only. Surveying and testing (including non-destructive investigations) by Proposers will not be permitted during any site visit.

(c) An Authority escort will be present during each visit to the Project Right of Way; provided, however, such escort shall not be authorized to, and the Proposers may not request such escort to, answer any questions regarding the Project Right of Way or any conditions related thereto. All questions regarding the Project Right of Way must be submitted to the Authority in accordance with Section 2.3.

1.11 **Sales Taxes and Costs; Taxes Generally**

(a) The Replacement Bridge shall be an asset of the Authority.

(b) The Proposers' attention is directed to Sections 0.1.11 and 0.1.12 of the General Conditions for information concerning certain tax exemptions and indemnities that will be available to the Developer in connection with the Project in accordance with the terms and conditions thereof.

(c) The Authority does not, and does not intend to, advise on any tax-related matters. The information in this RFP relates generally to the Project and does not represent any tax, legal or other advice, either express or implied. Proposers are encouraged to seek their own professional tax advice for all tax-related issues related to the Project, including all Financial Plans.

1.12 **Proposer Eligibility – Determinations by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts**

(a) Proposers are advised that the Authority has adopted a policy to the effect that, in awarding its contracts, it will honor any determination by an agency of the State of New York or New Jersey that a bidder is not eligible to bid on or be awarded public contracts because the bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

(b) Such policy permits a bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded the contract on which it has bid because: (i) the state agency determination relied upon does not apply to the bidder; (ii) the state agency determination relied upon was made without affording the bidder the notice and hearing to which the bidder was entitled by the requirements of due process of law; (iii) the state agency determination was clearly erroneous; or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or a violation of a prevailing rate of wage law.

(c) The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

1.13 **Disadvantaged, Minority and Women-Owned Business Enterprises**

In cases where the Authority contracts and purchases with funds received from the USDOT through federal agencies, the Authority must comply with the Code of Federal Regulations (CFR) Part 26 regarding disadvantaged business enterprises (each, a "DBE"). Without prejudice to the foregoing, in the event the Proposer's Financial Plan incorporates the use of any TIFIA Debt, any other credit assistance pursuant to TIFIA or any PABs, the requirements set forth in Attachment 9 (*Disadvangated Business Enterprises*) to Exhibit 17 (*Additional Federal Requirements*) of the Project Agreement shall apply and the Authority's requirements for the utilization of minority business enterprises ("MBE") and women-owned business enterprises ("WBE") shall not apply.

Pursuant to the Code of Federal Regulations, the Authority has established a DBE utilization goal for this Project of 10% of the D&C Contract Amount.

In the event that a Proposer's Financial Plan does not incorporate any TIFIA Debt, any other credit assistance pursuant to TIFIA or any PABs, the Authority reserves the right to include in this solicitation requirements for the utilization of MBEs and WBEs in accordance with the applicable regulations and customary practice of the Authority.

1.14 **Prevailing Rate of Wage Certification**

The Proposers' attention is directed to Section 9.3.2 of the Project Agreement regarding the "Authority Prevailing Wage" and to the fact that the Authority requires a certification in writing from the Developer that it has paid and caused its subcontractors to pay at least

the prevailing rate of wage and supplements required by such requirements and provisions.

Without prejudice to the foregoing, please note that in the event the Proposer's Financial Plan includes the use of any TIFIA Debt or PABs, the requirements set forth in Section IV (*Davis Bacon and Related Act Provisions*) of Attachment 2 (*FHWA Form 1273*) to Exhibit 17 (*Additional Federal Requirements*) of the Project Agreement shall apply in addition to Section 9.3.2 of the Project Agreement regarding the "Authority Prevailing Wage," as applicable.

2. RFP PROCESS

2.1 Summary of the RFP Process

The following is a general summary of the key steps involved in the RFP Process, which are described in greater detail in the subsequent Sections of this RFP:

(a) *Issuance of the RFP and Addenda.* This RFP and Addenda hereto will be issued in accordance with Section 2.2.

(b) Communications with Proposers and One-on-One Meetings:

(i) *Proposers' submittal of questions and comments regarding this RFP and the Authority's responses.* Proposers may submit questions, requests for written clarification or interpretation of and comments on any provision in this RFP and the Authority shall respond to such questions, requests and comments as described in Section 2.3.

(ii) *One-on-One Meetings.* The Authority contemplates conducting bilateral meetings between the Authority and each Proposer as described in Section 2.4.

(iii) *Proposers' submittal of RTCs and the Authority's responses.* Proposers may submit RTCs, and the Authority shall respond to such submissions, as described in Section 3.

(iv) *Interim Submittal of Proposals.* Each Proposer shall provide interim submittals of proposals, and the Authority shall respond to such submissions, as described in Section 4.

(c) *Split Submission of Administrative and Technical Proposals and Financial Proposals.* Each Proposer shall submit its Administrative and Technical Proposals not later than the due date set forth in the RFP Schedule (the "**Administrative and Technical Proposals Due Date**"), and then it shall submit its Financial Proposal not later than the due date set forth in the RFP Schedule (the "**Financial Proposal Due Date**"), in each case, in accordance with Section 5.

(d) *Successful Proposer Selection.* The Authority will select the Successful Proposer in accordance with the evaluation process set forth in Section 6.

(e) *Finalization of the Project Documents.* The Successful Proposer and the Authority will finalize and execute and deliver the Project Documents in accordance with Section 8.

2.2 Issuance of the RFP and Addenda

2.2.1 *RFP Issuance*

Following the training provided to Proposers' Collaboration Portal users as described in Exhibit J, the Authority will (a) issue this RFP to Proposers in electronic format on the Collaboration Portal, the Authority's secure website further described in Section 2.5.1 and (b) distribute all notices and other documents related to this RFP or the Project, including all Addenda and Reference Documents, to the Proposers solely by posting such documents on the Collaboration Portal and notifying each Proposer Representative by e-mail that such documents have been added to the Collaboration Portal. The Authority's notification to the Proposers of the addition of any documents to the Collaboration Portal is only a courtesy, and Proposers are solely responsible to ensure that they have received and reviewed all documents on the Collaboration Portal pursuant to Section 1.4.4(b).

2.2.2 *Issuance of Addenda to the RFP*

(a) The Authority reserves the right, in its sole discretion, to revise, modify, supplement or otherwise amend this RFP and/or the RFP Process. Any such amendments will be implemented through issuance of Addenda to this RFP. Proposers will be notified of the issuance of such Addenda in accordance with Section 2.2.1.

(b) Each Proposer shall acknowledge in its Proposal Letter receipt of all Addenda and all written responses to Proposers' questions issued by the Authority. Failure to acknowledge such receipt may cause its Proposal to be deemed non-responsive and be rejected.

2.3 Proposers' Submittal of Questions and Comments Regarding this RFP and the Authority's Responses

(a) Proposers may submit, and the Authority will respond to, questions, requests for clarifications and comments regarding this RFP in accordance with this Section 2.3. Responses provided by the Authority (by e-mail or otherwise) do not amend this RFP and will not be considered part of this RFP or any Project Document, unless they are issued as an Addendum.

(b) Proposers' questions, requests for clarifications and comments must be submitted (i) in the form of, and include all information required by, Form L and uploaded as a Microsoft Word document to the Collaboration Portal or (ii) to the extent requested by the Authority, in the form of a "blackline" markup and uploaded in PDF format to the Collaboration Portal. If a Proposer submits a question, request for clarification or

comment to the Collaboration Portal, the Proposer must notify the Authority Representative of its submission by e-mail. Proposers should note that once such questions, requests for clarifications and comments are uploaded, only the Authority Representative will be able to view the relevant files. The Authority will not consider or respond to questions and comments regarding this RFP, including requests for clarification and requests to correct errors, if submitted in any other manner. For avoidance of doubt, no hard copy, telephone, facsimile or oral questions or comments will be considered.

(c) The Authority contemplates issuing multiple versions of this RFP and Parts of this RFP, through Addenda, during the RFP Process. Proposers may submit questions, requests for clarification or interpretation and comments on the RFP in the following manner:

(i) *Technical Requirements*: Proposers may submit one (1) consolidated set of questions, requests for clarification or interpretation and comments relating to the initial version of the Technical Requirements in a consolidated manner, on Form L, at any time prior to or on the deadline specified in the RFP Schedule, as amended from time to time. Following the issuance of subsequent versions of the Technical Requirements, Proposers may submit questions, requests for clarification or interpretation and comments relating to such versions, on Form L or (if requested by the Authority) in the form of a "blackline" markup, at any time and from time to time, without consolidation, during the RFP Process.

(ii) *Volume 1 of the Project Agreement*: Proposers may submit one (1) consolidated set of questions, requests for clarification or interpretation and comments relating to each version of the draft Project Agreement included in Volume 1, Part II of this RFP, on Form L or (if requested by the Authority) in the form of a "blackline" markup, at any time prior to or on the applicable deadlines specified in the RFP Schedule, as amended from time to time. Following the issuance of the last anticipated draft Project Agreement, Proposers may submit questions, requests for clarification or interpretation and comments relating to such draft, on Form L or (if requested by the Authority) in the form of a "blackline" markup, at any time and from time to time, without consolidation; provided, that, the Authority may issue additional Addenda or revised drafts of all or any portion of the RFP as needed or in response to such questions, requests for clarification or interpretation and comments.

(iii) *All other portions of RFP*: Proposers may submit questions, requests for clarification or interpretation and comments relating to any other portion of this RFP or this procurement, on Form L or (if requested by the Authority) in the form of a "blackline" markup, at any time and from time to time, without consolidation, during the RFP Process.

(d) The Authority contemplates issuing to all Proposers multiple sets of written responses to consolidated sets of questions and comments at different times during the RFP Process. When consolidating the questions and comments, the Authority may rephrase questions and comments as it deems appropriate and may consolidate similar questions and

comments from different Proposers. When providing a question or comment and its related response, the Authority will use its best efforts to not disclose the identity of the Proposer who submitted the question or comment.

(e) Notwithstanding clause (d) above, the Authority reserves the right to respond individually to those questions identified by a Proposer or deemed by the Authority as containing Non-Public Proposer Information. The Authority reserves the right to disagree with a Proposer's assessment of information as being Non-Public Proposer Information, in the interest of maintaining a fair procurement process and complying with applicable law, in which case the Authority may allow such Proposer to withdraw the question.

2.4 **One-on-One Meetings**

(a) The Authority intends to conduct bilateral meetings with each Proposer (each, a "**One-on-One Meeting**"), and their respective representatives and/or advisors, on mutually agreeable dates around the periods set forth in RFP Schedule, and on such other dates designated by the Authority in writing to Proposers. Proposers must make themselves available to attend each meeting in-person and be prepared to discuss the relevant topic(s) of such meeting. Attendance by telephone or video-conference will not be permitted.

(b) The One-on-One Meetings will be conducted to discuss specific types of topics, which will be identified by the Authority prior to each meeting, including: (i) Proposers' questions and comments on this RFP submitted in accordance with Section 2.3, (ii) RTCs and (iii) ISoPs.

(c) All One-on-One Meetings are subject to the following rules:

(i) No decisions regarding this RFP will be made by the Authority in a One-on-One Meeting and no statement by the Authority at any One-on-One Meeting or included in a written record or summary of any such meeting will provide, or may be construed as, a waiver to or modify this ITP or any other part of this RFP and may not be relied on by any Proposer unless it is incorporated through an Addendum issued pursuant to Section 2.2.2.

(ii) Any statement made at a One-on-One Meeting by the Authority, or its representatives or advisors, may not and shall not be deemed or considered to be an indication of a preference, acceptance or a rejection by the Authority of anything said or done or any information presented by a Proposer. No part of the evaluation of Proposals will be based on the conduct or discussions that occur during a One-on-One Meeting.

(iii) Information presented by a Proposer during a One-on-One Meeting shall generally be treated as Non-Public Proposer Information by the Authority, subject to the Agreement on Terms of Discussion submitted by such Proposer or its Major Participants, as applicable. The Authority will not discuss with any Proposer any comments on this RFP, Proposal, design concept or RTC other than its own. However, notwithstanding the foregoing, the Authority reserves the right

to disclose to all Proposers any issues of general applicability raised during any One-on-One Meeting.

(iv) Proposers shall not seek to obtain commitments or information that is not similarly available to other Proposers from the Authority in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.

(v) Lobbyists, journalists and any other third-party that is not a member of a Proposer team or an advisor thereto shall be prohibited from attending or participating in any One-on-One Meeting. Governmental or other third-party observers shall also be prohibited from attending any One-on-One Meeting.

(d) Additional requirements (e.g., limitations on number of attendees and request to provide a list of attendees' names) and other information relating to specific One-on-One Meetings may be provided by the Authority prior to any such meeting.

2.5 Confidentiality and Security Protocols; Information Disclosure

2.5.1 *Confidentiality and Security Protocols*

(a) To protect its Protected Information, the Authority maintains a secure collaborative program website (the "**Collaboration Portal**") to store, share and distribute all documentation related to this RFP. For any information to be distributed to Proposers by the Authority or vice versa and/or deemed to be Protected Information, the Collaboration Portal will be the primary means of electronically distributing and sharing such information.

(b) Attached hereto as Exhibit J is the "Electronic Document and Information Protocols," which includes additional information regarding accessing documents in the Collaboration Portal and the handling of and restrictions related to Protected Information. Attached as Attachment 2 to Exhibit J is the "Protected Information Practices and Procedures" ("**PIPP**"). These documents require, among other things, (i) that each Proposer designate at least three (3) team members as Security Information Managers to be responsible for managing the identification, handling, receipt, tracking, care, storage, and destruction of all Protected Information in accordance with the PIPP and (ii) the execution and delivery by all Major Participants of a Proposer and certain other Persons of the Authority's Non-Disclosure Agreement (the "**NDA**") (in the form of Exhibit B to the PIPP).

(c) Proposers, in the preparation of Proposals, and, subsequently, the Developer performing work under the Project Documents, should be aware that background checks will be required of all individuals who will be accessing certain Protected Information or will be on-site at the Project. Background checks are performed through the Secure Worker Access Consortium (www.secureworker.com). The Authority requires all individuals for whom a security check is necessary to receive a high clearance level.

2.5.2 ***The Authority's Disclosure of Information in Proposal Documents; Freedom of Information Requests***

The Authority has adopted the Freedom of Information Policy and Procedure, located on the Authority's website at http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf (the "**Freedom of Information Policy and Procedure**"). Disclosure by the Authority of any information relating to this RFP, including information in a Proposal, ISoP or RTC and any Non-Public Proposer Information, whether pursuant to a request under any applicable law of the States of New York or New Jersey or otherwise, shall be subject to, and in accordance with, the Agreement on Terms of Discussion and the Freedom of Information Policy and Procedure.

2.5.3 ***Proposers' Disclosure and Disposal of RFP Documents***

(a) Any disclosure by a Proposer, any of its team members or any of its advisors and representatives, of this RFP or any information or documents relating to this RFP that constitute Protected Information, must be in accordance with, and shall be subject to, the requirements set forth in the PIPP and the NDA.

(b) All recipients of this RFP or any documents relating to this RFP, including Proposers and Prequalified Teams that do not submit a Proposal and their prospective subcontractors and suppliers who may receive all or a part of this RFP or such documents or copies thereof, shall make every effort to ensure the secure and appropriate disposal of any Protected Information in this RFP and such documents to prevent further disclosure of the information contained herein and therein in accordance with the procedures specified in the PIPP and NDA. Secure and appropriate disposal includes methods of document destruction such as shredding or arrangements with refuse handlers that ensure that third persons will not have access to the documents' contents before, during, or after disposal. Documents may also be returned for disposal purposes to the Contract Desk on the 3rd Floor, 3 Gateway Center, Newark New Jersey 07102 or the office of the Director of Procurement, The Port Authority of New York and New Jersey, 2 Montgomery Street, 3rd Floor, Jersey City, NJ 07302.

(c) Proposers may receive information that is not Protected Information or is classified as Confidential Information, and upon editing/revising such information, convert it to Confidential Information or Confidential Privileged Information. It is incumbent upon each Proposer to mark the edited/revised materials as "Confidential Information" or "Confidential Privileged Information", as applicable, in accordance with the PIPP.

3. REQUESTS TO CHANGE

3.1 RTC Procedures

The procedures described in this Section 3 are intended to:

(i) allow a Proposer to (x) request the Authority to revise this RFP in a manner that would make an alternative technical or financial concept that is not consistent

with the requirements of this RFP compliant with this RFP, if revised, and (y) provide supporting information to show how incorporation of such alternative concept would benefit the Authority and to otherwise justify such a revision (such request and supporting information, as submitted in accordance with this Section 3, an "**RTC**"); and

(ii) enable the Authority to (x) review on a confidential basis the potential risks and benefits posed by the requested revision and (y) determine whether or not to revise this RFP in a manner that would make the alternative concept consistent with the requirements of this RFP, as revised.

3.2 **Submittal of an RTC to the Authority**

Each Proposer may submit an RTC for review to the Authority, at any time on or before the deadline for submittal of RTCs identified in the RFP Schedule. Submittal requirements for RTCs are provided in Exhibit G. Also provided in Exhibit G, as guidance to Proposers and solely for illustrative purposes, is a categorization of the position that the Authority would adopt regarding certain concepts.

3.3 **The Authority's Response to an RTC Submittal**

Upon receipt of an RTC, the Authority will provide one or more of the following responses to the Proposer of such RTC, as determined in its sole discretion:

(a) *Rejection*: The Authority does not intend to revise this RFP based on the concepts proposed in such RTC.

(b) *No Objection*: The Authority will revise this RFP in a manner that would make a Proposal containing the concept described in the RTC responsive to the requirements of this RFP.

(c) *Additional Information*: The Authority needs further information in order to make a decision regarding the RTC. The Authority may request additional information regarding any RTC at any time in writing or through a One-on-One Meeting, and will respond to each Proposer regarding all properly submitted RTCs on or before the date for issue of the final conformed RFP as set forth in the RFP Schedule.

3.4 **Revisions to the RFP related to an RTC**

(a) If the Authority determines, in its sole discretion, that it has no objection to an alternative concept submitted through an RTC, it will revise the requirements in this RFP, through an Addendum issued to all Proposers, to permit such concept to be included by any Proposer in a responsive Proposal. Such revision may or may not exactly match the revision requested by a Proposer in its RTC submittal.

(b) When preparing a revision to this RFP in connection with an RTC, the Authority shall use Reasonable Efforts to avoid disclosing any information relating to the alternative concept identified by such Proposer as proprietary.

4. INTERIM SUBMITTALS OF PROPOSALS

4.1 Purpose of ISoPs

All Proposers shall make Interim Submittals of Proposal (each, an "**ISoP**") that will:

(i) allow Proposers to have flexibility in developing their proposed designs for the Replacement Bridge, while not compromising the Authority's requirements regarding the design of the Replacement Bridge, as set forth in the Visual Quality Requirements set forth in the Requirements and Provisions for Work, or other goals related to the appearance of the Replacement Bridge; and

(ii) enable the Authority to review, on a confidential basis, the Proposers' preliminary designs and, through One-on-One Meetings, to provide feedback on such designs and clarify any misinterpretations or ambiguities in this RFP relating to Project design concepts before the Proposers' final submission of their Technical Proposals.

4.2 Submittal of an ISoP to the Authority

Each Proposer must provide two (2) ISoPs to the Authority in accordance with the procedures and submittal requirements set forth in Exhibit H.

4.3 The Authority's Response to ISoPs

The Authority shall conduct One-on-One Meetings in accordance with, and subject to, the provisions of Section 2.4 with each Proposer to discuss such Proposer's ISoPs. The meetings shall be scheduled on mutually agreeable dates around the periods set forth in the RFP Schedule and on such other dates designated by the Authority in writing to Proposers. The Authority may provide comments on ISoPs during such confidential One-on-One Meetings; provided, however, no such comment or other statement by the Authority at any One-on-One Meeting regarding ISoPs may be construed as a waiver or modification to this ITP or any other part of the RFP or a directive regarding an ISoP and may not be relied on by any Proposer unless it is incorporated through an Addendum issued pursuant to Section 2.2.2.

5. GENERAL REQUIREMENTS FOR PROPOSAL SUBMITTAL AND ACCEPTANCE

5.1 General Submittal Requirements

Each Proposal shall include an Administrative Proposal, a Technical Proposal and a Financial Proposal that satisfy the requirements set forth in Exhibit D-1, Exhibit E-1 and Exhibit F-1, respectively. Proposers will submit their Administrative and Technical

Proposals together on or before the Administrative and Technical Proposals Due Date, to be followed by the Financial Proposal on or before the Financial Proposal Due Date. Each copy of such proposals as well as the parcel(s) or container(s) used for shipping must be conspicuously marked with the Proposer's name and address along with the title of this RFP, the RFP number set forth on the cover page hereof and the Administrative and Technical Proposals Due Date or the Financial Proposal Due Date, as applicable.

5.1.1 ***Signatures Required***

A Proposal Letter must be submitted by each Proposer as part of its Administrative Proposal. Such Proposal Letter shall be signed in blue ink by all Persons constituting the relevant Proposer and shall be accompanied by evidence of signatory authorization as specified in Form B.

5.1.2 ***Language and Currency***

(a) Proposals shall be entirely written in the English language. If any original documents required for a Proposal are in any other language, the relevant Proposer shall provide an English translation, certified to be a true and accurate by public notary, the provisions of which shall prevail over the original document in the event of any conflict with the original document.

(b) Any information quantified in currency shall be provided in Dollars.

5.1.3 ***Inclusion of Proposal in Project Agreement***

Proposers should note that information from the Successful Proposal will become incorporated into the Project Agreement as the Developer's Proposal Commitments and shall be binding obligations of the Developer thereunder, including the following:

(i) the Technical Proposal (with certain exceptions or modifications to be determined by the Authority);

(ii) the Financial Plan;

(iii) the Preliminary Financial Model;

(iv) the Price Proposal;

(v) the Schedule of Values; and

(vi) such other portions of the Successful Proposal deemed by the Authority to be relevant to the obligations of the Developer under the Project.

All other information required for submittal of Proposals is for evaluation purposes only and will not become part of the Project Agreement or any other Project Document.

5.1.4 ***Authority's Rights in Work Product***

(a) All Work Product documents, including Proposals, submitted by a Proposer in response to this RFP shall become the property of the Authority either (i) upon delivery thereof to the Authority or (ii) to the extent required by 23 CFR 636.113, upon payment therefor in accordance with Section 9.2, and will not be returned to such Proposer.

(b) In consideration of each Proposer being invited to submit a Proposal for review and evaluation by the Authority (and subject to such Proposer accepting Payment for Work Product pursuant to Section 9.2 where 23 CFR 636.113 applies to the RFP), each Proposer acknowledges and agrees that, following Successful Proposer Selection, if it is not the Successful Proposer:

(i) the Authority shall have, without any further action required by any Person, an unrestricted license to use all Work Product submitted by such Proposer in the performance of any of the Authority's functions, including incorporating such Work Product or concepts based thereon into the Project Documents or any subsequent procurement by the Authority; provided that, use of any Work Product by the Authority shall be at the sole risk and discretion of the Authority and shall in no way be deemed to confer liability on any unsuccessful Proposer;

(ii) the Authority shall have the right to disclose to the Successful Proposer the Work Product of each unsuccessful Proposer; provided that, use of any Work Product by the Successful Proposer shall be at the sole risk and discretion of the Successful Proposer and such disclosure shall in no way be deemed to confer any liability on any unsuccessful Proposer; and

(iii) use by any unsuccessful Proposer of the Work Product it developed in connection with this RFP or the Project is at the sole risk of such Proposer and does not confer any liability on the Authority.

5.2 **Requirements to Submit a Responsive Proposal**

(a) Tentative or contingent commitments will be deemed to not actually confer any commitment and will not be considered within the evaluation of a Proposal (unless such commitments are clarified to the satisfaction of the Authority at its request or the Authority waives any related requirement pursuant to Section 6.6). For example, phrases such as "we may" or "we are considering" will not be considered in the evaluation process since they do not indicate a firm commitment. The Proposal may not include any reservations, qualifications, conditions or assumptions or exceptions to or deviations from the requirements of this RFP, unless approved by the Authority in writing. If the Proposal does not fully comply with the instructions and rules contained in this ITP, including the Exhibits and Forms, it may be considered non-responsive.

(b) If a Proposal is deemed non-responsive, the Authority may disqualify the Proposal from further consideration, in its sole discretion. Such disqualification, alone, will not result in the forfeiture of a Proposer's Proposal Security but (subject to 23 CFR 636.113(b)) may, in the Authority's discretion, preclude a Proposer from being entitled to a Payment for

Work Product. Each Proposer, by submittal of its Proposal, shall be deemed to have agreed to the foregoing.

(c) Each Proposal must be submitted in the format which is specified by the Authority in this RFP.

(d) Each Proposer may only submit one (1) Proposal. Multiple or alternate Proposals may not be submitted.

(e) A Proposal may be considered non-responsive and may be disqualified from the RFP Process for any of the following reasons:

(i) failure to use sealed containers or to properly identify a Proposal or any portion thereof, which results in an inadvertent early opening of such Proposal;

(ii) the Proposal is submitted in hard copy or in an electronic format other than as specified by the Authority;

(iii) the Proposal Letter is not properly signed as required by Form B;

(iv) any part of the Proposal is missing from the Proposal package and/or it otherwise does not meet the Proposal submittal requirements of this Section 5;

(v) the Authority determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, or items not required by this RFP or unauthorized additions;

(vi) a Proposal includes (x) any conditions or provisions reserving a Proposer's right to accept or reject an award if it is selected as Successful Proposer or (y) any conditions to entering into the Project Agreement or any other Project Document;

(vii) a Proposer attempts to limit or modify the Proposal Security from the forms attached as Form I-1 and Form I-2, or the Proposal Security is not provided in accordance with Section 5.6 and Section 2(c) of Exhibit F-1;

(viii) any required information is not included within the Proposal; or

(ix) any other reason that the Proposal is non-responsive to any other instructions, requirements, terms or conditions of the RFP.

5.3 Content, Format and Organization

5.3.1 *Proposal Contents and Format*

(a) As used in this RFP, the term "**Proposal**" means a Proposer's response, in its entirety, to this RFP, including:

(i) such Proposer's response to the requirements set forth in Exhibit D-1, including properly completed Forms as described therein (collectively, the "**Administrative Proposal**");

(ii) such Proposer's response to the requirements set forth in Exhibit E-1, including all reports, drawings, plans and other documents as described therein (collectively, the "**Technical Proposal**"); and

(iii) such Proposer's response to the requirements set forth in Exhibit F-1, including properly completed Pro-Forma Tables and Forms as described therein (collectively, the "**Financial Proposal**").

(b) Each Proposal shall include each of the items listed, and copies of the checklists provided, in Exhibit C. Each Proposal component shall be clearly titled and identified. All blank spaces in Forms attached hereto must be filled in as appropriate. No substantive change shall be made to any Form attached hereto. Submittals must be bound with all pages in sequentially numbered binders.

(c) Each binder of the Proposal shall be labeled to indicate its contents and shall include tabs and dividers as appropriate to facilitate the Authority's review of its contents. The original Administrative, Technical and Financial Proposals shall be clearly identified as "ORIGINAL". Each copy of the Proposals also shall be sequentially numbered, labeled and bound, and labeled as a "COPY". More detailed submittal requirements, regarding the format and/or organization for each of the Administrative, Technical and Financial Proposals are set forth in Exhibit D-1, Exhibit E-1 and Exhibit F-1, respectively.

(d) Any electronic copy of a Proposal (or portion thereof) shall be in searchable Adobe (.pdf) format on one or more CDs or DVDs or on a USB flash drive; provided, however, that completed Forms in a Proposal may be submitted in either searchable Adobe (.pdf) or Word format.

(e) Each Proposal shall contain concise written material and drawings, enabling a clear understanding and evaluation of the capabilities of Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the each portion of a Proposal are essential, but especially with respect to the Technical and Financial Proposals.

5.3.2 ***Administrative Proposal***

Each Proposer shall deliver to the Authority: (a) one (1) unbound reproducible original hard copy (containing only original signatures) of its Administrative Proposal, (b) twelve (12) bound double-sided copies thereof, (c) twelve (12) electronic copies thereof, each on separate CDs, DVDs or USB flash drives and (d) one (1) electronic searchable PDF copy submitted through the Collaboration Portal. All of the documents comprising the Administrative Proposal, together with the electronic copies thereof, shall be packaged in one or more sealed containers labeled "[*Proposer Name*]: Administrative Proposal for The Port Authority Goethals Bridge Replacement Project."

5.3.3 ***Technical Proposal***

Each Proposer shall deliver to the Authority: (a) one (1) unbound reproducible original hard copy of its Technical Proposal, (b) twelve (12) bound double-sided copies thereof, (c) twelve (12) electronic copies thereof, each on separate CDs, DVDs or USB flash drives and (d) one (1) electronic searchable PDF copy submitted through the Collaboration Portal. All of the documents comprising the original copy of the Technical Proposal, together with the electronic copies thereof, shall be packaged in a single, sealed container labeled: "[*Proposer Name*]: Original Technical Proposal for the Port Authority Goethals Bridge Replacement Project." Each of the containers that include the required hard copy duplicates of the Technical Proposal shall be sealed and labeled: "[*Proposer Name*]: Copies of Technical Proposal for The Port Authority Goethals Bridge Replacement Project."

To the extent that the Technical Proposal contains any Confidential Privileged Information, such information shall be submitted under separate cover, in the same quantities as required above, and otherwise in accordance with the provisions applicable to such information set forth in this ITP, including, without limitation Exhibit J.

5.3.4 ***Financial Proposal***

Each Proposer shall deliver to the Authority: (a) one (1) unbound reproducible original hard copy of its Financial Proposal (other than the Price Proposal) and one (1) CD or DVD containing an electronic version of such Proposer's Preliminary Financial Model labeled as the "Preliminary Financial Model ORIGINAL", (b) twelve (12) bound double-sided copies thereof, including copies of the Proposal Security documents, (c) twelve (12) electronic copies thereof, each of which shall include an electronic copy of the Preliminary Financial Model, each on separate CDs, DVDs or USB flash drives, (d) an envelope containing the original(s) of the Proposal Security bond or letter(s) of credit, as applicable, satisfying the requirements set forth in Section 5.6.1 and (e) a separate envelope containing the Price Proposal. All of the documents comprising the Financial Proposal, excluding the separate envelopes containing the original(s) of the Proposal Security and the Price Proposal, together with the electronic copies thereof, shall be packaged in a single, sealed container labeled "[*Proposer Name*]: Financial Proposal for The Port Authority Goethals Bridge Replacement Project." The separate envelopes containing the original(s) of the Proposal Security bond or letter(s) of credit and the Price Proposal shall be sealed and delivered together with, but not inside, the sealed container containing the other Financial Proposal documents.

5.3.5 ***Conflict or Inconsistency in Copies of Proposals***

(a) If there is any conflict or inconsistency between the content of the original hard copy of a Proposal (or a portion thereof) and a copy (whether electronic or hard copy) of such Proposal, the original hard copy shall prevail over the copy and the Authority will evaluate such Proposal (or portion thereof) based on the original hard copy content.

(b) In the case of each Proposer's Preliminary Financial Model, if there is any conflict or inconsistency between the content of different electronic copies thereof, the electronic copy contained on the CD/DVD labeled as the "ORIGINAL" shall prevail over other electronic copies, and the Authority will evaluate the Preliminary Financial Model (or portion thereof) based on the content of such "ORIGINAL" CD/DVD.

5.4 Proposal Delivery – Due Dates and Location

(a) The completed Administrative and Technical Proposals shall be delivered in sealed containers with a PDF copy posted on the Collaboration Portal no later than 2:00 p.m. Eastern Standard Time on the Administrative and Technical Proposals Due Date, as specified in the RFP Schedule.

(b) The completed Financial Proposal shall be delivered in sealed containers no earlier than 2:00 p.m. Eastern Standard Time on the date two (2) Business Days prior to the Financial Proposal Due Date and no later than 2:00 p.m. Eastern Standard Time on the Financial Proposal Due Date, as specified in the RFP Schedule.

(c) Each Proposal is to be delivered to the Authority at the following address:

RFP Custodian
The Port Authority of New York and New Jersey
Procurement Department
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

(d) The outside cover of your submittal must include the RFP Number and title as indicated on the title page of this RFP, as well as the full name and address of the Proposer. The Authority assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for the Authority's actual receipt of a Proposal.

5.5 Modifications, Withdrawals and Late Submittals

5.5.1 *Modifications to a Proposal*

If a Proposer submits its Administrative, Technical or Financial Proposal prior to the applicable Proposal Due Date, such Proposer may modify its Administrative, Technical or Financial Proposal, in writing, prior to the specified time such portion of the Proposal is due on the relevant Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any, submitted by such Proposer. If multiple modifications are submitted, they shall be sequentially numbered so the Authority can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete Forms as described in Exhibit D-1, Exhibit E-1 and

Exhibit F-1, as applicable. Line item changes will not be accepted. No facsimile or other electronically transmitted modifications will be permitted.

5.5.2 ***Withdrawal of Proposals***

A Proposer may withdraw its Administrative, Technical or Financial Proposal at any time prior to the time due on the relevant Proposal Due Date by means of a written request signed by its Proposer Representative. Such written request shall be delivered to the Authority Representative. A withdrawal of a Proposal will not prejudice the right of a Proposer to file a new Administrative, Technical or Financial Proposal, provided that it is received before the time due on the relevant Proposal Due Date. No Administrative, Technical or Financial Proposal may be withdrawn on or after the time due on the relevant Proposal Due Date, and any attempt by a Proposer to do so will entitle the Authority to draw on its Proposal Security pursuant to Section 5.6.2(i).

5.5.3 ***Late Proposals***

The Authority may consider any late Proposals. Proposals, modifications and/or withdrawal requests received after the time due on the Administrative and Technical Proposals Due Date or the Financial Proposal Due Date, as applicable, may be rejected without consideration or evaluation.

5.6 **Proposal Security and Validity Period**

5.6.1 ***Proposal Security***

(a) As security for its commitment to enter into the Project Documents in accordance with its Proposal commitments if it becomes the Successful Proposer or the Developer, as the case may be, each Proposer shall submit a proposal security (the "**Proposal Security**") in the form of: (i) a surety bond substantially in the form attached hereto as Form I-1 (a "**Proposal Bond**") and/or (ii) an irrevocable standby letter(s) of credit substantially in the form attached hereto as Form I-2 (a "**Proposal Letter of Credit**"). Each Proposer may elect, in its own discretion, whether to provide its Proposal Security in the form of a Proposal Bond or a Proposal Letter of Credit.

(b) Each Proposer shall provide Proposal Security in an aggregate amount equal to $20,000,000. If a Proposer elects to submit a Proposal Letter of Credit as its Proposal Security, it may submit more than one (1) Proposal Letter of Credit, provided that the amount of all of its Proposal Letters of Credit will equal $20,000,000 in the aggregate.

(c) If a Proposer elects to provide a Proposal Bond, (i) the Proposal Bond must be issued by an Eligible Surety and (ii) the Proposer shall deliver, together with its Proposal Bond, evidence demonstrating that such surety is an Eligible Surety.

(d) If a Proposer elects to provide one (1) or more Proposal Letters of Credit, (i) each Proposal Letter of Credit must be issued by an Eligible LC Issuer and (ii) the Proposer shall deliver, together with its Proposal Letter(s) of Credit, evidence demonstrating that each issuer is an Eligible LC Issuer. At any time following a Proposer's submission of its

Proposal Letter(s) of Credit to the Authority, if any issuer thereof shall fail to be an Eligible LC Issuer, the Proposer shall promptly notify the Authority in writing of such change and, within 30 days of such notice, the Proposer shall deliver to the Authority a new Proposal Letter of Credit from a replacement Eligible LC Issuer. Upon the Authority's receipt of such replacement Proposal Letter of Credit, it shall promptly return the replaced letter of credit to the Proposer. For the avoidance of doubt, to the extent that the Authority draws on a Proposer's Proposal Security pursuant to Section 5.6.2(ii)(x) and (y) below, the Proposer may thereafter replace such drawn cash with a replacement Proposal Letter of Credit from an Eligible LC Issuer in compliance with this RFP.

(e) Each Proposer's Proposal Security shall be enclosed in an envelope labeled "[*Proposer Name*]: Proposal Security for the Port Authority Goethals Bridge Replacement Project" and delivered together with the other components of its Financial Proposal in accordance with Section 5.3.4.

(f) The Authority may elect not to accept any Proposal Security that is not substantially in the forms attached hereto as Form I-1 or Form I-2. If the Authority determines, in its sole discretion, that the Proposal Security submitted by a Proposer contains a material alteration to such Forms, such Proposer's Proposal may be deemed by the Authority to be non-responsive.

5.6.2 ***Forfeiture of Proposal Security***

Each Proposer understands and agrees that the Authority shall be entitled to draw on such Proposer's Proposal Security in its entirety if any of the following occur:

(i) such Proposer has submitted and not withdrawn its Proposal as of the relevant Proposal Due Date and withdraws, or attempts to withdraw, any part or all of its Proposal at any time during the Proposal Validity Period (as it may have been extended pursuant to Section 5.6.4(b)), unless such Proposer has been notified by the Authority (x) that no Project Agreement for the Project will be awarded by the Authority pursuant to this RFP to any Proposer, (y) that Commercial Close has occurred, or (z) the Authority has otherwise consented to such withdrawal;

(ii) such Proposer: (x) fails to notify the Authority of the ineligibility of an issuer of its Proposal Letter(s) of Credit or fails to deliver a replacement Proposal Letter of Credit, if applicable, in each case in accordance with Section 5.6.1(d); (y) fails to deliver replacement Proposal Security in accordance with Section 5.6.4(c) five (5) days prior to the expiration of the Proposal Security then in effect; or (z) the Authority determines that the Proposal Security submitted by such Proposer contains a material alteration from the form of the Proposal Security set forth in the Form I-1 or Form I-2, as applicable, for which the Authority has not provided its approval; or

(iii) such Proposer becomes the Successful Proposer and refuses or is unable to (w) finalize any Project Document because it demands terms or conditions in any document related to the Project that are inconsistent with this RFP (including the

form of the Project Agreement, as attached in Part II of this RFP) or its Proposal; (x) deliver each of the documents required by Section 8.1(c) within the time period set forth therein; (y) satisfy all conditions precedent to the occurrence of Commercial Close (excluding delivery of executed counterparts of the Project Documents by the Authority or any other condition required to be satisfied by the Authority) within the time period set forth in Section 8.1(d); or (z) honor any other applicable commitment made in its Proposal, in each case, in accordance with the requirements of this RFP.

5.6.3 ***Return of Proposal Security***

(a) The Authority will retain the Proposal Security for each unsuccessful Proposer until the earliest to occur of the following: (i) the Successful Proposer has achieved Commercial Close; (ii) the Authority has terminated this procurement and cancelled this RFP; and (iii) the expiry of such Proposer's Proposal Validity Period (as it may have been extended in accordance with this RFP). Following the occurrence of any of the foregoing events, the Authority will promptly return the Proposal Security of each unsuccessful Proposer, except any Proposal Security drawn by the Authority in accordance with the terms of this RFP.

(b) Subject to Section 5.6.2, the Proposal Security of the Successful Proposer shall be either returned upon the delivery of the Closing Security by the Developer at Commercial Close or, at the Successful Proposer's request, retained as part of the Developer's Closing Security in accordance with the terms of the Project Agreement; provided that the Authority may elect, in its sole discretion, to return any Proposer's Proposal Security at an earlier date.

5.6.4 ***Proposal Validity Period***

(a) Each Proposal shall be valid for a period of 150 days after the Financial Proposal Due Date (the "**Proposal Validity Period**").

(b) Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the Proposal Validity Period.

(c) Any Proposer that agrees to extend the validity of its Proposal beyond the Proposal Validity Period will, as a condition to the Authority's acceptance thereof, provide an amended or replacement Proposal Security covering the Proposal Validity Period, as extended.

5.7 **Proposers' Costs Not Reimbursable**

The cost of preparing a Proposal and any other costs incurred by a Proposer at any time during the RFP Process (including costs incurred in connection with One-on-One Meetings, RTCs, ISoPs and the Proposer's financing process) shall be borne solely by such Proposer. However, the Authority does intend to make a Payment for Work Product to the Successful Proposer in the circumstances contemplated by Section 9.2(b) and to

each unsuccessful Proposers in the circumstances contemplated by Section 9.2(c) and Section 9.2(d), as applicable.

6. PROPOSAL EVALUATION PROCESS

The Authority's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable legal requirements governing this procurement. The evaluation of Proposals will be conducted on a "pass"/"fail" basis and shall include the steps described in this Section 6 and a determination of the Adjusted Evaluation Price in accordance with Section 6.4; provided that, the evaluation and selection process, in whole or in part, is subject to modification by the Authority, in its sole discretion.

In order to determine whether a Proposal, as a whole, passes or fails, the Authority will evaluate the Administrative Proposal, the Technical Proposal and the Financial Proposal of each Proposal independently and determine whether such portion is "responsive" or "non-responsive" to the evaluation criteria provided therefor and, consequently, whether such portion passes or fails. Each portion of a Proposal must pass for the Proposal, as a whole, to pass the evaluation process.

6.1 Administrative Proposals Pass/Fail Evaluation Process

(a) The Authority will evaluate each Administrative Proposal upon receipt thereof. In order for an Administrative Proposal to be deemed responsive and pass this step of the evaluation process, it must:

(i) be complete and include all documents and information required by Exhibit D-1, in the format and organizational structure specified therein and in Section 5; and

(ii) satisfy each of the evaluation criteria in Exhibit D-2.

(b) If an Administrative Proposal is incomplete, or if it fails to satisfy any of the evaluation criteria in Exhibit D-2, then, subject to Section 6.6, such Administrative Proposal and the Proposal, as a whole, will be considered unresponsive and "fail" this step of the evaluation process and the Authority may disqualify its Proposer from the RFP Process.

6.2 Technical Proposals Pass/Fail Evaluation Process

(a) Concurrently with the evaluation of each Proposer's Administrative Proposal, the Authority will evaluate each Technical Proposal upon receipt thereof. In order for a Technical Proposal to be deemed responsive it must:

(i) be complete and include all documents and information required by Exhibit E-1, in the format and organizational structure specified therein and in Section 5; and

(ii) satisfy the evaluation criteria set forth in Exhibit E-2.

(b) If a Technical Proposal is incomplete, or if it fails to satisfy any of the evaluation criteria in Exhibit E-2, then, subject to Section 6.6, such Technical Proposal and the Proposal, as a whole, will be considered unresponsive and "fail" this step of the evaluation process and the Authority may disqualify its Proposer from the RFP Process.

(c) Proposers should note that the Authority retains the right to disqualify a Proposer, at any time during the RFP Process, if:

(i) ISoP submittal omitted, withheld or misrepresented critical information regarding the visual quality of a Proposer's evolving Conceptual Design, and the Authority was prevented, by the absence of this information, from clarifying any misinterpretations or ambiguities in this RFP which it would otherwise have been able to communicate; or

(ii) a Proposer presented information in its ISoP submittals that characterized the visual quality of the Replacement Bridge materially differently from that presented in its Conceptual Design and fails to provide a satisfactory rationale for such material changes within its Technical Proposal.

6.3 Financial Proposal Pass/Fail Evaluation Process

(a) Only after the completion of the evaluations of all Administrative Proposals and Technical Proposals, the Authority will open the sealed containers containing the Financial Proposals. The Authority will evaluate the Financial Proposals of only the Proposers who have submitted Administrative Proposals and Technical Proposals that have passed the pass/fail evaluation processes described in Sections 6.1 and 6.2 and Proposal Security that fully satisfies the requirements of Section 5.6.1. In order for a Financial Proposal to be deemed responsive and pass this step of the evaluation process, it must:

(i) be complete and include all documents and information required by Exhibit F-1, in the format and organizational structure specified therein and in Section 5; and

(ii) satisfy the evaluation criteria set forth in Exhibit F-2.

(b) If a Financial Proposal is incomplete, or if it fails to satisfy any of the evaluation criteria in Exhibit F-2, then, subject to Section 6.6, such Financial Proposal and the Proposal, as a whole, will be considered unresponsive and "fail" this step of the evaluation process and the Authority may disqualify its Proposer from the RFP Process.

6.4 Adjusted Evaluation Price Determination

(a) Following the pass/fail evaluation of Financial Proposals, the Authority will continue to review only those Financial Proposals that have passed the evaluation process described in Section 6.3. Based on the information in each such Financial Proposal, the Authority will determine the relevant Proposer's Adjusted Evaluation Price for the Project.

(b) The Adjusted Evaluation Price will be represented by a single numerical value that factors in all payments the Authority will have to make to the Developer over the Project Term. Each Proposal's Adjusted Evaluation Price will be calculated by the Authority as follows:

$$AEP = DF + 1.29\ (OM + CM),$$

where *AEP* is the Adjusted Evaluation Price for a Proposal, calculated as a function of:

(i) *OM* – the sum of the Monthly Operational Maintenance Payments for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars, as quoted in the Proposal's Price Proposal;

(ii) *CM* – the sum of the Monthly Capital Maintenance Payments for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars, as quoted in the Proposal's Price Proposal; and

(iii) *DF* – the annual DFA Payment for the first year of the Maintenance Period, stated in nominal Dollars, as quoted in the Proposal's Price Proposal.

For the avoidance of doubt, OM and CM as quoted in the Price Proposal and used to calculate the Adjusted Evaluation Price will represent the first full 12 months of the Maintenance Period (i.e. the values which will be used as BaseOM and BaseCM in Exhibit 8 of the Project Agreement).

6.5 Successful Proposer Selection

(a) The Authority will select one Proposal to be the Successful Proposal based on which Proposal has (i) passed all steps of the pass/fail evaluation process described in Sections 6.1 through 6.3 and (ii) achieved the lowest Adjusted Evaluation Price.

(b) Notwithstanding the results of any portion of the Proposal evaluation process, in order for any Proposer to be eligible to be the Successful Proposer, such Proposer's Proposal Security must be in full force and effect, on and as of the Successful Proposer Selection, in the full amount required under Section 5.6.1(b).

6.6 Other Evaluation Considerations

Prior to making the final "pass"/"fail" determination on any Administrative Proposal, Technical Proposal or Financial Proposal, the Authority, in its sole discretion, may waive mistakes, offer a Proposer the opportunity to clarify its Proposal or request revisions to all Proposals, in each case, in accordance with this Section 6.6. The provisions of this Section 6.6 are not intended to, and shall not, limit in any manner any of the rights reserved by the Authority under Section 11.1.

6.6.1 ***Rights to Exclude Proposals from Consideration or to Waive Mistakes***

(a) The Authority may exclude from further consideration any Proposal that is not responsive to the requirements of this RFP or that does not satisfy any evaluation criteria of any phase of the evaluation process. The Authority may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation.

(b) The Authority reserves the right, in its sole discretion, to waive defects, minor informalities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the Proposals.

6.6.2 ***Requests for Clarification***

(a) The Authority may, at any time during the Proposal evaluation, issue one (1) or more requests for clarification to one or more Proposers, requesting additional information or clarification from a Proposer, and may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such request within five (5) Business Days (or such other time specified by the Authority) from receipt of such request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of, the Authority. Upon receipt of any requested clarifications and additional information, the applicable Proposal(s) may be re-evaluated by the Authority to factor in such clarifications and additional information.

(b) If a Proposer submits a request to the Authority to approve any Administrative Organizational Change or any Financial Organizational Change pursuant to Section 1.8, at any time after the Administrative and Technical Proposals Due Date or the Financial Proposal Due Date, respectively, the Authority, in its sole discretion, may request additional relevant information from such Proposer for further evaluation.

(c) Any clarification and/or additional information submitted by a Proposer pursuant to this Section 6.6.2 shall become a part of such Proposer's Proposal.

6.6.3 ***Requests for Proposal Revisions***

(a) The Authority may, at any time during the RFP Process, determine that it is appropriate to request changes by all the Proposers to any portion of their respective Proposals ("**Proposal Revisions**"). If Proposal Revisions are requested, the Authority will follow the procedures for revised proposals described in 23 CFR Part 636 (but only to the extent 23 CFR Part 636 applies to such Proposal Revisions). The Authority may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to this RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term "Proposal," as used in this RFP, shall mean the original Proposal, as modified by the Proposal Revisions.

(b) Upon receipt of Proposal Revisions, the Authority will re-evaluate the Proposals, as revised, following the evaluation process described in this Section 6.

7. FINANCIAL PROPOSAL CONSIDERATIONS

7.1 Federal Financing

7.1.1 *Private Activity Bonds*

The Authority has received from USDOT a provisional allocation of Private Activity Bonds ("**PABs**") in the amount of $1.2 billion for the Project on behalf of all Proposers in case such financing may be needed by the Developer. The Authority makes no representation as to, nor guarantees the amount, if any, of PABs that can be issued for the Project or the use of proceeds to finance the Project as a matter of federal tax law. The Authority will not act as the issuer of PABs in connection with the Project. Each Proposer may use the New Jersey Economic Development Agency, the Empire State Development Corporation, the New York City Economic Development Corporation (Build NYC) or any other suitable entity that the Proposer may identify, to issue PABs in connection with the Project (each, a "**Conduit Issuer**"). Subject to Section 1.4.5, each Proposer will be responsible for negotiating and documenting the role of any Conduit Issuer in such Proposer's Financial Plan and such matters shall not be the responsibility of the Authority.

Exhibit O sets forth a general outline of the Authority's current understanding of the steps the Successful Proposer or Developer (as applicable) must complete in order to achieve a PABs closing. Each Proposer is, however, strongly encouraged to directly contact one or more Conduit Issuers for clarification of the process unique to each of them, including the specific steps and requirements of each Conduit Issuer and timing.

In the event that the Developer's Financial Plan incorporates PABs but excludes a TIFIA loan and other assistance available pursuant to TIFIA, the Developer will be required to comply with the federal requirements set forth in Section IV (*Davis Bacon and Related Act Provisions*) of Attachment 2 (*FHWA Form 1273*), Attachment 8 (*Compliance with Buy America Requirements*) and Attachment 9 (*Disavantaged Business Enterprises*) of Exhibit 17 (*Additional Federal Requirements*) of the Project Agreement. Please see Section 28.1 of the Project Agreement.

7.1.2 *TIFIA Credit Assistance*

(a) Federal credit assistance may be available for the Project through the Transportation Infrastructure Finance and Innovation Act, 23 U.S.C. §§ 601 *et seq.* ("**TIFIA**") program administered by USDOT. The Authority submitted a Letter of Interest for the Project on March 1, 2010 in response to the Notice of Funding Availability published in the Federal Register. On September 15, 2010, the Authority was notified by the FHWA that the Project was selected by the FHWA as one of four projects invited to apply for a TIFIA loan under federal fiscal year 2010. On March 16, 2012 the Authority submitted its application for a TIFIA loan to FHWA.

(b) The TIFIA JPO and the Authority have prepared the TIFIA loan term sheet attached hereto as Exhibit I (the "**Baseline TIFIA Term Sheet**"). The Authority makes no representations or warranties as to the commitment of the TIFIA JPO to provide a TIFIA

loan to the Developer or to do so on the terms and conditions reflected in the Baseline TIFIA Term Sheet. In the event that the proposed TIFIA loan is part of the Successful Proposer's Financial Plan, the Successful Proposer will have the responsibility to finalize a term sheet and loan documentation relating to the TIFIA loan directly with the TIFIA JPO and obtain the final approval from FHWA on the TIFIA loan.

(c) The Authority will be the sole channel of communication with the FHWA and its TIFIA JPO on the Project and the proposed TIFIA loan until Successful Proposer Selection. Following Successful Proposer Selection, the Successful Proposer shall communicate directly with the TIFIA JPO in its role as the borrower of the TIFIA loan. Accordingly, all Proposers are hereby prohibited from directly contacting the FHWA or its TIFIA JPO to discuss any aspect of the Project, the proposed TIFIA loan or the Baseline TIFIA Term Sheet until Successful Proposer Selection, unless otherwise directed or permitted by the Authority. Unless otherwise directed by the Authority, the Proposers shall submit any comments on the Baseline TIFIA Term Sheet or other aspects of the TIFIA loan application process only to the Authority in the form of questions in accordance with Section 2.3. The Authority, in its sole discretion, may raise such comments during the course of its interaction with the TIFIA JPO and introduce amendments to the Baseline TIFIA Term Sheet if accepted by the TIFIA JPO. The Authority and the TIFIA JPO may elect to convene meetings with the Proposers, in which case the Authority will notify the Proposers of the details of such meetings in writing. The rules applicable to One-on-One Meetings set forth in Section 2.4(c) will be applicable to any such meetings with the TIFIA JPO.

(d) Each Proposer that assumes availability of a TIFIA loan in its Financial Proposal, and all of the Lenders to such Proposer, must agree to the terms and conditions set forth in the Baseline TIFIA Term Sheet and shall evidence such agreement by it and its Lenders, in writing, in the submission of its Financial Proposal. Notwithstanding the foregoing, if the Successful Proposer or Developer, as applicable, negotiates any betterments in the final terms of its TIFIA loan over those set forth in the Baseline TIFIA Term Sheet, the impact of such betterments shall be shared with the Authority through an adjustment in the Base DFA Payment as represented by DFA_{calc}.

(e) If a Proposer assumes the use of a TIFIA loan in its Financial Proposal and is selected as the Successful Proposer, it will be expected to reimburse USDOT for all credit processing costs USDOT incurs in connection with the TIFIA loan for the Project, including its outside financial and legal consultants' fees and costs, to the extent not already paid by the Authority. The TIFIA JPO currently estimates that the aggregate amount of such costs for the period commencing at the start of the RFP Process and ending upon Financial Close will be approximately $600,000 (including the application fee of $30,000 payable to TIFIA and the cost of advisory services to TIFIA); provided that, this estimate assumes that there will not be extensive negotiations between the TIFIA JPO and the Successful Proposer or Developer (as applicable) during the period from Successful Proposer Selection to Financial Close.

(f) To the extent the Successful Proposer has assumed the use of TIFIA in its Financial Proposal, the Successful Proposer shall provide periodic notice to the Authority of the

progress of its efforts to negotiate and close the TIFIA loan, including any information relating to the potential that a TIFIA loan may be unavailable.

7.2 Interest Rate Risk Sharing and Final Price Components Determination

7.2.1 *Benchmark and Base Interest Rates*

(a) On the date fourteen (14) Business Days prior to the Financial Proposal Due Date (the "**Interest Rate Protection Start Date**"), the Authority will give written notice to the Proposers of the values of the Benchmark Interest Rates to be used in their Financial Proposals, including complete term structures in a format substantially similar to the template provided in Exhibit N and in accordance with Section 7.2.2(a)(iii).

(b) Each Proposer shall select, from among the Benchmark Interest Rates, the benchmark index, or in the case of multiple types of debt facilities, the set of indices (and associated weightings, if relevant), that best match the reference rate(s) of the debt facilities reflected in its Debt Term Sheets. Proposers shall submit their selected indices and Benchmark Interest Rate(s) to the Authority for approval to be (i) identified as the Base Interest Rates in its Financial Proposal and (ii) used by the Proposer to develop its Financial Plan, Preliminary Financial Model and Price Proposal.

(c) Proposers shall submit their selected indices and Benchmark Interest Rate(s) using Pro-Forma Table 3B(i) of Exhibit F-1 by 3pm Eastern Standard Time on the day thirteen (13) Business Days prior to the Financial Proposal Due Date. The Benchmark Interest Rate(s) to be included in the Financial Proposal must be approved by the Authority not later than 3pm Eastern Standard Time on the day eleven (11) Business Days prior to the Financial Proposal Due Date.

(d) The Authority may request clarification regarding the indices or maturities selected by a Proposer, and if the Authority reasonably determines that the indices and maturities related to the Base Interest Rates submitted by a Proposer pursuant to clause (c) above (after conferring with such Proposer) do not best match the terms of the Proposer's debt facilities, the Authority shall have the right to request a Proposer to select new indices and/ or maturities from the Benchmark Interest Rates and revise the Base Interest Rates accordingly for the purposes of determining adjustments to the Base DFA Payment pursuant to Section 7.2.2(a).

(e) In the event that the Authority has a clarification or issue regarding a Proposer's submittal, the Authority may extend the date by which it must approve the selected indices and Benchmark Interest Rate(s) and/ or indices while it addresses the clarification or issue with such Proposer and, assuming and following the resolution thereof, the approved Benchmark Interest Rate(s) and indices shall be included in the Proposal and the delay in approval shall not affect the Interest Rate Protection Start Date. Proposers may also provide Benchmark Interest Rates for alternate forms of financing.

7.2.2 *Interest Rate Fluctuation Risk and Credit Spread Protection*

(a) *Interest Rate Fluctuation Risk*

(i) In accordance with the provisions of this Section 7.2.2, including the limitations in Section 7.2.2(c), the Authority will assume interest rate fluctuation risk for the period between the Interest Rate Protection Start Date and:

(A) with respect to the Bank Debt Rate(s) applicable to any Bank Debt, the date of the earlier of Financial Close or the date at which Bank Debt is fully hedged by the Successful Proposer or Developer, as applicable, (such period to Financial Close or the date of hedging, the "**Bank Debt Rate Protection Period**");

(B) with respect to the Bond Rate(s) applicable to any Bonds, the Bond Pricing Date (such period to the Bond Pricing Date, the "**Bond Rate Protection Period**"); and

(C) with respect to the TIFIA Rate applicable to any TIFIA Debt, the TIFIA Rate Fixing Date (such period to the TIFIA Rate Fixing Date, the "**TIFIA Rate Protection Period**").

(ii) The Base DFA Payment will be adjusted (upward or downward) to reflect the financial impact of any change in Benchmark Interest Rates on:

(A) the Bank Debt Rate(s), with respect to any Bank Debt;

(B) the TIFIA Rate, with respect of any TIFIA Debt; and

(C) the Bond Rate(s), with respect to any Bonds (as further adjusted to reflect Credit Spread Fluctuation in accordance with Section 7.2.2(b))

over the duration of the Bank Debt Rate Protection Period, the TIFIA Rate Protection Period and/or the Bond Rate Protection Period, as applicable, so as to maintain the Base Case Equity IRR and debt to equity ratio at the same levels set forth in the Financial Plan submitted on the Financial Proposal Date and ensure each minimum debt service coverage ratio and other financial covenants and ratios reflected in the Proposer's Debt Term Sheets are not breached, provided that the amortization profile of the annual DFA Payments shall be retained (i.e., the aggregate amount of the DFA Payment payable annually, beginning with the first year of the Maintenance Period, will escalate at 1.5% annually). If any such Base DFA Payment adjustment is made, the DFA Satisfaction Amount shall be recalculated in accordance with the methodology set forth in the Proposer's Preliminary Financial Model, and the DFA Interest Rate shall, in turn, be determined accordingly.

(iii) The Benchmark Interest Rate(s) will be recorded by the Authority, or its designee, at 3:00 p.m. Eastern Standard Time on the Interest Rate Protection Start Date. The reading will be taken from the Bloomberg U.S.-based screen or another independently verifiable source, as appropriate. Readings will be sent to the Proposers immediately and the Proposers will have up to two (2) hours from receipt thereof to dispute each reading. If no objection is made within the two (2)

hours, the reading as taken by the Authority shall be used for the purpose of determining the interest rate adjustment to be made under Section 7.2.2(a)(ii), as applicable. In the event of a dispute, the parties shall work in good faith to resolve such dispute.

(iv) The Benchmark Interest Rate(s) will be recorded by the Successful Proposer or Developer at (A) the earlier of Financial Close or the time at which the Bank Debt (if applicable) is fully hedged by the Successful Proposer or Developer, as applicable (or such other time as is mutually agreed to by the parties) on the last day of each of the Bank Debt Rate Protection Period, and/or (B) the time at which the Bonds are priced on the Bond Pricing Date for the Bond Rate Protection Period, as applicable. The reading (supported by a screenshot or other evidence of closing interest rates as may be agreed between the parties) will be taken from the Bloomberg U.S.-based screen or another independently verifiable source acceptable to the Authority, as appropriate. Readings will be sent to the Authority immediately and the Authority will have up to two (2) hours from receipt thereof to dispute each reading. If no objection is made within the two (2) hours, the reading as taken by the Successful Proposer or Developer shall be used for the purpose of determining the interest rate adjustment to be made under Section 7.2.2(a)(ii), as applicable. In the event of a dispute, the parties shall work in good faith to resolve such dispute.

(v) The TIFIA Rate will be recorded by the Authority, or its designee, at 3:00 p.m. Eastern Standard Time on the Interest Rate Protection Start Date and by the Successful Developer or Proposer at 3:00 p.m. Eastern Standard Time (or such other time as is mutually agreed to by the parties) on the last day of the TIFIA Rate Protection Period. The reading (supported by a screenshot) will be taken from the TIFIA website (http://www.fhwa.dot.gov/ipd/tifia/). On the Interest Rate Protection Start Date, readings will be sent to the Proposers immediately and the Proposers will have up to two (2) hours from receipt thereof to dispute each reading. On the last day of the TIFIA Rate Protection Period, readings will be sent to the Authority immediately and the Authority will have up to two (2) hours from receipt thereof to dispute each reading. In each case, if no objection is made within the two (2) hours, the reading as taken shall be used for the purpose of determining the interest rate adjustment to be made under Section 7.2.2(a)(ii), as applicable. In the event of a dispute, the parties shall work in good faith to resolve such dispute.

(vi) With respect to Bank Debt and Bonds, fluctuations in the Benchmark Interest Rate(s) will only be taken into account pursuant to this Section 7.2.2(a) to the extent that the Funding Agreements provide for fixed rate debt instruments or floating rate debt instruments that require hedging (and then, with respect to floating rate debt instruments, only with respect to the percentage of the principal amount of such floating rate debt that is required to be hedged).

(b) ***Credit Spread Risk Sharing***

(i) For any Proposer that incorporates Bonds without a fully committed underwriting into its Financial Proposal, the Authority will share with the Successful Proposer Credit Spread Fluctuation risk with respect to the credit spreads applicable to the Bonds contemplated in the Proposer's Financial Proposal. The Credit Spread Fluctuation risk related to any Bonds required to be used by the Successful Proposer or Developer (as applicable) pursuant to Section 7.2.3(a)(y)(F) will be borne by the Authority.

(ii) In accordance with clause (iii) below, the Base DFA payment will be adjusted to offset the financial impact (positive or negative) to the Successful Proposer of Credit Spread Fluctuations over the Bond Rate Protection Period, such that the lowest possible DFA is achieved.

(iii) Credit Spread Fluctuation risk sharing will be implemented by calculating a revised Base DFA Payment ("**DFA_{final}**") as follows:

$DFA_{final} = DFA_{adj} + 85\% \times (DFA_{calc} - DFA_{adj})$;

provided that, notwithstanding the calculation above:

(a) in no event shall the Successful Proposer's exposure to Credit Spread Fluctuation risk exceed that which it would have borne from a total upward parallel shift of 75 basis points in credit spreads over the duration of the Bond Rate Protection Period (such amount being the "**Cap**"); and

(b) 100% of any total upward parallel shift in credit spreads in excess of the Cap shall be reflected in the calculation of $DFA_{final.}$

(iv) In order to be entitled to a Base DFA Payment increase adjustment to reflect any Credit Spread Fluctuations, each Proposer must submit to the Authority for approval, no later than 3pm Eastern Standard Time on the day nine (9) Business Days prior to the Financial Proposal Due Date, the credit spreads that the Proposer intends to use in its Financial Proposal. The Proposer may also provide credit spreads for one or more alternate assumed ratings, weighted average maturities or forms of financing, and must do so in order to be entitled to a credit spread adjustment under this ITP. Proposers shall use Pro-Forma Table 3B(i) of Exhibit F-1 and shall supplement the information in the table with any comparables and/or supporting data that the Proposer considers relevant in supporting the credit spreads proposed. No later than seven (7) Business Days prior to the Financial Proposal Due Date, the Authority will provide written approval to each Proposer of the credit spreads to be assumed in the Proposer's Financial Proposal.

(c) ***Change in Base DFA Amount Threshold***

If the fluctuations in the Bank Debt Rate(s), the TIFIA Rate or the Bond Rate(s) (including any Credit Spread Fluctuation) during, respectively, the Bank Debt Rate

Protection Period, the TIFIA Rate Protection Period and the Bond Rate Protection Period, collectively, would result in an upward adjustment to the Base DFA Payment, in accordance with Section 7.2.2(a) and (where applicable) 7.2.2(b), of more than 10% (or such higher amount as the Authority may, in its sole discretion, determine), then the provisions of Section 7.2.3 shall apply.

7.2.3 ***Mitigation of Key Financial Events***

(a) To the extent that:

(i) the Successful Proposer or Developer (as applicable): (x) included TIFIA Debt in its Financial Plan and a TIFIA Event occurs; (y) included PABs in its Financial Plan and a PABs Event occurs; or (z) in the reasonable opinion of the Authority (following consultation with the Successful Proposer or Developer (as applicable) either of the circumstances described in clauses (x) or (y) above is reasonably likely to occur; or

(ii) the provisions of Section 7.2.2(c) apply or, in the reasonable opinion of the Authority (following consultation with the Successful Proposer or Developer (as applicable)) are reasonably likely to apply,

the Authority may elect, in its sole discretion, by written notice to the Successful Proposer or Developer (as applicable), to:

(x) subject to Section 7.2.3(c) below, cancel this RFP pursuant to Section 11.1(iv) or terminate the Project Agreement (as relevant); or

(y) take one or more of the following actions, in consultation (or agreement, as noted below) with the Successful Proposer or Developer (as applicable):

(A) increase the Base DFA Payment in excess of 10%;

(B) change the amount or timing of any Milestone Payment;

(C) amend the rate of escalation of the Base DFA Payment referred to in Section 7.2.2(a)(ii);

(D) adjust the length of the Project Term;

(E) with the agreement of the Developer, lower the Construction Equity Ratio requirement;

(F) require the Successful Proposer to introduce alternative sources of debt and/or debt structures into its Financial Plan, in which case, the Authority may require the Successful Proposer or the Developer (as applicable) to use Reasonable Efforts to conduct a timely, transparent process to identify and arrange for the lowest-priced debt financing commercially available on terms reasonably satisfactory to the Successful Proposer or Developer

(as applicable), subject to the Authority's oversight and approval (such approval not to be unreasonably withheld or delayed); provided that, the Successful Proposer or the Developer (as applicable) shall be entitled to recoup from the Authority the reasonably incurred costs associated with such process; and/or

(G) take any other action(s) mutually agreed by the Authority and the Successful Proposer or Developer (as applicable), including those which may be proposed by the Successful Proposer or Developer (as applicable) to mitigate any material adverse change in the Successful Proposer's or Developer's (as applicable) overall risk profile with respect the Project.

(b) To the extent that the Authority elects, in consultation with (or in agreement with, as applicable) the Successful Proposer or Developer (as applicable), to take any action pursuant to Section 7.2.3(a)(y) above, then:

(i) the Project Agreement (or draft thereof, as applicable) and the Successful Proposer's Financial Proposal (as relevant) will be amended (in a manner agreed between the Authority and the Successful Proposer or Developer, as applicable) to reflect the relevant action;

(ii) if requested by the Successful Proposer or Developer (as applicable), the Authority will extend Financial Closing Deadline by such time as is reasonable given the action that the Authority elected to take; provided that the Successful Proposer or Developer, as applicable, extends the expiration date of Proposal Security or the Closing Security (as relevant) by the same period; and

(iii) the Successful Proposer or Developer (as applicable) will proceed in taking all actions required to achieve Financial Close in accordance with the requirements of Section 8.2 or the Project Agreement (as applicable).

(c) In the circumstances described in Section 7.2.3(a) above, the Authority will not exercise its right to cancel this RFP pursuant to Section 11.1(iv) or terminate the Project Agreement (as relevant) without first giving the Successful Proposer or Developer (as applicable) fifteen (15) Business Days notice. The Authority will not cancel this RFP or terminate the Project Agreement (as relevant) if, within ten (10) Business Days of receipt of such notice, the Successful Proposer or Developer (as applicable) confirms to the Authority that it is:

(i) willing to limit the relevant increase in the Base DFA Payment to 10% or less without any changes in Milestone Payments, Project Term or the rate of escalation of the Base DFA Payment, and

(ii) in the case the circumstances described in Section 7.2.3(a)(i) arise, prepared to conduct a timely, transparent process to identify and arrange for the lowest-priced debt financing commercially available on terms reasonably satisfactory to the Successful Proposer or Developer (as applicable), consistent with (a)(y)(F) above.

(d) The Successful Proposer or the Developer (as applicable) may withdraw its Proposal or terminate the Project Agreement (as applicable) without forfeiting its Proposal Security or Closing Security (as relevant), if any of the circumstances described in Section 7.2.3(a)(i) or (a)(ii) arise and:

(i) the Authority notifies the Successful Proposer or the Developer (as applicable) that it will not take any action pursuant to Section 7.2.3(a)(y);

(ii) the Authority takes action pursuant to Section 7.2.3(a)(y) but the effect of such action, after applying any credit spread sharing in accordance with Section 7.2.2(b), would be to reduce the Successful Proposer's Base Case Equity IRR by a greater amount than it would have been reduced as a result of the operation of Section 7.2.2(b), should the financial events described in Section 7.2.3(a)(i) have not occurred; or

(iii) the Authority does not, within twenty five (25) Business Days of receiving a written request from the Successful Proposer or the Developer (as applicable), notify the Successful Proposer or the Developer (as applicable) of its intent to take any action pursuant to Section 7.2.3(a)(y); provided that the Successful Proposer or the Developer (as applicable) shall not under such circumstances be required to consummate Commercial Close or Financial Close, as applicable, until such period shall have lapsed.

7.3 Insurance

The Developer shall be required to obtain insurance coverage for the Project that satisfies the insurance requirements set forth in Article 19 of the Project Agreement. As part of its Financial Proposal, each Proposer shall submit in accordance with Section 4.1.2(d) of Exhibit F-1 a reasonably detailed description of each insurance policy that it would obtain in order to comply with Article 19 of the Project Agreement. Such description shall include coverage limits, deductible amounts and anticipated premiums, on a coverage by coverage basis, and explanations for assumptions used in its Preliminary Financial Model regarding the anticipated premium amounts.

8. FINALIZATION OF PROJECT DOCUMENTS

8.1 Commercial Close

(a) If authorized by its Board of Commissioners, the Authority will proceed with the Successful Proposer to finalize the Project Documents. By submitting its Proposal, each Proposer commits to enter into the Project Agreement substantially in the form attached in Part II of this RFP, without any revisions except in respect of the following:

(i) minor changes, additions and modifications necessary to create a complete and legally binding agreement;

(ii) additions or modifications to reflect any action taken by the Authority pursuant to Section 7.2.3(a)(y);

(iii) additions or modifications to those provisions that require information regarding the Successful Proposer's corporate and financing structure or relationships with Key Contractors, provided that such additions or modifications are consistent with the terms of the form of Project Agreement in Part II of this RFP;

(iv) additions or modifications required in order to incorporate terms or concepts provided in the Successful Proposal that have been approved or required by the Authority for inclusion in the Project Agreement; and

(v) additions or modifications required to complete the schedules, exhibits, appendices or forms, as applicable, in the Project Agreement.

(b) If the Successful Proposer assumes a TIFIA loan in its Financial Plan, finalization of the Project Documents will also be subject to review by FHWA; provided that any changes thereto requested by FHWA will be subject to approval by the Successful Proposer and the Authority, which approval shall not be unreasonably conditioned, delayed or withheld by the Successful Proposer or the Authority.

(c) Not later than 45 days following delivery by the Authority to the Successful Proposer of notice of the Successful Proposer Selection, the Successful Proposer shall be required to deliver a final draft copy of the Closing Security to the Authority for review (together with such information as the Authority may reasonably request in connection with such Closing Security submitted to the Authority for review). The Authority shall provide any comments it may have, or notify the Successful Proposer that it does not have any comments, to the draft Closing Security not later than 15 days prior to the scheduled date of Commercial Close, which comments shall be based on whether the terms and provisions thereof comply with the requirements of this ITP, the Project Documents and the Successful Proposer's Proposal. If the Authority provides any material comments to such Closing Security such 15 day deadline, the Successful Proposer may extend the date of Commercial Close to the date 15 days following its receipt of the Authority's comments.

(d) If the Successful Proposer cannot achieve Commercial Close (excluding delivery of executed counterparts of the Project Documents by the Authority) within 75 days, or fails to achieve Commercial Close due to the actions or failure to act of the Authority within 75 days (as extended in accordance with Section 8.1(c) above, as applicable) after delivery by the Authority to the Successful Proposer of notice of the Successful Proposer Selection, the Authority may revoke its selection of the Successful Proposer and may take any other action described in Sections 5.6.2 and 9.1.

(e) If any Project Document cannot be finalized within the 75-day period noted in Section 8.1(d) (as extended in accordance with Section 8.1(c) above, as applicable) above because the Successful Proposer demands terms or conditions in any such documents that are inconsistent with this RFP (including the form of the Project Agreement, as attached in Part II of this RFP), or its Proposal, the Authority shall be entitled to draw on the Successful Proposer's Proposal Security as set forth in Section 5.6.2(iii). Notwithstanding the foregoing, the Authority may agree to negotiate certain terms of the

Project Agreement with the Successful Proposer, including incorporation of an unsuccessful Proposers' Work Product; provided, any decision as to whether and/or when to commence such negotiations is at the Authority's sole discretion.

8.2 **Financial Close**

Unless the Project Agreement otherwise provides, subject to Commercial Close having occurred:

(a) The Successful Proposer will use commercially Reasonable Efforts to achieve Financial Close within 180 days of delivery by the Authority to the Successful Proposer of notice of the Successful Proposer Selection.

(b) Not later than 25 days prior to the scheduled date of Financial Close, the Successful Proposer must deliver to the Authority substantially final draft copies of all documents required to be delivered pursuant to Section 2.4.1 of the Project Agreement. The Authority shall provide any comments it may have, or notify the Successful Proposer that it does not have any comments not later than 15 days prior to the scheduled date of Financial Close, which comments shall be based on whether the terms and provisions of such documents comply with the requirements of this ITP, the Project Documents and the Successful Proposer's Proposal. If the Authority provides any material comments to such documents after such 15 day deadline, the Successful Proposer may extend the date of Financial Close to the date 15 days following its receipt of the Authority's comments.

9. WITHDRAWAL AND PAYMENT FOR WORK PRODUCT

9.1 Withdrawal of Successful Proposer Status

Pursuant to Sections 8.1(d) and 11.1, the Authority may formally end negotiations with the Proposer selected as the Successful Proposer and revoke its status as Successful Proposer. In such case, the Authority reserves the right, and shall be entitled, to do any of the following: (a) reject all Proposals; (b) issue a request for Proposal Revisions to all Proposers; or (c) proceed with the Proposal that had passed all steps of the evaluation process described in Sections 6.1 through 6.3 and achieved the next lowest Adjusted Evaluation Price to finalize or attempt to negotiate a Project Agreement with its Proposer, in which case such Proposer shall become the Successful Proposer.

9.2 Payment for Work Product

(a) Unsuccessful Proposers shall be entitled to receive payment from the Authority for the Work Product submitted in their respective Proposals (the "**Payment for Work Product**") on the terms and conditions described in this Section 9.2. No Proposer shall be entitled to reimbursement for any of its costs in connection with this RFP except as specified in this Section 9.2. The Payment for Work Product in respect of any unsuccessful Proposer's Work Product is not intended to be compensation, full or partial, to such Proposer for the cost of preparing a Proposal.

(b) The Successful Proposer or Developer (as applicable) shall be entitled to receive a Payment for Work Product of $2,000,000 if (i) the Successful Proposer or Developer (as applicable) withdraws pursuant to Section 7.2.3(d) or 9.1 or (ii) the Authority cancels this procurement following Successful Proposer Selection; provided that, in no event shall a Proposer selected to be the Successful Proposer be entitled to receive a Payment for Work Product in excess of $100,000 if it ultimately fails to become the Developer because it failed to finalize the Project Documents or otherwise to achieve Commercial Close, in each case as required by Section 8.1.

(c) Each Proposer that submitted a Proposal that was fully compliant with and responsive to the requirements of this RFP (i.e., each of the Administrative Proposal, Technical Proposal and Financial Proposal passed the pass/fail evaluation process) but was not selected to be the Successful Proposer shall be entitled to receive a Payment for Work Product in the amount of $1,000,000.

(d) If the Authority determines in its sole discretion that a Payment for Work Product is necessary under 23 CFR 636.113 in order to give effect to Section 5.1.4, then any Proposer that submitted a Proposal that was not fully compliant with and responsive to the requirements of this RFP shall be entitled to receive a Payment for Work Product in an amount that is not less than $100,000 and not more than $1,000,000, with the exact amount of such Payment for Work Product to be determined by the Authority in its sole discretion.

(e) All Proposers eligible to receive a Payment for Work Product must submit a reasonably detailed invoice for such payment to the Authority in order to receive such payment. The invoice may be submitted: (i) not earlier than 30 days after notice of Financial Close is posted on the Authority website but not later than 60 days thereafter or (ii) if Financial Close does not occur, not before the earlier of (x) 30 days after cancellation of the procurement and (y) expiration of the Proposal Validity Period (as such period may be extended by mutual agreement of the selected Successful Proposer and the Authority) but not later than 60 days after such cancellation or expiration, as applicable. The Authority will deliver the Payment for Work Product within 90 days of its receipt of an invoice therefor to the relevant unsuccessful Proposer. Promptly after cancellation of the procurement or the expiration of the Proposal Validity Period, as the case may be, the Authority will promptly upload notice thereof to the Collaboration Portal.

(f) Each Proposer agrees that its submission of an invoice for a Payment for Work Product shall constitute a release of any claims, disputes, or protests in respect of the RFP or the RFP Process. The Authority retains the right to unilaterally deduct from such Payment for Work Product any costs incurred by the Authority that may arise from a claim, dispute or denied protest in respect of the RFP or the RFP Process.

(g) Each Proposer acknowledges and agrees that it has the right to refuse the Payment for Work Product; provided that, unless 23 CFR 636.113 applies to the RFP, the Proposer's refusal of such payment shall not prevent the Authority from disclosing the Proposer's Proposal to the Successful Proposer, the Proposal's use by the Authority as described in Section 5.1.4 or otherwise limit the Authority's rights to such Proposer's Work Product

in any way. Failure to deliver the invoice within the time period specified herein shall be deemed a rejection of the Payment for Work Product.

10. **PROTEST PROCEDURES**

(a) Subject to Section 9.2(e), any Proposer that submits a Proposal may protest the Successful Proposer Selection by submitting by certified mail or by hand delivery such protest setting forth the basis thereof in writing to the Director of Procurement not later than ten (10) days after notice of the Successful Proposer Selection or Commercial Close on the Authority's website or actual knowledge by the protester that a Proposer other than the protester has been selected as the Successful Proposer, whichever occurs first, addressed as follows:

Director of Procurement
The Port Authority of New York and New Jersey
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

(b) The written protest must be received in the Procurement Department's office not later than 5:00 p.m. Eastern Standard Time on the tenth (10th) day as set forth above. In the event the tenth (10th) day falls on a day that is not a Business Day, the ten-day period expires at 5:00 p.m. Eastern Standard Time on the next regular Business Day.

(c) The protest should contain, at a minimum, the following information:

(i) name and address of the protester, including telephone and facsimile numbers and an e-mail address;

(ii) the title and number of this RFP;

(iii) the contract title and number, if available;

(iv) a statement concerning the protester's interest in the award or non-award of the contract;

(v) a detailed statement of the basis for the protest including any supportive documents and information; and

(vi) the relief requested and the reason therefor.

(d) The Director of Procurement shall, within three (3) Business Days of receipt of the protest, appoint a Protest Officer who will be a Manager or other employee in the Procurement Department with the requisite procurement knowledge, as designated by the Director. The Protest Officer shall review the protest and supportive documents and issue a written decision within five (5) Business Days of the appointment, when feasible. The Protest Officer may take any action or make any request he or she deems necessary in order to investigate the protest, including extending the time to issue a decision in order to obtain all evidence and other pertinent information.

(e) The protester will be provided a copy of the written decision. This decision will be final unless within three (3) Business Days of receipt of the written decision, the protester appeals to the Director of Procurement of the Authority or her/his designee. The appeal shall be in writing, sent by facsimile and certified mail, or by hand-delivery to the Director of Procurement, to the address listed above.

(f) No evidence or information may be introduced or relied upon in the appeal that has not been presented to the Protest Officer. The Director of Procurement will review the appeal and supporting documents and the decision of the Protest Officer and issue a written decision within five (5) Business Days of receipt, if feasible. The Director may take any action or make any requests he or she deems necessary including extending the time to issue a decision in order to render a decision on the appeal.

(g) The decision of the Director of Procurement or her/his designee shall be conclusive and final. Any appeal of a decision of the Director of Procurement is subject to the applicable standards of judicial review and nothing in this ITP constitutes an agreement by the Authority to modify the applicable standards for the benefit of the Proposer or otherwise.

11. RESERVED RIGHTS

11.1 The Authority Rights

The Authority may investigate the information in any Proposal under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform the Developer's obligations under the Project Documents. The Authority reserves the right, in its sole discretion and without incurring any cost, obligations or liabilities, to do any of the following at any time during the RFP Process:

(i) develop the Project in any manner that it, in its sole discretion, deems necessary;

(ii) reject any and all RTCs, ISoPs, Proposals or other submittals at any time;

(iii) modify any dates set or projected in this RFP, including the RFP Schedule;

(iv) cancel, modify or withdraw this RFP, in whole or in part;

(v) issue Addenda, supplements and modifications to this RFP;

(vi) terminate this procurement and commence a new procurement for part or all of the Project;

(vii) terminate evaluations of Proposals received at any time, in its sole discretion;

(viii) suspend, discontinue or terminate negotiations on the Project Documents at any time; elect not to commence negotiations on the Project Documents with any responding Proposer; and engage in negotiations with a Proposer other than the Successful Proposer;

(ix) modify the RFP Process (with appropriate notice to Proposers);

(x) disqualify a Proposer in the event that a conflict of interest arises, that cannot be resolved to the satisfaction of the Authority;

(xi) require confirmation of information furnished by a Proposer, require additional information or clarification from a Proposer concerning its Proposal;

(xii) (x) waive deficiencies, informalities or other irregularities in Proposals, (y) accept and review a non conforming Proposal or seek clarifications or modifications to a Proposal, or (z) permit corrections to data submitted with any response to this RFP, in each case, until such time as the Authority declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;

(xiii) request and permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by the Authority until such time as the Authority declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;

(xiv) seek or obtain data from any source that has the potential to improve the understanding and evaluation of the Proposals;

(xv) appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation; and

(xvi) exercise any other right reserved or afforded to the Authority under this RFP and applicable law.

11.2 **Authority Disclaimers**

(a) This RFP does not commit the Authority to enter into any Project Document. Except as expressly set forth in Section 9.2, the Authority assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by Proposers considering a response to and/or responding to this RFP or make any payments in respect thereof. Except as set forth in Sections 7.2.3(a)(y)(F) and 9.2, all of such costs shall be borne solely by each Proposer.

(b) In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Project Agreement, in form and substance satisfactory to the Authority, has been authorized and executed by the Authority and only to the extent set forth therein and the other Project Documents, if any.

(c) In addition, neither the Commissioners of the Authority, nor any of them, nor any officer, agent or employee thereof shall be charged personally with any liability by a Proposer or another or held liable to a Proposer or another under any term or provision of this RFP or any statements made herein or because of the submission or attempted submission of a

proposal or other response hereto or otherwise. Each Proposer by submitting a Proposal in response to this RFP expressly waives any right it may have to bring a claim against any Commissioner for any such liability.

(d) In submitting a Proposal in response to this RFP, each Proposer is specifically acknowledging these disclaimers.

Exhibit A
Definitions

1. DEFINITIONS

This Exhibit A provides the definitions of capitalized terms that appear in this ITP. Cross references in this Exhibit A are to Sections of this ITP (excluding the Exhibits and Forms) or Sections of the Exhibits or Forms to this ITP, as applicable, unless otherwise specified.

As used in this ITP and unless otherwise indicated or unless the context otherwise requires, the following terms shall have the following meanings:

"**Addendum**" means any document issued by the Authority in connection with this RFP, after the date of the issuance of the initial version of this RFP, reflecting any modification, supplement, amendment or other revision to this RFP and/or the RFP Process.

"**Adjusted Evaluation Price**" means, with respect to any Proposal, the numerical value derived pursuant to the calculation set forth in Section 6.4(b) of this ITP.

"**Administrative Organizational Change**" has the meaning set forth in Section 1.8(b) of this ITP.

"**Administrative and Technical Proposals Due Date**" has the meaning set forth in Section 2.1(c) of this ITP.

"**Administrative Proposal**" has the meaning set forth in Section 5.3.1(a)(i) of this ITP.

"**Agreement on Terms of Discussion**" means the agreement that must be executed and delivered by each Proposer or each Major Participant of a Proposer, as applicable, in the form attached as Form A to this ITP, in accordance with Section 1.4.1 of this ITP.

"**Assumptions and Instructions Book**" means the data book Proposers must submit with their Preliminary Financial Model that contains the information required by Section 5.2 of Exhibit F-1 to this ITP.

"**Authority**" or "**Port Authority**" has the meaning set forth in Section 1.1(a) of this ITP, and each reference to the Authority or Port Authority shall be deemed include the Authority's authorized agents and representatives, including the Authority Representative.

"**Authority Obtained Governmental Approvals**" has the meaning set forth for such term in the Project Agreement.

"**Authority Payments**" means, collectively, the following payments to be made by the Authority to the Developer in accordance with the applicable Project Documents: (a) Monthly Operational Maintenance Payments, (b) Monthly Capital Maintenance Payments, (c) DFA Payments, and (d) the Milestone Payments.

"**Authority Representative**" has the meaning set forth in Section 1.4.2 of this ITP.

"**Bank Debt**" means bank debt financing underlying a Proposer's Financial Plan that is not TIFIA Debt or Bonds.

"**Bank Debt Rate**" means the Benchmark Interest Rate(s) selected by the Successful Proposer pursuant to Section 7.2.1(b) in respect of any Bank Debt.

"**Base Case Equity IRR**" means the Base Case Equity IRR set forth in Pro-Forma Table 3A (Financial Plan Overview) of Exhibit F-1 that is part of the Proposer's Preliminary Financial Plan.

"**Base DFA Payment**" means the annual DFA Payment for the first year of the Maintenance Period as reflected in the Successful Proposer's Financial Proposal on the Financial Proposal Date.

"**Base Interest Rate**" means the interest rate set forth in Pro-Forma Table 3B(i) (Debt Financing Data) of Exhibit F-1 that is part of the Proposer's Preliminary Financial Plan.

"**Baseline TIFIA Term Sheet**" has the meaning set forth in Section 7.1.2(b) of this ITP.

"**Benchmark Interest Rate**" means the publicly-documented interest rates of each maturity included in the following indices:

(a) the LIBOR swap spot curve as provided by Bloomberg;

(b) the LIBOR swap forward curves, as provided by Bloomberg;

(c) the U.S. Spot Treasury Yield Curve;

(d) the Municipal Market Data (MMD) Benchmark, supplied by Thomson Reuters;

(e) the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index (formerly known as the Bond Market Association (BMA) Municipal Swap Index); and

(f) the State and Local Government Series (SLGS) index, provided by the US Treasury.

The Benchmark Interest Rates do not include any additional credit spread, margin or fee components.

"**Bond Pricing Date**" means, with respect to any Bonds included in a Proposer's Financial Plan, the earlier of the signing of the bond purchase agreement or the final agreement of terms between the Proposer and the bond purchaser.

"**Bond Rate**" means the Benchmark Interest Rate(s) selected by the Successful Proposer pursuant to Section 7.2.1(b) in respect of any Bonds.

"**Bonds**" means any (a) tax-exempt bond issued by a Conduit Issuer, the proceeds of which bond are used for a defined, tax-qualified purpose by a private entity (other than the government entity issuing the bonds), acting as the conduit borrower or (b) taxable bond.

"**Bridge Check Engineer**" has the meaning set forth in the Project Agreement.

"**Business Day**" means any day that is not a Saturday, Sunday or other day on which (a) the Authority is officially closed for business, (b) banks located in New York City are required or authorized by law or executive order to close or (c) the New York Stock Exchange is closed.

"**Capital Expenditure**" means any design or construction cost of performing the D&C Work during the Construction Period, as identified in a Proposer's or the Developer's, as applicable, Preliminary Financial Model.

"**Capital Maintenance**" or "**CM**" means Renewal Work.

"**Capital Maintenance Expenditure**" means any cost of performing Renewal Work, as identified in a Proposer's or the Developer's, as applicable, Preliminary Financial Model.

"**Closing Security**" has the meaning set forth for such term in the Project Agreement.

"**Collaboration Portal**" has the meaning set forth in Section 2.5.1(a) of this ITP.

"**Commercial Close**" means the Commercial Closing Date (as defined in the Project Agreement).

"**Committed Equity Investment**" has the meaning set forth for such term in the Project Agreement.

"**Completion Deadlines**" means, as applicable, the D&C Work Completion Deadline, Original D&C Work Completion Deadline, and Original Substantial Completion Deadline, each as defined in the Project Agreement.

"**Conceptual Design**" means the conceptual design shown in a Proposer's Conceptual Design Proposal.

"**Conceptual Design Proposal**" means the drawings depicting the layout of the Project consistent with the Project Documents prepared by a Proposer and submitted with its Proposal.

"**Conduit Issuer**" has the meaning set forth in Section 7.1.1 of this ITP.

"**Confidential Information**" has the meaning set forth for such term in the PIPP.

"**Confidential Privileged Information**" has the meaning set forth for such term in the PIPP.

"**Construction Equity Ratio**" has the meaning set forth for such term in the Project Agreement.

"**Construction Period**" has the meaning set forth for such term in the Project Agreement.

"**Construction Period Operational Maintenance Expenditure,**" with respect to any Proposal, is the "Construction Period Operational Maintenance Expenditure" set forth in the Preliminary Financial Model of such Proposal.

"**Construction Work**" has the meaning set forth for such term in the Project Agreement.

"**CPI**" has the meaning set forth for such term in the Project Agreement.

"**Credit Spread Fluctuation**" means the change in credit spread pricing between the Financial Proposal Due Date and the Bond Pricing Date for any Bonds included in the Financial Proposal.

"**Critical Path**" has the meaning set forth for such term in the Project Agreement.

"**Critical Path Method**" means a mathematical approach to calculating when a project may finish using a "forward" and "backward" path to reveal which activities are on the Critical Path.

"**D&C Contract**" has the meaning set forth for such term in the Project Agreement.

"**D&C Contract Amount**" has the meaning set forth for such term in the Project Agreement.

"**D&C Work**" has the meaning set forth for such term in the Project Agreement.

"**DBE**" has the meaning set forth in Section 1.13 of this ITP.

"**DBE Program**" means the Authority's Disadvantaged Business Enterprise Program adopted pursuant to 49 CFR Part 26.

"**Debt Commitment Letter**" has the meaning set forth in Section 4.5 of Exhibit F-1 to this ITP.

"**Debt Term Sheet**" has the meaning set forth in Section 4.3 of Exhibit F-1 to this ITP.

"**Deferred Equity Amounts**" has the meaning set forth for such term in the Project Agreement.

"**Deferred Equity LC**" means any irrevocable on-demand letter of credit issued by or for the account of an Equity Member used to support its commitment to provide a Deferred Equity Amount.

"**Demolition Work**" has the meaning set forth for such term in the Project Agreement.

"**Design Work**" has the meaning set forth for such term in the Project Agreement.

"**Developer**" has the meaning set forth in Section 1.2(c) of this ITP.

"**Developer's Maintenance and Control Facility**" has the meaning set forth for such term in the Project Agreement.

"Developer's Operational Services" has the meaning set forth for such term in the Project Agreement.

"**Developer's Proposal Commitments**" has the meaning set forth for such term in the Project Agreement.

"**DFA_{adj}**" means the Base DFA Payment as adjusted to reflect interest rate movements in accordance with Section 7.2.2(a), but not adjusted for credit spreads.

"**DFA_{calc}**" means the recalculated Base DFA Payment produced by resolving the solved financial model which resulted in DFA_{adj} to reflect (a) any betterment gained by the Successful Proposer or Developer (as applicable) in the terms of its TIFIA loan over those set forth in the Baseline TIFIA Term Sheet as evidenced by a quantifiable change in the TIFIA terms in the Preliminary Financial Model and (b) all changes in credit spreads over the duration of the Bond Rate Protection Period, as applicable, in each case, so as to maintain the Base Case Equity IRR and ensure each minimum debt service coverage ratio covenant reflected in a Proposer's Funding Agreements is not breached and that the Construction Equity Ratio is maintained at the same level set forth in the Financial Plan submitted in the Financial Proposal.

"**DFA_{final}**" means the Base DFA Payment as adjusted for Interest Rate Fluctuation Risk and Credit Spread Fluctuation Risk, as calculated in accordance with Section 7.2.2(b)(ii), which shall be reflected in the Project Agreement to be executed by the parties.

"**DFA Interest Rate**" has the meaning set forth for such term in the Project Agreement.

"**DFA Payment**" has the meaning set forth for such term in the Project Agreement.

"**DFA Satisfaction Amount**" has the meaning set forth for such term in the Project Agreement.

"**Dollars**" and "**$**" means the lawful money of the United States of America.

"**Eligible LC Issuer**" means a financial institution that has (a) long term unsecured debt ratings of at least the following, from at least two (2) of the Major Rating Agencies: (i) A by Standard & Poor's Ratings Services; (ii) A2 by Moody's Investor Service, Inc.; or (iii) A by Fitch Ratings and (b) an office in New York, New York at which a letter of credit issued by it can be presented for payment.

"**Eligible Surety**" means a surety company rated in the top two (2) categories by two (2) nationally recognized rating agencies or at least A- VII or better according to A.M. Best's Financial Strength Rating and Financial Size.

"**Engineer of Record**" has the meaning set forth for such term in the Project Agreement.

"**Environmental Commitments**" has the meaning set forth for such term in the Project Agreement.

"**Equity Investment**" has the meaning set forth for such term in the Project Agreement.

"**Equity Member**" means any member of a Proposer team that will make Equity Investments to the Developer as part of the Financial Plan for the Project, provided that (a) such member has been identified as an "Equity Member" in the SOQ submitted by such Proposer or (b) if such

member was not identified as an "Equity Member" in such Proposer's SOQ, such member has been approved by the Authority, in accordance with Section 1.8 of this ITP, as an additional Equity Member or substitute Equity Member.

"**Equity Member Debt**" has the meaning set forth for such term in the Project Agreement.

"**Existing Bridge**" has the meaning set forth in Section 1.1(d) of this ITP.

"**FHWA**" has the meaning set forth in Section 1.6 of this ITP.

"**Final Acceptance**" has the meaning set forth for such term in the Project Agreement.

"**Financial Close**" means the Financial Closing Date (as defined in the Project Agreement).

"**Financial Closing Deadline**" has the meaning set forth for such term in the Project Agreement.

"**Financial Plan**" means, collectively, the information that Proposers must provide pursuant to Section 2(b) of Exhibit F-1 to this ITP.

"**Financial Organizational Change**" has the meaning set forth in Section 1.8(b) of this ITP.

"**Financial Proposal**" has the meaning set forth in Section 5.3.1(a)(iii) of this ITP.

"**Financial Proposal Due Date**" has the meaning set forth in Section 2.1(c) of this ITP.

"**Freedom of Information Policy and Procedure**" has the meaning set forth in Section 2.5.2 of this ITP.

"**Funding Agreements**" has the meaning set forth for such term in the Project Agreement.

"**General Conditions**" means the General Conditions attached as Section 0 of Volume 2 of Part II of this RFP.

"**Governmental Approval**" has the meaning set forth for such term in the Project Agreement.

"**Governmental Entity**" has the meaning set forth for such term in the Project Agreement.

"**Guarantor**" means, with respect to a Proposer or any of its team members, each Person identified as a "Guarantor" by such Proposer in its SOQ and any other Person(s) that will provide a guaranty or other similar financial support (whether in favor of the Authority, such Proposer's Lenders or any other beneficiary), on behalf of such Proposer, in respect of the Project.

"**Handback Requirements**" has the meaning set forth for such term in the Project Agreement.

"**Illustrative Design**" means the conceptual design and drawings included in the Reference Documents for informational purposes only, and located in the folder REQUEST FOR PROPOSAL (RFP)/RFP DEVELOPMENT/PART III REFERENCE DOCUMENTS/A. SURVEYS AND PROJECT INFORMATION/02_AUTHORITY ILLUSTRATIVE DESIGN on the Collaboration Portal.

"**Initial Configuration**" has the meaning set forth for such term in the Project Agreement.

"**Interest Rate Protection Start Date**" has the meaning set forth in Section 7.2.1(a) of this ITP.

"**ISoP**" has the meaning set forth in Section 4.1 of this ITP.

"**ITP**" or "**Instructions to Proposers**" has the meaning set forth in Section 1.2(e)(i) of this ITP.

"**Key Contract**" has the meaning set forth for such term in the Project Agreement.

"**Key Personnel**" has the meaning set forth for such term in the Project Agreement.

"**Lead Contractor**" means the member of a Proposer, whether a single entity or a joint venture, that will be primarily responsible for the Construction Work and the Demolition Work of the Project.

"**Lead Engineering Firm**" means the member of a Proposer, whether a single entity or a joint venture, that will be primarily responsible for the Design Work and engineering of the Project.

"**Lead Maintenance Firm**" means the member of a Proposer, whether a single entity or a joint venture, that will be primarily responsible for Maintenance Work obligations set forth in the Project Agreement.

"**Lenders**" means, collectively, each bank or financial institution, USDOT (if making a TIFIA loan to the Successful Proposer), each Conduit Issuer or any other Person that has provided a commitment to underwrite or provide Project Debt or any guaranty or credit enhancement in respect thereof, together with their respective successors and assigns.

"**Main Bridge**" has the meaning set forth for such term in the Project Agreement.

"**Maintenance Period**" has the meaning set forth for such term in the Project Agreement.

"**Maintenance Work**" has the meaning set forth for such term in the Project Agreement.

"**Major Non-Equity Member**" means, with respect to each Proposer, such Proposer's Lead Engineering Firm, Lead Contractor or Lead Maintenance Firm, excluding any such Person that is also an Equity Member.

"**Major Participant**" means, with respect to any Proposer, any of such Proposer's Equity Members or Major Non-Equity Members.

"**Major Rating Agency**" means any of Standard & Poor's Corporation, Moody's Investor Services, Inc., Fitch Investors Services, Inc. or any similar entity or any of their respective successors.

"**MBE**" has the meaning set forth in Section 1.13 of this ITP.

"**Milestone Payment**" has the meaning set forth for such term in the Project Agreement.

"**Model Audit Report**" has the meaning set forth in Section 5.3(a) of Exhibit F-1 to this ITP.

"**Monthly Capital Maintenance Payment**" has the meaning set forth for such term in the Project Agreement.

"**Monthly Operational Maintenance Payment**" is the expenditure set forth for such term in the Project Agreement.

"**NDA**" has the meaning set forth in Section 2.5.1(b) of this ITP.

"**Non-Public Proposer Information**" means, with respect to any Proposer or member of any Proposer team, any non-public, confidential information regarding the business or finances of such Proposer or member, including all trade secrets and other proprietary information, as determined by the Authority pursuant to Section 1.4.5. For the avoidance of doubt, Non-Public Proposer Information includes such information communicated during One-on-One Meetings.

"**One-on-One Meeting**" has the meaning set forth in Section 2.4(a) of this ITP.

"**Operational Maintenance**" means the Routine Maintenance and the Developer's Operational Services.

"Operational Maintenance Expenditure" means any cost of performing Routine Maintenance and the Developer's Operational Services, as identified in the Preliminary Financial Model of a Proposer or the Developer, as applicable.

"**PABs**" has the meaning set forth in Section 7.1.1 of this ITP

"PABs Event" means, at any time after Successful Proposer Selection, the relevant allocation of PABs is subsequently rescinded or modified by the USDOT with the effect that the PABs allocation shall not be available to the Successful Proposer or Developer (as applicable) to the extent assumed in its Financial Plan;

"**Part**" means a Part of this RFP.

"**Payment for Work Product**" has the meaning set forth in Section 9.2(a) of this ITP.

"**Person**" has the meaning set forth for such term in the Project Agreement.

"**PIPP**" has the meaning set forth in Section 2.5.1(b) of this ITP.

"**Preliminary Financial Model**" means the mathematical model (generated and computed by spreadsheet software) of key financial and operational relationships designed to, among other things, analyze how the Developer's business will respond to different economic situations, represent the financial performance the Project, and generate the financial projections contained in the Financial Proposal.

"**Preliminary Project Baseline Schedule**" has the meaning set forth for such term in the Project Agreement.

"**Prequalified Team**" has the meaning set forth for such term in the RFQ.

"**Price Component**" means any of the following payments: (a) the sum of the Monthly Operational Maintenance Payments for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars, (b) the sum of the Monthly Capital Maintenance Payments for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars, and (c) the annual DFA Payment for the first year of the Maintenance Period, stated in nominal Dollars.

"**Price Proposal**" means the price proposal offered by a Proposer pursuant to Section 2(d) of Exhibit F-1 of this ITP, substantially in the form of Form J.

"**Procurement Director**" means, in her capacity as Procurement Director of the Authority, Ms. Lillian Valenti or her successor or designee.

"**Pro-Forma Tables**" has the meaning set forth in Section 4.2 of Exhibit F-1 of this ITP.

"**Project**" has the meaning set forth in Section 1.2(a) of this ITP.

"**Project Agreement**" has the meaning set forth in Section 1.2(e)(ii) of this ITP.

"**Project Baseline Schedule**" has the meaning set forth for such term in the Project Agreement.

"**Project Debt**" has the meaning set forth for such term in the Project Agreement.

"**Project Documents**" has the meaning set forth for such term in the Project Agreement.

"**Project Facilities**" has the meaning set forth for such term in the Project Agreement.

"**Project Management Plan**" or "**PMP**" has the meaning set forth for such term in the Project Agreement.

"**Project Right of Way**" has the meaning set forth for such term in the Project Agreement.

"**Project ROW Turnover Schedule**" is the Schedule set forth as Exhibit 2 of the Project Agreement.

"**Project Specific Constraints**" has the meaning set forth for such term in the Project Agreement.

"**Project Term**" means the period commencing on the effective date of the Project Agreement and ending on the 35th anniversary of the Substantial Completion Date.

"**Proposal**" has the meaning set forth in Section 5.3.1(a) of this ITP.

"**Proposal Bond**" has the meaning set forth in Section 5.6.1(a) of this ITP.

"**Proposal Due Date**" means either the Administrative and Technical Proposals Due Date or the Financial Proposal Due Date, as the context may require.

"**Proposal Letter**" means the letter, substantially in the form of Form B, completed, signed and delivered by each Proposer to the Authority pursuant to Section 2.2.1 of Exhibit D-1.

"**Proposal Letter of Credit**" has the meaning set forth in Section 5.6.1(a) of this ITP.

"**Proposal Reference Date**" means January 1, 2013[1].

"**Proposal Revisions**" has the meaning set forth in Section 6.6.3(a) of this ITP.

"**Proposal Security**" has the meaning set forth in Section 5.6.1(a) of this ITP.

"**Proposal Validity Period**" has the meaning set forth in Section 5.6.4(a) of this ITP.

"**Proposer**" mean any Prequalified Team that is entitled to submit a Proposal in response to this RFP.

"**Proposer Representative**" has the meaning set forth in Section 1.4.3(a) of this ITP.

"**Protected Information**" has the meaning set forth for such term in the PIPP.

"**Reasonable Efforts**" has the meaning set forth for such term in the Project Agreement.

"**Reference Documents**" has the meaning set forth for such term in the Project Agreement.

"**Relief Event**" has the meaning set forth for such term in the Project Agreement.

"**Replacement Bridge**" has the meaning set forth in Section 1.2(a) of this ITP.

"**Requirements and Provisions for Work**" means the Requirements and Provisions for Work attached as Volume 2 of Part II of this RFP.

"**Renewal Work**" has the meaning set forth for such term in the Project Agreement.

"**RFP**" has the meaning set forth in Section 1.2(e) of this ITP.

"**RFP Process**" has the meaning set forth in Section 1.5 of this ITP.

"**RFP Schedule**" has the meaning set forth in Section 1.5 of this ITP.

"**RFQ**" has the meaning set forth in Section 1.2(d) of this ITP.

"**Routine Maintenance**" has the meaning set forth for such term in the Project Agreement.

"**RTC**" has the meaning set forth in Section 3 of this ITP.

[1] Subject to revision depending on procurement schedule.

"**Schedule of Values**" means, with respect to each Proposal, the submittal in the relevant Proposer's Financial Proposal, substantially in the form of Form K, which provides the proposed prices of each of the items listed therein and for the estimated time periods reflected therein.

"**Security Documents**" has the meaning set forth for such term in the Project Agreement.

"**Senior Debt**" means all indebtedness of the Developer in respect of obligations created, issued or incurred by the Developer for borrowed money (whether by loan or the issuance and sale of debt securities), including any debt issued by the Conduit Issuer, which indebtedness is secured by a perfected first-priority lien on the assets of the Developer and shall rank *pari passu* to all other senior secured indebtedness of the Developer that is secured by such assets.

"**SOQ**" means, with respect to each Proposer or any other Person, the information submitted by such Proposer or Person as its Statement of Qualifications in response to the RFQ.

"**SPV Costs**" means all general and administrative costs that will be incurred by the Developer related to the management and administration of its business, including salaries, advisors' fees, directors' and officers' liability insurance, and office rents.

"**Stakeholder**" means any Person that may have a stake in the Project by virtue of its location or funding other than the Authority, including such Person's officers, directors, and employees and each of the following Persons: (a) FHWA; (b) federal and state regulatory and permitting agencies having jurisdiction over the Project; (c) state and local agencies directly affected by the Project, including but not limited to, New Jersey Turnpike Authority (NJTA), New Jersey Department of Transportation (NJDOT), New York State Department of Transportation (NYSDOT), New York City Department of Transportation (NYCDOT), counties and cities; (d) Utility Owners, Economic Development Corporation (EDC), Conrail Shared Assets, CONRAIL, New York Container Terminal (NYCT); and (e) any other Persons specifically identified as Stakeholders by the Authority.

"**Substantial Completion**" has the meaning set forth for such term in the Project Agreement.

"**Substantial Completion Date**" has the meaning set forth for such term in the Project Agreement.

"**Successful Proposal**" means the Proposal that (a) is determined to be responsive to the requirements of this RFP in accordance with Exhibits D-1, D-2, E-1, E-2, F-1 and F-2, and passes each step of the pass/fail evaluation process described in Sections 6.1 through 6.3 of this ITP and (b) achieved the lowest Adjusted Evaluation Price for the Project.

"**Successful Proposer**" has the meaning set forth in Section 1.2(c) of this ITP.

"**Successful Proposer Selection**" means (a) the notification by the Authority of the Proposer that has been selected as the Successful Proposer in accordance with Section 6.5 of this ITP or (b) the date of such notification, as the context may require.

"**Technical Proposal**" has the meaning set forth in Section 5.3.1(a)(ii) of this ITP.

"**Technical Requirements**" has the meaning set forth for such term in the Project Agreement.

"**TIFIA**" has the meaning set forth in Section 7.1.2(a) of this ITP.

"**TIFIA Debt**" means any debt financing underlying a Proposer's Financial Plan that is to be provided by the United Statement Department of Transportation pursuant to TIFIA.

"TIFIA Event" means, at any time after Successful Proposer Selection:

(a) any act or omission on the part of the TIFIA JPO that is inconsistent with the terms of the Baseline TIFIA Term Sheet and which has had an adverse effect on the Successful Proposer;

(b) the unavailability of TIFIA Debt for the Project due to no direct fault of the Successful Proposer or its affiliates, agents or advisors;

(c) the failure of the TIFIA JPO to work diligently and reasonably towards achieving Financial Close by the date required in the Project Agreement (including unreasonable negotiation); or

(d) the determination of the Authority in consultation with the Successful Proposer that any of (a) – (c) above is reasonably likely to occur,

provided that neither (a), (c) nor (d) shall be deemed to be a TIFIA Event if the Successful Proposer: (i) is not in compliance with all applicable federal statutes and rules; (ii) has failed to comply with the requirements of Section 7.1.2(d) or otherwise sought to achieve betterments relative to the Baseline TIFIA Term Sheet on its own behalf or on behalf of its Lenders; or (iii) has not used diligent and reasonable efforts to achieve such close, including negotiating in good faith mutually agreeable terms and conditions with the TIFIA JPO and furnishing all required information and credit ratings in a timely manner.

"**TIFIA JPO**" has the meaning set forth in Section 1.6 of this ITP.

"**TIFIA Rate**" means the fixed interest rate applicable to any TIFIA Debt, calculated by adding one basis point (0.01%) to the rate of securities of a similar maturity as published on the TIFIA Rate Fixing Date in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Services (SLGS) securities currently located on the Internet at http://www.publicdebt.treas.gov/.

"**TIFIA Rate Fixing Date**" means the date that any loan agreement evidencing TIFIA Debt is entered into between the Developer and the United States Department of Transportation.

"**Ultimate Configuration**" has the meaning set forth for such term in the Project Agreement.

"**USDOT**" means the United States Department of Transportation.

"**Visual Quality Goals**" has the meaning set forth for such term in the Project Agreement.

"**WBE**" has the meaning set forth in Section 1.13 of this ITP.

"**Work**" has the meaning set forth for such term in the Project Agreement.

"**Work Product**" of any Proposer means, collectively, the concepts, ideas and other information contained in such Proposer's Proposal or otherwise delivered by it to the Authority in connection with the RFP Process (including proposed RTCs, ISoPs, technology, techniques, methods, processes, drawings, reports, plans and specifications, but excluding any Proposer's Preliminary Financial Model).

2. RULES OF CONSTRUCTION

(a) Unless expressly provided otherwise, (i) all references to Sections, subsections, clauses, Exhibits and Forms refer to the Sections, subsections, clauses, Exhibits and Forms set forth in this ITP and (ii) any reference to this RFP or any Part of this RFP or other component thereof refers to the most recently issued version of this RFP or Part of this RFP or component thereof, and any submittal to the Authority (including all Proposal documents) must refer to or be based on, as applicable, the version most recently issued as of the date of such submittal.

(b) Any references in this ITP to any provision "herein," "hereunder" or "pursuant hereto" (or language of like import) mean, refer to and include the provisions existing pursuant to this ITP and any Exhibits, Forms, Addenda, attachments or other documents affixed to or expressly incorporated by reference into this ITP. The words "herein", "hereof" and "hereunder" and any other words of similar import shall be construed to refer to this ITP in its entirety and not to any particular provision of this ITP. All terms defined in this ITP shall be deemed to have the same meanings in all Exhibits, Forms, Addenda, attachments or other documents affixed to or expressly incorporated by reference in this ITP unless the context thereof clearly requires the contrary. Unless otherwise stated in this ITP or elsewhere in this RFP, words which have well-known technical or construction industry meanings are used in this ITP or the other RFP documents in accordance with such recognized meaning. All references to a subsection or clause "above" or "below" refer to the denoted subsection or clause within the Section in which the reference appears. Wherever the word "including," "includes" or "include" is used in this RFP, it shall be deemed to be followed by the words "without limitation". In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding".

(c) As used in this ITP and as the context may require, (i) the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa; (ii) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as amended, supplemented or otherwise modified from time to time (subject to any restrictions on such amendments, supplements or modifications set forth herein); and (iii) any reference to a Person shall be construed to include such Person's successors and assigns.

Exhibit B
RFP Schedule

The following represents the current anticipated schedule for the RFP Process:

Event	Date
Initial Issuance of the RFP – ITP only (version 1)	**August 9, 2011**
Deadline for Submission of Questions/Requests for Clarification/Written Comments regarding the RFP (version 1)	**September 16, 2011**
Issuance of revised RFP – ITP only (version 2)	**March 9, 2012**
Issuance of revised RFP (version 3)	**April 3, 2012**
Deadline for Submission of Questions/Requests for Clarification/Written Comments regarding RFP (version 3)	**May 15, 2012**
One-on-One Meetings with Proposers regarding the RFP (version 3)	*May 30 – June 1, 2012*
First ISoP Due Date	**June 19, 2012**
One-on-One Meetings with Proposers regarding the First ISOPs	*June 28 – 29, 2012*
One-on-One meetings with Proposers[2]	*July 30 – August 1, 2012*
One-on-One Meetings between Proposers and TIFIA	*August 22, 2012*
Issuance of Revised RFP (version 4)	**Week of September 9, 2012**
Second ISOP Due Date	**September 10, 2012**
Site Visit	**September 19 and 20, 2012**
Deadline for Submission of Requested Amendments to the RFP (version 4)[3]	**September 25, 2012**

[2] NOTE TO PROPOSERS: These meetings will be all day meetings (8hrs each). Bidders will be expected to submit detailed agendas at least one week in advance of their one-on-one meeting, so as to enable the Authority to properly consider all issues that the Proposers wish to discuss in the one-on-one meetings.

[3] NOTE TO PROPOSERS: Proposers are requested to provide the Authority with proposed drafting with respect to any amendments that they request to be made to the RFP. Any requested drafting amendments should be provided to the Authority by way of a blackline mark-up of the relevant provision, together with any associated definitions, in PDF format.

Event	Date
One-on-One Meetings ISOP 2	*October 1 – 3, 2012*
One-on-One Meetings RFP v.4	*October 10, 11, 15*
Deadline for submittal of RTCs by Proposers	**October 19, 2012**
Issuance of revised RFP (version 5) (ITP, Project Agreement)	**December 2, 2012**
Issuance of revised Requirements and Provisions for Work and Related Exhibits	**December 7. 2012**
Deadline for Submission of Questions and/or Amendments to the RFP (version 5)[6]	**December 14, 2012**
One-on-One Meetings with Proposers	*December 19, 20 , 21, 2012[4]*
One-on-One Meetings with Proposers (Technical)	*Week of December 31, 2012*
Issuance of Addendum #26 to RFP	**January 18, 2013**
Deadline to submit any Administrative Organizational Change for approval by the Authority	**January 21, 2013**
Issuance of revised RFP (version 6)	**January 25, 2013**
Deadline to submit any Financial Organizational Change for approval by the Authority	**February 27, 2013**
Administrative and Technical Proposals Due Date	**March 1, 2013**
The Authority's Issuance of Benchmark Interest Rates	**March 13, 2013**
Deadline for Proposer submission to the Authority of the benchmark index/indices and credit spreads	**March 14, 2013**
Authority approves Proposer benchmark index/indices and credit spreads	**March 18, 2013**
Financial Proposal Due Date	**April 2, 2013**

[4] NOTE TO PROPOSERS: each meeting to last no longer than eight (8) hours.

Event	Date
Board Approval of Successful Proposer and Project Authorization	**April 24, 2013**
Appointment of Successful Proposer	**May 10, 2013**
Commercial Close Deadline	**No later than 75 Days after Appointment of Successful Proposer**
Financial Closing Deadline	**No later than 180 Days after Appointment of Successful Proposer**

All dates and times set forth above reflect the Authority's anticipated timing of the occurrence of the events listed above and are subject to change, in the Authority's sole discretion, by notice to the Proposers, and are otherwise subject to adjustment in accordance with the terms of this ITP. All dates and times listed above refer to dates and times in the City of New York, New York.

Exhibit C
Summary and Checklist of Proposal Contents

Administrative Proposal Checklist			
Proposers should follow the order of this Administrative Proposal Checklist in their submissions. A referenced copy of this document should be submitted with Volume 1 – Administrative Proposal. See Exhibit D-1 for additional information regarding the components of the Administrative Proposal.			
Proposal Component	**Form (if any)**	**ITP Cross-Reference**	**Proposal Cross-Reference**
A. Executive Summary			
1. Executive Summary (**EXCLUDE ALL PRICE INFORMATION**)	No form provided	Section 2.1 of Exhibit D-1	
2. Organizational Tables/Charts	No form provided	Section 2.1 of Exhibit D-1	
B. Proposer Information, Certifications and Documents			
1. Proposal Letter	Form B	Section 2.2.1 of Exhibit D-1	
2. Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination	Exhibit K	Section 2.2.2 of Exhibit D-1	
3. Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission, Percentage, Brokerage, Contingent Fee or Other Fee	Exhibit L	Section 2.2.3 of Exhibit D-1	
4. Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352	Exhibit M	Section 2.2.4 of Exhibit D-1	
5. Conflict of Interest Disclosure Statement	Form C	Section 2.2.5 of Exhibit D-1	

Administrative Proposal Checklist			
6. Buy America Certification (if applicable)	Form D	Section 2.2.6 of Exhibit D-1	
7. Equal Employment Opportunity Certification	Form E	Section 2.2.7 of Exhibit D-1	
8. Major Participants and Key Personnel Commitment and Statement of Availability	Form F	Section 2.2.8 of Exhibit D-1	
10. Background Qualification Questionnaire/ Certificate of No Change	Form G / H	Section 2.2.9 of Exhibit D-1	
11. Changes in Proposer's Organization (if applicable)	No form provided	Section 2.2.10 of Exhibit D-1	
12. Equity Members' Corporate and Authorization Documents	No form provided	Section 2.2.11 of Exhibit D-1	
13. Developer's Draft Corporate Formation and Management Documents	No form provided	Section 2.2.12 of Exhibit D-1	
14. Professional and Firm Licenses	No form provided	Section 2.2.13 of Exhibit D-1	
15. DBE Information	See Section 2.3 of Exhibit D-1	Section 2.3 of Exhibit D-1	

Technical Proposal Checklist			
Proposers should follow the order of this Technical Proposal Checklist in their submissions. A referenced copy of this document should be submitted with Volume 2 - Technical Proposal. See Exhibit E-1 for additional information regarding the components of the Technical Proposal.			
Proposal Component	**Form (if any)**	**ITP Cross-Reference**	**Proposal Cross-Reference**
Part 1 : Technical Executive Summary			
1. Technical Executive Summary	No form provided	Section 2.1 of Exhibit E-1	
Part 2 : Conceptual Design Proposal			
1. Conceptual Design Report	No form provided	Section 2.2.1 of Exhibit E-1	
2. Travis Spur Rail Bridge Statement	No form provided	Section 2.2.2 of Exhibit E-1	
3. Demolition Statement	No form provided	Section 2.2.3 of Exhibit E-1	
Part 3 : Preliminary Project Management Plan (PMP)			
1. Preliminary Project Management Plan	No form provided	Section 2.3 of Exhibit E-1	
Part 4 : Preliminary Project Baseline Schedule			
1. Preliminary Project Baseline Schedule	No form provided	Section 2.4.1 of Exhibit E-1	
2. Preliminary Project Baseline Schedule Narrative	No form provided	Section 2.4.2 of Exhibit E-1	

Technical Proposal Checklist			
Part 5 : Appendices			
1. Conceptual Design Drawings a. Conceptual Design Drawing Table of Contents b. Goethals Bridge and Facilities Conceptual Design Drawings c. Travis Spur Rail Bridge Conceptual Design Drawings d. Demolition Conceptual Design Drawings	No form provided	Section 2.2.4 of Exhibit E-1	
2. Conceptual Design Visualizations	No form provided	Section 2.2.5 of Exhibit E-1	
3. Additional Requested Data a. Requested Personnel Resumes	No form provided	Section 2.3 of Exhibit E-1	
Part 6 : Confidential Privileged Information			
1. Structural Security Conceptual Design Narrative	No form provided	Section 2.5.1 of Exhibit E-1	
2. Confidential Priviledged Conceptual Design Drawing	No form provided	Section 2.5.2 of Exhibit E-1.	

Financial Proposal Checklist			
Proposers should follow the order of the Financial Proposal Checklist in their submissions. A referenced copy of this document should be submitted with Volume 3 - Financial Proposal. See Exhibit F-1 for additional information regarding the components of the Financial Proposal.			
Proposal Components	**Form (if any)**	**ITP Cross-Reference**	**Proposal Cross-Reference**
A. Proposal Summary/Org Chart			
1. Executive Summary of Proposal (Duplicate from Administrative Proposal)	No form provided	Section 2.1 of Exhibit D-1; Section 2(a) of Exhibit F-1	
2. Organizational Tables (Duplicate from Administrative Proposal)	No form provided	Section 2.1 of Exhibit D-1; Section 2(a) of Exhibit F-1	
B. Financial Plan			
1. Financial Plan Memorandum	No form provided	Section 2(b)(i) of Exhibit F-1	
2. Financial Plan Summary – Pro-Forma Tables	No form provided	Section 2(b)(ii) of Exhibit F-1	
3. Debt Term Sheets	No form provided	Section 2(b)(iii) of Exhibit F-1	
4. Rating Agency Letter(s) (if applicable)	No form provided	Section 2(b)(iv) of Exhibit F-1	
5. Debt Commitment Letters	No form provided	Section 2(b)(v) of Exhibit F-1	
6. Evidence of Equity Investment Commitment	No form provided	Section 2(b)(vi) of Exhibit F-1	
7. Supplemental Creditworthiness Information	No form provided	Section 2(b)(vii) of Exhibit F-1	

Financial Proposal Checklist			
C. Other Financial Proposal Information			
1. Proposal Security (original and copies)	Form I-1/I-2	Section 2(c) of Exhibit F-1	
2. Schedule of Values	Form K	Section 2(e) of Exhibit F-1	
D. The Preliminary Financial Model			
1. An electronic copy of the Preliminary Financial Model	No form provided	Section 2(f)(i) of Exhibit F-1	
2. Assumptions and Instructions Book	No form provided	Section 2(f)(ii) of Exhibit F-1	
3. Preliminary Model Audit Report	No form provided	Section 2(f)(iii) of Exhibit F-1	
E. Price Proposal			
1. Price Proposal (in a separate envelope)	Form J	Section 2(d) of Exhibit F-1	

Exhibit D-1

ADMINISTRATIVE PROPOSAL INSTRUCTIONS

1. GENERAL INSTRUCTION

The required contents and organization of the Administrative Proposals are presented in this Exhibit D-1 and summarized in the Administrative Proposal Checklist provided in Exhibit C. Proposers are required to submit all the information set out in this Exhibit D-1 in the organization and format specified herein and in the order set forth in Exhibit C. A copy of the Administrative Proposal Checklist shall be included in the Administrative Proposals. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross-reference to its Administrative Proposal.

2. REQUIRED CONTENTS OF THE ADMINISTRATIVE PROPOSAL

Each Administrative Proposal must include each of the components described below:

2.1. Executive Summary

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's Proposal and its ability to satisfy the requirements of the Project. The Executive Summary shall not exceed 10 single-sided/5 double-sided pages and shall be in at least 12-point font type. The Executive Summary shall not include any confidential or proprietary information or details regarding the Price Components or other cost information. The Executive Summary shall, at a minimum, include the following:

(a) a summary of any changes in the Proposer's organization, including changes of a Major Participant, Guarantor or Key Personnel since submission of its SOQ;

(b) an overview of the design concept and visualizations as well as the construction and maintenance approaches;

(c) a summary of the proposed management, decision making and day-to-day operational structure of the Developer;

(d) a summary of the Preliminary Project Baseline Schedule, including key deadlines for development, design and construction;

(e) a summary of the Proposer's approach to financing the Project;

(f) an overview of Proposer's approach to Maintenance Work for the Project to achieve the highest standards of safety and service quality in accordance with the requirements of the

Project Agreement and including provision for renewals, replacements and eventual performance of the Handback Requirements; and

(g) a summary of the Proposer's approach to fulfilling environmental requirements to the highest possible standards.

Each Proposer shall attach to the Executive Summary the following three organizational tables/charts:

(i) a table indicating the roles of each Major Participant, and, if any such entity is a joint venture, the percentage ownership of each such joint venture entity;

(ii) a table showing the relationship between any of the Major Participants and any Guarantors; and

(iii) a corporate organizational chart that reflects all direct and indirect owners of the entity that would serve as the Developer, and the percentage ownership held by each such direct and indirect owner in its directly held entities up to the level of each Equity Member and Guarantor. Such chart should also reflect general partners and investment managers/advisors of any investment funds reflected in the chart.

These tables/charts shall not count towards the page limit for the Executive Summary.

2.2. Proposer Information, Certifications and Documents

2.2.1. Proposal Letter– Form B

The Administrative Proposal shall include a signed Proposal Letter, in the form of Form B, which shall be executed by each Equity Member. If an Equity Member is a joint venture or a partnership, the Proposal Letter must be executed by all joint venture members or all general partners of such Equity Member, as applicable.

2.2.2. Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination – Exhibit K

By submitting a Proposal, each Major Participant makes the certifications in Exhibit K. In any case where the Major Participant cannot make such certifications, such Person shall so state and shall furnish with its Proposal a signed statement which sets forth in detail the reasons therefor. If such Person is uncertain as to whether it can make such certifications, it shall so indicate in a signed statement furnished with its Proposal, setting forth an explanation for its uncertainty.

2.2.3. Non-Collusive Bidding and Code of Ethics Certification; Certification of No Solicitation Based on Commission Percentage, Brokerage, Contingent Fee or Other Fee – Exhibit L

By submitting a Proposal, the Proposer and each Major Participant makes the certifications in Exhibit L. In any case where either the Proposer or any of its Major

Participants cannot make such certifications, such Person shall so state and shall furnish with its Proposal a signed statement which sets forth in detail the reasons therefor. If such Person is uncertain as to whether it can make such certifications, it shall so indicate in a signed statement furnished with its Proposal, setting forth an explanation for its uncertainty.

2.2.4. Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352 – Exhibit M

By submitting a Proposal, the Proposer or each Major Participant, as applicable, makes the certifications in Exhibit M. In any case where either the Proposer or any of its Major Participants cannot make such certifications, such Person shall so state and shall furnish with its Proposal a signed statement which sets forth in detail the reasons therefor.

If such Person is uncertain as to whether it can make such certifications, it shall so indicate in a signed statement furnished with its Proposal, setting forth an explanation for its uncertainty.

2.2.5. Conflict of Interest Disclosure Statement – Form C

The Administrative Proposal shall include a certification on Form C describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

2.2.6. Buy America Certification – Form D

If a Proposer assumes the availability and use of a TIFIA loan in its Financial Proposal, the Administrative Proposal shall include an executed copy of Form D, regarding federal "Buy America" requirements.

2.2.7. Equal Employment Opportunity Certification – Form E

The Administrative Proposal shall include an executed copy of Form E, regarding participation in contracts subject to federal equal employment opportunity requirements.

2.2.8. Major Participants and Key Personnel Commitment and Statement of Availability – Form F

The Administrative Proposal shall include a completed Form F confirming the identity, current availability and commitment to the Project of each Major Participant and Key Personnel (as identified in the Proposal) and in accordance with Section 1.8 of this ITP.

2.2.9. Background Qualification Questionnaire/Certificate of No Change – Form G / H

If there have been any changes to the information previously submitted during the RFQ process in the Background Qualifications Questionnaire ("**BQQ**") for any firm that is a member of a Proposer team, a new BQQ in the form of Form G must be submitted with its Proposal. If there have been no changes to the information in a previously-submitted

BQQ during the RFQ process for any firm that is a member of a Proposer team, a "Certificate of No Change" in the form of Form H must be submitted for each member of the Proposer's team.

2.2.10. Changes in Proposer's Organization

The Administrative Proposal shall include a copy of the correspondence (if any) issued by the Authority approving any Administrative Organizational Change, as required by Section 1.8 of this ITP. If the Proposer includes any such correspondence, it shall also include a brief description (two (2)-page maximum) of these changes.

2.2.11. Equity Members' Corporate and Authorization Documents

The Administrative Proposal shall include copies of the following documents for each direct and indirect owner of the Developer up to and including the Equity Members, certified to be true, correct and complete copies by a duly authorized officer of such Equity Member or such Equity Member's general partner, managing member(s) or joint venture member, as applicable:

(a) *Corporate Formation and Management Documents* - articles of incorporation and bylaws for a corporation; articles of organization/certificate of formation and operating agreement for a limited liability company; partnership agreement and certificate of partnership for a partnership; and joint venture agreement for a joint venture. If any entity is not yet formed or if a modification to the organizational documents is contemplated prior to Commercial Close, provide applicable draft documents or detailed term sheets for each such entity.

(b) *Authorization Documents* – evidence of the authorization of (x) the execution and delivery of the Proposal Letter and all other documents and information comprising the Proposal by such Equity Member and (y) the commitments of such Equity Member thereunder. Such evidence shall be in the form of:

(A) a resolution of its Board of Directors providing such authorization, if such Equity Member is a corporation;

(B) a limited liability company resolution and a managing member(s) resolution providing such authorization, if such Equity Member is a limited liability company; or if there is no managing member, each member shall provide the foregoing information;

(C) a partnership resolution and a general partner resolution (as to each general partner) providing such authorization, if such Equity Member is a partnership; or

(D) a resolution of each joint venture member, if such Equity Member is a joint venture.

2.2.12. Developer's Corporate Formation and Management Documents

If the Proposer contemplates the creation of a single purpose entity to be the Developer, the Administrative Proposal shall include execution copies of, or detailed term sheets for, corporate formation and management documents for such single purpose entity (e.g., articles of incorporation and bylaws for a corporation; articles of organization/certificate of formation and operating agreement for a limited liability company; partnership agreement and certificate of partnership for a partnership; and joint venture agreement for a joint venture; and other agreement relating to the corporate governance, management and/or voting rights in respect of the Developer).

2.2.13. *Professional and Firm Licenses*

The Administrative Proposal shall include evidence that each of the design manager and the Engineer of Record for the Project is (i) an employee of the Lead Engineering Firm and (ii) a registered professional engineer in the States of New York and New Jersey.

DBE FORM 1 - PROPOSER'S DBE GOOD FAITH EFFORTS

GOALS AND GOOD FAITH EFFORTS AFFIDAVIT

State of _____ } ss

County of _____

Each of the undersigned, being first duly sworn, deposes and says that:

_____ (Name) is the _____ (Title) of _____ (Firm)

_____ (Name) is the _____ (Title) of _____ (Firm)

which entity(ies) are the _____ (details) of _____ (Proposer)

the entity making the foregoing Proposal and affirms that the Proposer will either achieve the DBE goal described in the Agreement, or will make good faith efforts to do so as described in the Agreement.

_____ Signature	_____ Signature
_____ Title	_____ Title
_____ Date	_____ Date

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
: **SS.:**
COUNTY OF _____ }

On the _____ day of _____ in the year _____ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they is (are) the _____ (president or other officer or director or attorney in fact duly appointed) of the _____ (name of corporation), the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

_____
Notary Public

ACKNOWLEDGMENT FOR OTHER ENTITIES (in New York)

STATE OF NEW YORK }
: **SS.:**
COUNTY OF _____ }

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGMENT FOR OTHER ENTITIES (outside of New York)

STATE OF _____ }
: SS.:
COUNTY OF _____ }

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument[, and that such individual made such appearance before the undersigned in the _____
(city or political subdivision and the state or county).

_____
Notary Public

Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all general partners or joint venturers of the Proposer.

DBE Form 2
PROPOSER'S DBE GOOD FAITH EFFORTS

This DBE Form 2 is not required if DBE Form 3 demonstrates meeting of the Project DBE goals.

PROPOSER:	

Proposers shall submit the following information to demonstrate that a good faith effort has been made to provide opportunities for DBE firms on the Project.

Proposers shall submit the following information to remain eligible for selection:

1. A list of the categories of subcontracts that the Proposer determined were appropriate for solicitation during the pre-Proposal period and an explanation regarding any categories not included:

2. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper (termed "papers") in which a request for DBE participation for this Project was placed by the Proposer.

(Add rows as needed)

Papers	Dates of advertisement

3. The names and dates of written notices of all certified DBEs solicited by direct mail or other means for this Project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested:

(Add rows as needed)

Names of DBEs solicited	Dates of solicitations	Follow-up methods and dates

4. Items of Work for which the Proposer requested bids, proposals or material to be supplied by DBEs, if any; the information furnished to interested DBEs in the way of plans, specifications and requirements for the Work, and any breakdown of items of Work into economically feasible units to facilitate DBE participation. Where there are DBEs available for doing portions of the Work normally performed by the Proposer with its own forces, the Proposer will be expected to make portions of such Work available for DBEs to bid on.

Items of work:	
Information furnished:	
Breakdown of items:	

5. The names of DBEs who submitted bids or proposals for any of the Work indicated above which were not accepted, a summary of the Proposer's discussions and/or negotiations with them, the name of the Subcontractor or supplier who was selected for that portion of the Work, and the reasons for the Proposer's choice. If the reason for rejecting a DBE bid was price, give the price bid or proposed by the rejected DBE and the price bid or proposed by the selected Subcontractor or supplier. Since the utilization of available DBEs is expected, only significant price differences will be considered as cause for rejecting such DBE bids or proposals.

(Add rows as needed)

Name of rejected DBE	**Summary of discussions and/or negotiations**	**Names of Subcontractors or suppliers who were selected over the rejected DBE and the reasons for that choice**

6. Assistance that the Proposer has extended to rejected DBEs identified above to remedy the deficiency in their bids:

(Add rows as needed)

Name of rejected DBE	Assistance extended

6. Efforts to assist interested DBEs on obtaining required bonding, lines of credit or insurance.

7. Efforts to assist interested DBEs in obtaining necessary equipment, supplies, Material or related assistance or services.

8. Effective use of services of available minority/women community organizations, contractor groups and local/State/Federal minority/women business assistance offices and other organizations to assist in recruitment and placements of DBEs.

9. Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies:

Notes:

(1) See Federal Register, Vol. 64, No. 21, Tuesday, February 2, 1999/Rules and Regulations, and Vol. 68, No. 115, Monday June 16, 2003/Rules and Regulations, Appendix A to Part 26 – Guidance Concerning Good Faith Efforts.

(2) Appropriate documentation such as copies of newspaper advertisements, letters soliciting bids, and telephone logs should accompany this form.

DBE FORM 3 - LIST OF PROPOSED DBEs

Complete DBE Form 3 Table 1 to list the proposed DBEs in the Proposer's team. Complete DBE Form 3 Table 2 to list proposed areas of DBE activity for which DBE firms have not yet been assigned by the Proposer, excluding DBE activity covered in DBE Form 3 Table 1.

Use additional rows / sheets as necessary

DBE Form 3 Table 1 – PROPOSED LIST OF NAMED DBE PARTICIPANTS					
PROPOSER					
Firm Name (Legal business name used for DBE certification in NYS)	**Address**	**In what role will the firm participate**	**DBE classification**	**Description of items of Work**	**Minimum Proposed Participation** (% of Proposal Price)

Proposer to identify changes to DBE Form 3 Table 1 if the Non-HARS Alternative is used

DBE Form 3 Table 2 – PROPOSED AREA OF DBE ACTIVITY (excluding DBE participation listed in Table 1)

PROPOSER

In what role will the DBE firm participate?	Description of items of Work	Efforts taken by Proposer to date to secure DBE participation in this role	Proposer's proposed efforts to secure DBE participation in this role	Minimum Proposed Participation (as percentage of Proposal Price)

Proposer to identify changes to DBE Form 3 Table 2 if the Non-HARS Alternative is used

Exhibit D-2

ADMINISTRATIVE PROPOSAL EVALUATION CRITERIA

Below are the evaluation criteria for responsiveness of Administrative Proposals:

(a) The Proposer has submitted properly completed and, to the extent applicable, executed copies of each of the documents described Section 2 of Exhibit D-1.

(b) The Major Participants and Key Personnel listed in the Proposer's SOQ have not changed since submission of its SOQ, or the Proposer has obtained the Authority's prior written approval of an Administrative Organizational Change, evidence of which is included in the Administrative Proposal in accordance with Section 2.2.10 of Exhibit D-1.

(c) The draft corporate formation and management documents of the Developer (i) demonstrate that the Proposer has or, in the case of a single purpose entity to be formally established upon announcement of the Successful Proposal, will have legal capacity to undertake and perform the obligations set forth in the Project Documents, (ii) include provisions for management and decision-making within the organization as well as for continuation of Developer in the event of bankruptcy or withdrawal of any of its shareholders/members, that are commonplace in standard business practices, and (iii) are otherwise consistent with the Project requirements.

Exhibit E
Technical Proposal

Exhibit E-1

TECHNICAL PROPOSAL INSTRUCTIONS

1. GENERAL INSTRUCTIONS

This Exhibit E-1 describes the specific instructions for preparing the Technical Proposal. The required contents and organization of the Technical Proposal are also summarized in the Technical Proposal Checklist provided in Exhibit C.

Proposers are required to submit all the information set out in this Exhibit E-1 in the organization and format specified herein and in the order set forth in Exhibit C. Proposers shall not amend the order or change the contents of the Technical Proposal Checklist except to provide the required cross-reference to their Proposals.

The Technical Proposal shall set out the Proposer's technical approach to the Project in accordance with the Technical Requirements and shall be submitted in separate parts containing the following information:

Part 1: Executive Summary;

Part 2: Conceptual Design Proposal;

Part 3: Preliminary Project Management Plan ("**PMP**");

Part 4: Preliminary Project Baseline Schedule and Narrative Report; and

Part 5: Appendices:

(a) Conceptual Design Drawings;

(b) Conceptual Design Visualizations; and

(c) Additional requested data.

Part 6: Confidential Priviledged Information

Text shall be in English in a standard font, a minimum of 12 points in height, single-spaced. Pages shall be 8½-inch x 11-inch white paper, with simple lettered/numbered dividers for each section/subsection.

Drawings, charts, visualizations and schedules shall be submitted on a maximum 11-inch x 17-inch white paper. The Proposer's Conceptual Design Drawings shall be presented in English units and shall be at a scale consistent with those used in the Authority's Illustrative Design

clearly identifying the Work to be completed for the Project. Additionally, the AutoCAD or MicroStation files of the Conceptual Design Drawings shall be submitted according to the Authority's May 2012 E/A Design Division CAD Standard or MicroStation standards equivalent to the aforementioned Authority's CAD Standard. Mylar plots shall not be required.

The Proposer shall number each page in each volume consecutively (i.e., 1-1, 1-2; 2-1, 2-2). The Proposer shall include page numbers centered at the bottom of each page.

Parts 1 through 4 of the Technical Proposal shall be limited to a combined total of 150 pages (if double-sided, 75 sheets), exclusive of tabs and divider pages, cover letters and schedule plot. Conceptual Design drawings and visualizations included in Part 5, and included as Confidential Priviledged Information in Part 6, of the Technical Proposal shall be at the Proposer's discretion in order to meet the requirements of this RFP.

As stated in Section 5.1.3 of the ITP, the Proposers should note that the Authority shall incorporate the Successful Proposer's Technical Proposal (with certain exceptions or modifications to be determined by the Authority) into the Project Agreement.

2. PROPOSER'S TECHNICAL PROPOSAL

2.1 Technical Executive Summary

The Proposer shall submit a Technical Executive Summary that shall briefly describe all significant aspects of the Technical Proposal and the benefits of the proposal relative to the Project. The Technical Executive Summary shall contain sufficient information to familiarize the Authority with the Proposer's Technical approach and its ability to satisfy the requirements of the Project Documents. The Technical Executive Summary shall provide an overview of the design, construction, demolition and maintenance approaches, technical innovations, key risks anticipated and the mitigation methods proposed. The Proposer shall limit the Technical Executive Summary to no more than ten pages inclusive of text, selected photographs, and/or sketches.

2.2 Conceptual Design Proposal Contents

Part 2 of the Technical Proposal, Conceptual Design Proposal, shall contain the following major items:

(a) a Conceptual Design Report;

(b) Travis Spur Rail Bridge Statement; and

(c) a Demolition Statement.

In addition, the items of Part 5 and Part 6 of the Technical Proposal are considered to be technical supporting documentation and part of the Conceptual Design Proposal.

2.2.1 Conceptual Design Report

The Conceptual Design Report shall contain:

(a) A design statement setting out the Proposer's approach to the design of the Project according to the Project Documents. The statement shall include details of technical standards and specifications that will be used or are proposed for the Conceptual Design. The statement shall include, at a minimum, the approach to studies, investigations and reports on wind, geotechnical, and hydraulic design that will be commissioned to communicate the design of the Project. The statement shall make reference to the Project specific design and construction criteria;

(b) A narrative description of the Proposer's approach to the sequencing of design packages, studies and reports as they relate to the proposed construction sequencing and the Project ROW Turnover Schedule;

(c) A summary geotechnical design approach that addresses the Proposer's approach to the major foundation design elements including its approach to key geotechnical design issues such as seismicity and lateral spread;

(d) A narrative description of the Proposer's approach to the durability of structural components and the quality control and assurance processes to be used by the Proposer/Developer during construction to achieve a high quality product. This shall include:

(i) Approach to addressing concrete and steel material availability for the Project, including long-lead items;

(ii) Approach and commitments to ensuring the design and construction of high quality concrete;

(iii) Approach and commitments to attaining the highest standards of durability of the deck, edge girder, tower, cable-stays, and anchorages;

(iv) Effectiveness of structural connections and detailing to ensure durability; and

(v) Processes used to achieve high quality standards during fabrication of the structural steel and precast components if utilized in the design;

(e) A narrative describing the Proposer's approach to integrating access to facilities for inspection and maintenance into the design of the Project Facilities including fixed and mobile access provision;

(f) A narrative describing the Proposer's approach and process for erection of the approaches over the New Jersey Turnpike, the New Jersey approaches, the New York approaches and the Main Bridge that ensures the safety of the traveling

public during erection and addresses the strength, stability and quality aspects of the structure during erection;

(g) A narrative describing the Proposer's approach to survey control during design and construction of the Project;

(h) Details relating to buildings and enclosed facilities constructed as part of the Project and what these facilities shall house;

(i) Details of a proposed design for architectural lighting, including power sources, to include illustrations of the lighting effects to be achieved and a narrative description of the proposed lighting and proposals for no impact to aviation, minimizing light spill and protecting migratory birds;

(j) A description of the construction staging, Maintenance and Protection of Traffic (MPT) and sequencing proposed including:

(i) The overall traffic management control and sequencing approach;

(ii) Conceptual construction and traffic staging diagrams which shall include the temporary and permanent proposed traffic staging of ramps in New York and New Jersey;

(iii) How business and residential accesses will be provided during the construction period;

(iv) How the Proposer intends to schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance;

(v) Intended lay-down, recycling, staging, disposal and maintenance locations to be used during construction; and

(vi) How the Project Right of Way and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off and local road damage;

(k) A description of the Intelligent Transportation Systems (ITS) for the Project. This shall include a schematic plan and layout showing the locations of ITS equipment, power sources, including cameras, dynamic message signs, weigh-in-motion (WIM) system, traffic monitoring stations, and lane marking points. A description for the coordination and tie-in to the Authority's traffic management center. A description of the Developer's Maintenance and Control Facility and data feed for monitoring work shall be included; and

(l) A description of the drainage and utilities for the Project. The information shall include at least the following:

(i) For drainage related to the Project, the Technical Proposal shall include:

(A) A description of the overall surface water collection system identifying the proposed location of major drainage trunk lines and outfall locations to accommodate the Project;

(B) An overview of the Proposer's approach to permits for the New York and New Jersey storm water drainage systems. The Proposer's approach to any modifications of Authority Obtained Governmental Approvals shall be included;

(C) Identification of new and existing drainage facilities to be incorporated into the Project; and

(D) Exhibit drawing(s) defining the approximate limits of temporary construction easements and drainage easements necessary for completion of the Project drainage work; and

(ii) For utilities related to the Project, the Proposer shall include:

(A) The Proposer's approach to identifying, verifying and documenting the presence and locations of subsurface utilities that may impact or be impacted by the Work; and

(B) A utility conflict matrix having a line item for each of the Utilities for which an MUA is contained in Exhibit 18 of the Project Agreement, in each case indentifying the scope, nature and timing of any Utility Adjustment, and conceptual utility relocation drawings tied to proposed phasing showing for each affected Utility, the anticipated Utility Adjustment Work that will be required in sufficient detail to define the scope, nature and limits of work.

2.2.2 Travis Spur Rail Bridge Statement

The Proposer shall provide a conceptual design narrative, similar to Section 2.2.1 above, however it shall describe the Proposer's approach to the design, construction and demolition of the Travis Spur Rail Bridge as required by the Technical Requirements. At a minimum, the design narrative shall identify:

(a) Coordination with applicable third-parties;

(b) The primary design criteria and constraints;

(c) Structural plan elevation and cross sections;

(d) Foundation layout and details;

(e) Construction staging to maintain and protect rail and roadway traffic, including the identification of all traffic holds, stops and detours and their forecasted durations;

(f) A summary of submissions required;

(g) A schedule of temporary proposed track closures and the durations for construction and demolition; and

(h) A discussion on the Travis Spur Rail Bridge replacement interface with respect to the phasing of the complete Project.

Additionally, the critical Travis Spur Rail Bridge milestones shall be shown as part of the preliminary baseline schedule.

2.2.3 Demolition Statement

The Proposer shall provide a description of its proposed methods to demolish and remove the Existing Bridge, its approaches and related facilities. The statement provided shall include:

(a) The Proposer's approach to worker, public and property safety during demolition;

(b) Maintenance of the navigable channel, including coordination with the U.S. Coast Guard;

(c) Coordination with applicable third-parties;

(d) Temporary works and phasing;

(e) Hazardous materials abatement;

(f) Control of noise and vibration;

(g) Specific equipment and demolition techniques to be utilized;

(h) Permitting and best management practices to control environmental impacts; and

(i) Disposal of demolition debris.

The demolition statement shall additionally address how Demolition Work interfaces with the Construction Work and Maintenance Work under the Proposer's schedule. Demolition milestones and durations shall be shown as part of the Preliminary Project Baseline Schedule.

2.2.4 Conceptual Design Drawings

The Conceptual Design shall be a continued development of the submittals presented under the ISoP process and shall address any matters that may have been communicated to all Proposers by means of Addenda following the ISoP process.

The Conceptual Design Drawings shall contain at a minimum the level of information shown on the Illustrative Drawings in the Reference Documents in Part III of the RFP, supplemented, where applicable, by any additional requirements of this Section 2.2.4.

The following list specifies all information to be included on the Conceptual Design Drawings to be included as part of a Conceptual Design Proposal (drawings not designated Confidential Priviledged Information as further described in Section 2.5 shall be submitted in Part 5 of the Technical Proposal):

(a) Project Title Sheet identifying the Proposer, the Project and a drawing list;

(b) Project plan indicating the Project Right of Way limits, including any additional properties that the Proposer intends to acquire, expansion joint locations and structure/pier articulation (fixed or expansion);

(c) Project elevation indicating expansion joint locations and structure/pier articulation (fixed or expansion);

(d) Project horizontal alignments for the mainline bridge and all impacted roadways up to the proposed limits of Construction Work and Demolition Work. Horizontal alignments shall indicate at a minimum: Project limits, a mathematized baseline/centerline stationed at 100 feet, a table of all baseline/centerline geometry in the Project coordinate system such that the alignments can be laid out and verified, required cross slopes and transitions with stationing, expansion joint locations, approximate scupper locations, Project Right of Way;

(e) Project vertical profiles and geometry coordinated with the horizontal alignments described in clause (d) above. Structural depths, all clearances above and below the vertical profile, all utilities to be relocated, approximate foundation tip elevations and rock line shall be shown;

(f) Plan and elevation of the Main Bridge showing all span lengths and clear span lengths, structural depth, required clearances, fender systems;

(g) Typical backspan and main span cross sections for the Main Bridge without mass transit with all geometry and clearance envelopes shown;

(h) Ultimate Configuration cross section and details of the Main Bridge showing the inclusion of mass transit;

(i) Main Bridge tower and backspan foundation layouts;

(j) Main Bridge and backspan foundation type details with estimated tip elevations;

(k) Plan and elevation of the Main Bridge towers with all geometry and clearances;

(l) Main Bridge tower cross sections and geometry;

(m) Backspan pier geometry and cross sections;

(n) Main Bridge cable and superstructure layout;

(o) Concept of cable anchorage details to deck and towers;

(p) Plan and elevation of the New Jersey and New York approach bridges indicating structural depths, clearances, expansion joint locations and structure/pier articulation (fixed or expansion) as well as foundation type, and rock line;

(q) Typical cross sections for the New Jersey and New York approach bridges;

(r) Foundation layout plan for the New Jersey and New York approach bridge foundations indicating Project Right of Way lines, existing structures, existing utilities, stand-off distances and special conditions identified by the Proposer;

(s) New Jersey and New York Foundation types and details including approximate tip elevations;

(t) New Jersey and New York Pier plan, elevation and cross sections indicating all geometry;

(u) Plan and elevation of the New Jersey Turnpike bridges indicating structural depths, clearances, expansion joint locations and structure/pier articulation (fixed or expansion) as well as foundation type, and rock line;

(v) Typical cross sections for the New Jersey Turnpike bridges;

(w) Foundation layout plan for the New Jersey Turnpike approach structure foundations indicating Project Right of Way limits, roadway lines, utilities and special conditions identified by the Developer;

(x) Foundation types and details for the New Jersey Turnpike approach structure;

(y) Pier elevations and cross sections for the New Jersey Turnpike approach structure;

(z) New Jersey and New York abutment layout and details;

(aa) Plan and cross sections indicating utilities to be carried by the Replacement Bridge, their location and access. Utilities to be carried by the Replacement Bridge may be found in the Requirements and Provisions for Work;

(bb) Preliminary drawing(s) that outlines the inspection and maintenance access for all structures;

(cc) Preliminary drawings of roadway and aesthetic lighting layout and details;

(dd) Preliminary drawing of roadway drainage devices, downspouts and locations;

(ee) Preliminary drawing of ancillary items including roadway barriers, pedestrian/bikeway railings, fencing, signs and sign gantries;

(ff) ITS concept drawings indicating the location of all ITS components and a one line diagram;

(gg) Construction staging plans showing each phase of work identified as separate stages, items of work to be included within each stage and include a graphical schedule showing the general durations of each stage in Calendar. Construction staging plans shall show adequate details of staging for the New Jersey Turnpike approaches and the Main Bridge. Additionally the staging plans shall be consistent with the Project ROW Turnover Schedule;

(hh) Maintenance and Protection of Traffic drawings shall be provided for the New Jersey interchange, New Jersey Turnpike and New York tie-ins as a minimum;

(ii) Drainage plans showing existing topography, proposed stormwater management facilities, major existing drainage systems, new drainage systems, facilities to be re-used and utilities;

(jj) Drawings for the alignment, vertical profile and drainage of Western and Gulf Avenues as per the requirements of this section for such drawings;

(kk) Plans and cross sections for the New Jersey and New York construction access roads, showing the conversion of the New York construction access road into the permanent access road;

(ll) Preliminary Travis Spur Rail Bridge plans: Plans shall be adequate to demonstrate the structure type, structure layout, foundation layout and types, all temporary works required as well as the construction and demolition staging requirements to replace the Existing Bridge while maintaining rail and vehicle traffic. The plans must indicate the relationship of the new pier within the alignment and future transit corridor as well as indicate all geometry; and

(mm) Preliminary demolition plans including staging details for the Existing Bridge, New Jersey Turnpike structures and the existing fender system.

2.2.5 ***Concept Design Visualizations***

The visualizations provided as part of the Conceptual Design shall accurately reflect the Conceptual Design Proposal and shall address any matters that may have been communicated to all Proposers by means of Addenda following the ISoP process.

The visualizations shall be colored representations of the Replacement Bridge submitted in Part 5 of the Technical Proposal as follows:

(a) Utilizing base photographs to be provided by the Authority:

(i) Oblique aerial view of the Replacement Bridge;

(ii) Oblique aerial view depicting the Ultimate Configuration of the Replacement Bridge showing the inclusion of mass transit;

(iii) From the New Jersey Turnpike looking North;

(iv) From South Front Street looking towards the Main Bridge west tower and foundation;

(v) From Staten Island looking North; and

(vi) From the Arthur Kill Looking South.

(b) Utilizing appropriate backgrounds from the Proposer's 3D model for high quality architectural renderings:

(i) A view of the underside of the Main Bridge from the vicinity of South Front Street;

(ii) A view taken from the sidewalk/bikeway looking towards the Main Bridge towers that includes the pedestrian railing and vehicle barrier;

(iii) Views of any visually exposed foundation elements and plinths associated with the main towers;

(iv) Drive through views on the approaches to the Main Bridge and on the Main Bridge showing the towers and cable system;

(v) Views of the deck edge details and the cable anchorage system at deck level;

(vi) Night views of the Replacement Bridge in elevation; and

(vii) Drive through views during the night on the approaches to the Main Bridge and on the Main Bridge showing the towers and cable system.

The night views of the Replacement Bridge shall show the Proposer's concept for architectural lighting of the Replacement Bridge.

2.3 Preliminary Project Management Plan

The Proposer shall submit a preliminary Project Management Plan (PMP) as described below, in a form suitable for incorporation into the Project Agreement. The preliminary PMP shall identify the managerial approach, strategy and quality procedures to design, construct and maintain the Project and meet the requirements of the Project Documents. The preliminary PMP shall be considered a draft document for the purpose of conveying the overall philosophy of the Proposer, and shall be expanded and/or amended throughout the Project as specified in the Project Documents, or directed by the Authority. Section 2 of the Requirements and Provisions for Work includes a minimum PMP table of contents, a submittal schedule which identifies the expectations for submission, review and approvals of the PMP subsequent to Commercial Close.

The Proposer's preliminary PMP shall include the following components as a minimum:

(a) Organization Structure: The Proposer's organizational roles and responsibilities for the Key Personnel and all Key Contractors shall be identified consistent with the summary organizational charts described at the end of this section;

(b) DBE or MBE/WBE Utilization: A description of the Proposer's approach to achieving the DBE or MBE/WBE participation goals, as applicable, during the design and construction of the Project or demonstrate a good faith effort to meet such goals, in accordance with Attachment 9 of Exhibit 17 (*Additional Federal Requirements*) of the Project Agreement or Section 9.3 of the Project Agreement, as applicable;

(c) Quality Management: The Proposer's concept of quality management for the Design Work, Construction Work, Demolition Work and Maintenance Work, with a narrative describing the roles and responsibilities for key QA/QC personnel during the design and construction phase and the inter-relationship and relative authority within the Proposer's organization of QA/QC staff, design and construction staff. The Proposer shall identify the Bridge Check Engineer and its Key Personnel responsible for peer reviews (as described in Section 2 of the Requirements and Provisions for Work). The Proposer shall identify the Construction Engineering & Inspection (CEI) entity, its Key Personnel and their roles and responsibility in accordance with Section 2 of the Requirements and Provisions for Work. Three (3) summary QA/QC organization charts (on 11"x17" sheets) shall be provided separately for the Design Work, the Construction Work (and Demolition Work) and the Maintenance Work, clearly defining to whom the QA/QC staff shall report within the Proposer's organization. The Proposer shall provide resumes (maximum of two (2) 8 1/2"x11" pages) for all Key Personnel associated with QA/QC. The resumes shall be submitted as appendices in Part 5 of the Technical Proposal and shall not count towards the page limit for Parts 1 through 4 of the Technical Proposal;

(d) Visual Quality: A description of the Proposers approach to ensuring that the Project's Visual Quality Requirements will be met, including the role, responsibility and authority of the Visual Quality Manager within the Developers organization, ensuring that the

Developer's obligations with respect to the Authority's commitments given under the Memorandum of Agreement with the New Jersey and New York State Historic Preservation Offices (SHPOs) will be met and ensuring that the design concept will be realized during the construction and ongoing maintenance of the Project. Refer to Section 21 (Visual Quality) of the Requirements and Provisions for Work for detailed requirements of the Visual Quality Plan;

(e) Design Management: The Proposer's concept of design management including a description of how design personnel will interface with the construction and maintenance organizations to enhance and expedite the design process, in accordance with the Proposer's quality management plan;

(f) Utilities Management: A description of the Proposer's utility coordination team and their approach to addressing utilities management which shall include utility coordination meetings, utility coordination plans, utility relocation, utility adjustment agreements, process to resolve utility conflicts and utility tracking report and on-going monitoring and compliance records tracking system. Proposers shall also address their approach to Utility Agreements, Utility Adjustment Agreement Amendment and overall coordination with the affected Utility Owners and their contractors throughout the various phases of the Project;

(g) Traffic Management: A description of the traffic management concept to be used during the course of Construction Work, Demolition Work and Maintenance Work which shall identify proposed construction phasing/sequencing, including temporary closures or detours, that accounts for all work restrictions and coordinates with all third party requirements, emergency access plan for emergency services and a strategic plan which considers the Project within the wider road network to minimize traffic impact to local and connecting roads. Proposers shall also describe their approach to coordination of lane or ramp closures, track outages and navigation channel impacts with each of the affected jurisdictional stakeholders;

(h) Construction Management: A description of the construction management concept to be used, including (i) the interface with the QA/QC organization with particular emphasis on the inspection of Project elements and material testing; (ii) the approach to addressing constructability, durability, maintainability and environmental compliance in the design and construction processes, with particular emphasis on structural elements; (iii) the approach how the Proposer will plan and control the Project, including the scheduling of the work to meet contractual milestones; (iv) the approach how the Proposer will interface with third party entities, stakeholders and the public during the Construction Period, including but not limited to the following activities: plans and permits review; progress, workshop, partnering; construction engineering and inspection;

(i) Environmental Management: A description of the Proposer's approach to meeting the Environmental Commitments outlined in the Project Documents, and approach to environmental permitting required for the Project (to include drainage permits and all other significant permits) including a list of all required permits;

(j) Health and Safety: A description of the Proposer's approach to safety, for both employees of the Developer and the public, including the designation of a full time safety office, emergency preparedness procedures and site security;

(k) Operations: The Proposer's operation concept for the Project including a description of its quality assurance and quality control procedures, communication and coordination with the Authority and other parties including police and emergency services; how the Proposer plans to manage the impact of extreme weather conditions on the Project, response to incidents and emergencies, procedure for managing traffic including periods of closures due to incidents, emergencies, repairs or planned maintenance activities, and approach to monitoring operational performance, monitoring and reporting to the Authority the unavailability of any travel lanes and the recording and reporting of non-compliance; and

(l) Maintenance: A description of how the Developer's maintenance and operation organization will interface with the construction personnel in the commissioning of the Project and taking over the specified maintenance and operational services from the Authority. The Proposer's maintenance concept for the Project including a description of its quality assurance and quality control procedures, approach to communication internal to their maintenance team members and with the Authority and other parties, procedures for routine and non-routine inspections, identifying defects and undertaking repairs within the response periods, procedure for recording and reporting of non-compliance, fulfillment of all contractual reporting requirements, an outline description of the maintenance and management system, and approach to lifecycle maintenance to effectively plan routine maintenance and renewal work and ultimately meet the Handback Requirements.

The preliminary Project Management Plan shall include three (3) summary organization charts (on 11"x17" sheets) illustrating the Proposer's Key Personnel and their prospective roles and responsibilities along with other Key Contractors having a material role in the Project in connection with the Design Work, the Construction Work, Demolition Work and the Maintenance Work. The Proposer's organizational charts shall meet the requirements as set forth in Section 1.8 of the ITP for any changes to the Proposer's organization or Key Personnel. The Proposer shall provide resumes (maximum of two 8 ½"x11" pages) for all key design, construction and maintenance personnel and shall contain the same level of information as requested in the SOQ. The resumes shall be submitted as appendices in Part 5 of the Technical Proposal and shall not count towards the page limit for Parts 1 through 4 of the Technical Proposal. The three (3) organization charts described above shall be provided for:

(i) the proposed design organization, indicating the responsibilities and structure of the design staff, down to and including discipline leads and the staff positions proposed in each discipline;

(ii) the proposed construction organization, indicating the responsibilities and structure of the construction staff, down to and including field superintendents and the staff positions proposed under each field superintendent for all shifts; and

(iii) the proposed maintenance organization, indicating the responsibilities and structure of the Maintenance staff, down to and including the roadway, bridge and ITS discipline leads for the Maintenance Work.

2.4 Preliminary Project Baseline Schedule

2.4.1 Preliminary Project Baseline Schedule

The Proposer shall submit a Preliminary Project Baseline Schedule which depicts the Proposer's proposed work plan to complete all Design Work, Construction Work, Demolition Work and Maintenance Work under the Project Agreement. The Preliminary Project Baseline Schedule shall be a logic-based Critical Path Method schedule developed in accordance with the scheduling requirements of the General Conditions and will be the basis for the Project Baseline Schedule. The Preliminary Project Baseline Schedule shall include logical relationships for all the Design Work and major components of the Construction Work and Demolition Work and other critical events that demonstrate accomplishment of NTP 1, NTP 2, NTP 3, NTP 4 and D&C Work Completion in accordance with the applicable Completion Deadlines as defined in the Project Agreement. The Preliminary Project Baseline Schedule shall meet the following requirements and be in conformance with the scheduling requirements defined in the Technical Requirements:

(a) The Preliminary Project Baseline Schedule shall be submitted in color hardcopy format (11"x17") and Oracle Primavera Project Management (P6) electronic format (.XER);

(b) The Preliminary Project Baseline Schedule shall clearly illustrate the sequencing and timing of summary level activities that are consistent with the Authority's Project ROW Turnover Schedule identified in Exhibit 2 of the Project Agreement and represent the major phases that comprise the D&C Work and Maintenance Work;

(c) The Preliminary Project Baseline Schedule shall identify all activities of D&C Work necessary to demonstrate the coordination of design, Project Right of Way Turnover and the construction of all components;

(d) The Preliminary Project Baseline Schedule shall identify all activities to be performed by all involved entities including, at a minimum the following information:

(i) For D&C Work:

(A) All Design Work to the activity level;

(B) All Construction Work to the component level;

(C) Demolition Work activities which include Main Bridge, approach structures, New Jersey Turnpike structures, Travis Spur Rail

Bridge Replacement and other areas of work that comprise the Project;

(D) Any required legislative activities;

(E) Project development and public involvement;

(F) Procurement of materials activities;

(G) Environmental compliance activities (including remedial action);

(H) Financial activities;

(I) Environmental permitting activities;

(J) Preliminary engineering activities;

(K) Utility relocation activities;

(L) Traffic management stages;

(M) NTP and Completion Deadlines;

(N) Scheduled Milestone Dates for Substantial Completion, Final Acceptance and Demolition Completion; and

(ii) For the Maintenance Period:

(A) Major Maintenance Work events;

(B) Major Handback events; and

(C) End of Maintenance Period;

(e) The Preliminary Project Baseline Schedule shall be developed accounting for any work restrictions, long-lead time activities and/or restraints that may impact the timing or phasing of Work; and

(f) The Preliminary Project Baseline Schedule shall clearly set forth the date by which the Proposer proposes to reach Service Commencement, Substantial Completion, Final Acceptance, and Demolition Completion.

The Authority's review of a Proposer's Preliminary Project Baseline Schedule in no way prejudices the review and approval of the Project Baseline Schedule following Successful Proposer Selection and Commercial Close in accordance with the Technical Requirements.

2.4.2 *Preliminary Project Baseline Schedule Narrative Report*

The Preliminary Project Baseline Schedule Narrative Report shall describe the basis of the Proposer's overall work/plan to complete all D&C Work and Maintenance Work required in accordance with the Project Documents. It shall include, at a minimum, the following information:

(a) Explanation of the overall plan to complete each major phase of the Project;

(b) The basis for and assumptions used in preparing the Preliminary Project Baseline Schedule;

(c) Key milestone dates to indicate progress of the Work;

(d) Identification of the controlling items of the Work;

(e) Identification of the Work to be completed during each construction season and contingencies built into the schedule allowing for weather and other seasonal delays;

(f) A description of potential restraints, risks and limitations (e.g., utility, permitting issues, and remedial action) and a proposed plan to mitigate any potential impacts;

(g) A description of critical and near critical activities;

(h) A description of the transfer of traffic/partial completion;

(i) Identification of calendars, anticipated activities requiring night work, temporary closures/detours, holidays and other non-work days and any planned contingencies;

(j) Permits, utility relocations and required coordination;

(k) Plan for submittal and review process, as described in Section 2 of the Requirements and Provisions for Work;

(l) Anticipated order and delivery dates of long-lead item material and equipment; and

(m) Plan for mobilizing Key Personnel, equipment, material, and supplies which is consistent with the Preliminary Project Baseline Schedule.

2.5 Confidential Priviledged Information

The Proposer shall clearly mark and submit, under separate cover, those portions of its Conceptual Design Proposal that are designated Confidential Privileged Information in accordance with the requirements set forth in Exhibit J Attachment 2 (PIPP) of this ITP and Section 6.11 of the Authority's CAD Standards as applicable. The Confidential

Privileged Information shall include the following parts as described below in this Section 2.5.

2.5.1 Structural Security Conceptual Design Narrative

The Structural Security Conceptual Design Narrative shall contain sufficient information to familiarize the Authority with the Proposer's Technical approach and its ability to satisfy the requirements of Section 3.4.3 and Section 14.7.2.3 of the Requirements and Provisions for Work. The Proposer shall limit the Structural Security Conceptual Design Narrative to no more than 30 pages (15 sheets double-sided) inclusive of text, selected photographs, and/or sketches.

2.5.2 Confidential Priviledged Conceptual Design Drawings

The Confidential Privileged Conceptual Design Drawings shall include any conceptual design drawings which describe in detail: (i) the security requirements set forth in Section 3 of Part II Volume 2 of the RFP; (ii) vulnerabilities or defeating proposed security systems; (iii) stay cable details, tower or pier reinforcing, tower or pier details indicating if solid or hollow section; and (iv) any other element of conceptual design which the Proposer designates Confidential Privileged Information in accordance with the requirements of the PIPP.

The number of Confidential Privileged Concept Design Drawings necessary to meet the requirements of this RFP and compliment Part 5 Appendices (a) of the Technical Proposal shall be at the Proposer's discretion.

Exhibit E-2

TECHNICAL PROPOSAL EVALUATION CRITERIA

1. CONCEPTUAL DESIGN REPORT

The Conceptual Design Report shall:

(a) address each of the issues listed in (a) to (l) of Section 2.2.1 of Exhibit E-1; and

(b) demonstrate compliance with the Project Documents.

2. TRAVIS SPUR RAIL BRIDGE STATEMENT

The Travis Spur Rail Bridge Statement shall:

(a) address each of the issues listed in (a) to (h) of Section 2.2.2 of Exhibit E-1; and

(b) demonstrate compliance with the Project Documents.

3. DEMOLITION STATEMENT

The Demolition Statement shall:

(a) address each of the issues listed in (a) to (i) of Section 2.2.3 of Exhibit E-1; and

(b) demonstrate compliance with the Project Documents.

4. CONCEPTUAL DESIGN DRAWINGS

The Conceptual Design Drawings shall:

(a) include drawings containing the features listed in items (a) to (mm) of Section 2.2.4 of Exhibit E-1 presented according to the requirements of Exhibit E-1;

(b) be a clear and comprehensive set of drawings including title block, scales, and labeling; and

(c) demonstrate compliance with the Project Documents.

5. CONCEPTUAL DESIGN VISUALIZATIONS

Conceptual Design Visualizations shall:

(a) include the visualizations listed in Section 2.2.5 of Exhibit E-1;

(b) reflect the content of the Conceptual Design Drawings; and

(c) demonstrate compliance with the Visual Quality Requirements of the Requirements and Provisions for Work.

6. PRELIMINARY PROJECT MANAGEMENT PLAN

The preliminary Project Management Plan shall:

(a) at a minimum, address each of the components listed in (a) to (l) of Section 2.3 of Exhibit E-1;

(b) include the summary organization charts that clearly identify roles, responsibility and reporting lines and demonstrate a well integrated design-build-maintain team that will effectively manage all Project risks;

(c) be presented in a coherent manner that would allow the successful Proposer's Project Management Plan to be developed according to the requirements of Section 2 of the Requirements and Provisions for Work;

(d) demonstrate compliance with the Requirements and Provisions for Work;

(e) demonstrate an approach which will ensure that the Authority's requirements will be met at all times;

(f) demonstrate an approach that is consistent with the allocation of risk in the Project Documents and will facilitate early identification and mitigation of key Project risks;

(g) demonstrate that the Authority will be able to adequately and efficiently oversee the Project utilizing its planned oversight and administrative organizational structure, minimizing risk to the Authority that it will need to implement unplanned oversight to identify and rectify defects; and

(h) Identify a satisfactory strategy to address deficiencies or trends indicating declining quality, providing confidence to the Authority that Proposer will self-identify and correct adverse trends without the need for Authority intervention.

7. PRELIMINARY PROJECT BASELINE SCHEDULE

The preliminary Project Baseline Schedule shall:

(a) contain the information listed in (a) to (f) of Section 2.4.1 of Exhibit E-1;

(b) be consistent with the content of the Conceptual Design Proposal;

(c) demonstrate compliance with the Technical Requirements; and

(d) contain appropriate logic links and sufficient detail to demonstrate a complete understanding of the Project's D&C Work.

8. PRELIMINARY PROJECT BASELINE SCHEDULE NARRATIVE REPORT

The preliminary Project Baseline Schedule Narrative Report shall:

(a) contain the information listed in (a) to (m) of Section 2.4.2 of Exhibit E-1;

(b) be consistent with the content of the Preliminary Project Baseline Schedule;

(c) be consistent with the content of the Conceptual Design Proposal;

(d) demonstrate compliance with the Technical Requirements; and

(e) demonstrate an approach that enables early identification and mitigation of potential delays.

9. CONFIDENTIAL PRIVILEDGED INFORMATION

The Confidential Priviledged Information shall:

(a) contain the information listed in Section 2.5 of Exhibit E-1;

(b) demonstrate compliance with the PIPP as set forth in Exhibit J Attachment 2 of this ITP; and

(c) demonstrate compliance with the Project Documents.

Exhibit F

Exhibit F-1

FINANCIAL PROPOSAL INSTRUCTIONS

1. GENERAL INSTRUCTIONS

The required contents and organization of the Financial Proposals are presented in this Exhibit F-1 and summarized in the Financial Proposal Checklist provided in Exhibit C. Proposers are required to submit all the information set out in this Exhibit F-1 in the organization and format specified herein and in the order set forth in Exhibit C. A copy of the Financial Proposal Checklist shall be included in the Financial Proposals. Proposers shall not amend the order or change the contents of the checklist except to provide the required cross-reference to its Financial Proposal.

2. REQUIRED CONTENTS OF THE FINANCIAL PROPOSAL

Each Financial Proposal must include each of the components described below:

(a) Duplicate copies of the executive summary and related organizational tables/charts delivered with the Administrative Proposal in accordance with Section 2.1 of Exhibit D-1;

(b) A Financial Plan comprised of the following items:

(i) A Financial Plan Memorandum in accordance with Section 4.1 below;

(ii) A Financial Plan Summary, consisting of the Pro-Forma Tables, in accordance with Section 4.2 below;

(iii) Debt Term Sheets in accordance with Section 4.3 below;

(iv) Rating Agency Letter(s) (if applicable) in accordance with Section 4.4 below;

(v) Debt Commitment Letters in accordance with Section 4.5 below;

(vi) Evidence of Equity Investment commitment in accordance with Section 4.6 below; and

(vii) Supplemental Creditworthiness Information in accordance with Section 4.7 below;

(c) An envelope containing the original(s) of the Proposal Security bond or letter(s) of credit, as applicable, satisfying the requirements set forth in Section 5.6.1 of this ITP;

(d) A separate envelope containing the Price Proposal substantially in the form of Form J;

(e) A Schedule of Values substantially in the form of Form K; Proposers should note that, pursuant to Section 6.6.2 of the ITP, the Authority may request additional information from a Proposer to verify and determine the commercial reasonableness of the amounts reflected in its Schedule of Values; and

(f) The following submittals relating to the Preliminary Financial Model:

(i) An electronic copy of the Preliminary Financial Model in accordance with Section 5.1 below;

(ii) An Assumptions and Instructions Book in accordance with Section 5.2 below; and

(iii) A copy of the preliminary Model Audit Report, in accordance with Section 5.3 below, dated no earlier than seven (7) days before the Financial Proposal Due Date (the Authority does not need to be an addressee for the purposes of this preliminary Model Audit Report).

(g) The Financial Proposal shall include a copy of the correspondence (if any) issued by the Authority approving any Financial Organizational Change, as required by Section 1.8 of the ITP. If the Proposer includes any such correspondence, it shall also include a brief description (two (2)-page maximum) of these changes.

3. FORMAT AND ORGANIZATION

(a) All submittals are subject to the format requirements of Section 5.3 of this ITP.

(b) Each electronic copy of the Preliminary Financial Model shall be provided on CDs, DVDs or a USB flash drive, and the electronic version which is to be considered the original Preliminary Financial Model shall be labeled "Preliminary Financial Model ORIGINAL".

(c) Each Financial Proposal shall consist of two (2) hard copy binders (plus the electronic copy of the Preliminary Financial Model and the envelopes separtely containing the original(s) of the Proposal Security and the Price Proposal), organized and structured with divider tabs in the following sequence:

(i) Binder 1 – Financial Plan

(A) Divider Tab A:

(1) Copies of the executive summary and related organizational tables/charts

(2) Financial Plan Memorandum

(3) Financial Plan Summary – Pro-Forma Tables

(B) Divider Tab B:

(1) Debt Term Sheets

(2) Rating Agency Letters (if applicable)

(3) Debt Commitment Letters

(4) Evidence of Equity Investment commitment

(5) Supplemental Creditworthiness Information

(ii) Binder 2 – Other Financial Proposal Information

(A) Divider Tab A:

(1) Copies of the Proposal Security documents

(2) Schedule of Values

(B) Divider Tab B – The Preliminary Financial Model:

(1) Assumptions and Instructions Book

(2) Preliminary Model Audit Report

(d) The Price Proposal shall be submitted in a separate envelope.

4. FINANCIAL PLAN

4.1. Financial Plan Memorandum

The Financial Proposal shall include a Financial Plan Memorandum that contains the following:

4.1.1. Overview

A 2-page narrative overview of the Proposer's Financial Plan, including a summary of (a) the projected total revenues and expenditures for the Developer; (b) the amount to be obtained from each source of debt and equity financing and the identity of the provider thereof; (c) drawdown, repayment and distribution terms and schedules; (d) interest rates; (e) return assumptions; and (f) a succinct description of creditworthiness, drawdown priority and cash-flow waterfall seniority considerations.

4.1.2. Project Structuring Information

In addition to the amounts (for each time period) provided in the Preliminary Financial Model and the Assumptions and Instructions book, the Proposer will provide the following information:

(a) Term sheets or draft agreements for each of the Key Contracts with Major Participants (excluding credit support documents or guarantees) that Developer will enter into, including, at a minimum: the design-build subcontract(s) and the Maintenance Work subcontract(s), if applicable, which shall reflect the agreed position on the following commercial terms: scope of work, completion deadlines under the design-build subcontract, warranties, payment provisions, liquidated damages, limitations on or exclusions from the subcontractor's liability, bonds, bank and/or corporate guarantees, security package, and insurance;

(b) Details about the upfront development and pursuit costs:

(i) Identified source(s) of financing for which such costs are an eligible use of proceeds (the Proposer must include an explanation for any expenses that will be considered "ineligible" under any Funding Agreement (e.g., TIFIA loan agreement));

(ii) Up-front fees to be payable in connection with any Project Debt and Deferred Equity LCs, including fees for loan arranging, bond underwriting, letter(s) of credit, guarantee(s) or other financing fees;

(iii) Non-financing expenses such as Proposal development costs (including design and engineering work), legal, accounting, tax, financing and other advisory fees, Lenders' due diligence expenses (including an estimate of FHWA's expenses, to the extent provided by the Authority or in the Baseline TIFIA Term Sheet); and

(iv) Details regarding the nature of the services or work provided and the payee(s) of any expense item in excess of $1 million (an unspecific expense item (in particular, those categorized broadly as "other", "general development", "sponsors", "consortium", "contingency" or similar descriptions) can only be used to group amounts with a combined value of less than $500,000; provided that a general expense item that is explained in detail will not be subject to the $500,000 cap amount);

(c) Rationale for the funding or drawdown of reserve accounts, including funding and release timing and sources and/or the use of substitute letters of credit;

(d) An Insurance Plan comprised of the following items (which must satisfy the requirements set forth in Article 19 of the Project Agreement):

(i) a reasonably detailed description of each of the insurance policies the Proposer proposes to obtain for the Construction Period, which must include, at a minimum, the following policies:

(A) Builder's Risk insurance;

(B) an Environmental insurance program, with (1) Environmental Site Liability coverage and (2) Contractor's Pollution Legal Liability;

(C) Commercial General Liability insurance;

(D) Workers' compensation insurance, as required by any governmental authority or legal requirement;

(E) Employers Liability coverage;

(F) Automobile Liability insurance; and

(G) Professional Liability insurance.

(ii) a reasonably detailed description of each of the insurance policies the Proposer proposes to obtain for the Maintenance Period.

The descriptions of each insurance policy must include, at a minimum, a summary of the key terms of each policy, including all payment terms, expected coverage limits, deductible amounts, estimated premiums (the estimated premium to be paid for each insurance policy shall be separately identified), expected premium increases, expected tax payments for each policy, and anticipated timing of renewals;

(e) Local, state and federal tax treatment, including tax rates, revenue (including for DFA Payments) and expense recognition, taxation of distributions, and other relevant assumptions;

(f) Macroeconomic (including inflation) assumptions;

(g) An assessment of potential impacts and a description of mitigation measures related to any refinancing risk that may be contained in the Financial Plan; and

(h) Post-Financial Close interest rate hedging strategy and the risk mitigation strategy with respect to inflation (if any).

4.1.3. *Developer's Revenues and Cash-flow Waterfall*

The Proposer shall describe all sources of revenue, including the Authority Payments.

In addition, the Proposer will provide a detailed, step-by-step description of how, and in which order, such revenues will be applied to pay Project expenses. The Proposer must also describe funds which may be used to supplement such revenues (e.g., insurance proceeds, security packages, and reserve funds) as and when needed during the Construction Period and Maintenance Period.

4.1.4. Financing Sources

The Proposer will provide the following details regarding its Project financing structure:

(a) In relation to its equity resources, the Proposer shall:

(i) Describe its approach to investing equity (using one or more instruments) to satisfy the requirements set forth in Section 2.4.12 of the Project Agreement and, if applicable, reducing the equity amount (or otherwise decreasing the Construction Equity Ratio) upon the D&C Work Completion Date or any other subsequent date;

(ii) Describe the percentage of the total Equity Investment to be made by each Equity Member and each Equity Member's investment horizon. Describe any future equity transfers anticipated by any Equity Member(s), including those occurring at the close-off of investment funds should they mature before the end of the Project Term. To the extent Equity Investments (including any extensions of Equity Member Debt) or distributions/repayments will be made at different times by/to different Equity Members, details regarding the nature and timing of such arrangements, as well as the investment profile and return shall be provided for each Equity Member;

(iii) Describe the Proposer's Base Case Equity IRR build-up over the Project Term and the extent to which the Equity Members will retain an incentive to cause the Developer to perform all obligations under the Project Documents, including the Handback Requirements, through and until the end of the Project Term;

(iv) Provide the Developer's net profit distribution policies, including distributions arising from refinancing of debt or tax-related lease transactions; and

(v) State dividend restrictions assumed (if any) based on Lenders' requirements, applicable law, and accounting policies and rules.

(b) In relation to any Project Debt or Deferred Equity LCs, Proposers shall:

(i) List and describe each source of Project Debt and issuer of Deferred Equity LCs intended for use (e.g., bank loans, capital market securities, PABs, TIFIA loan, other government-sponsored or subsidized loans,

credit enhancements, any swaps or synthetic structures, letters of credit and subordinated facilities);

(ii) State the maximum leverage allowed by Lenders, and how it is being calculated, as well as all applicable debt service coverage ratio ("**DSCR**") requirements (annual, project life, loan life coverage ratios) with respect to average and minimum levels;

(iii) State the legal and average maturity of each Senior Debt facility, any principal or interest deferral periods and drawdown/availability periods;

(iv) State the cost of each Project Debt and Deferred Equity LC (including details of Benchmark Interest Rates, Base Interest Rates, credit spread assumptions and all other related fees) and, if used, credit enhancements, hedging instruments, and interest rate swaps (for each period, if applicable); and

(v) Describe the reserve accounts that the Proposer will establish pursuant to requirements under its Funding Agreements and the Project Agreement, including to ensure compliance with financial covenants in the Funding Agreements and the Handback Requirements.

4.1.5. *Sensitivity Analysis*

The Proposer shall include a sensitivity analysis in accordance with the following requirements that demonstrates the strength of its proposed Financial Plan. The Authority shall have the right to audit and review the Preliminary Financial Model to confirm the accuracy of the calculations provided by the Proposer.

(a) For the variables listed below, Proposers shall present the effect of these variations on both the expected Base Case Equity IRR and on the minimum and average DSCRs for the Senior Debt and for all other the Project Debt. For these calculations, the Proposer is to solve the Preliminary Financial Model to achieve the highest Base Case Equity IRR while the amounts of the Authority Payments are maintained (unless otherwise stated). The Proposer should state whether any financial covenants in any Funding Agreement would be breached under any of these scenarios.

(i) Operational Maintenance and SPV Costs: +20% and -20% of forecasted amounts (in each year that the Proposer projects such expenditures);

(ii) Capital Maintenance: +20% and -20% of forecasted amounts (in each year that the Proposer projects Capital Maintenance Expenditures);

(iii) Project completion schedule: 6 months and 12 months completion delay (not caused by Relief Events) behind the Original Substantial Completion Deadline; and 3 months and 6 months early completion in advance of the Original Substantial Completion Deadline;

(iv) Projected Authority Payments: -5% and -10% reduction in all expected Authority Payments earned as proposed in the Financial Plan, assuming those are related to unavailability or performance deductions;

(v) At least two scenarios involving combinations of the conditions described in clause (i) and clause (iv) of this Section 4.1.5(a), and two "worst case scenario" or "break even scenarios" (e.g., maximum decrease in payment earned before triggering an event of default under a Funding Agreement);

(vi) Base Interest Rate fluctuation (after Financial Close): the effects of a permanent change of -50 basis points, +50 basis points, +100 basis points, and +150 basis points in all rates (i.e., a parallel shift); and

(vii) CPI fluctuation (after the Commercial Close): the effects of a permanent change of -50 basis points, +50 basis points, +100 basis points, -100 basis points; if using a times series, a parallel shift in all applicable periods.

(b) For the following variables, the Proposer shall present the effect of these variations on the expected Base Case Equity IRR and on the minimum and average DSCR for the Senior Debt and Project Debt by solving the Preliminary Financial Model to achieve the highest Base Case Equity IRR, while the Authority Payments are maintained and the financial covenants set forth in the Funding Agreements are satisfied. In addition, the Proposers are to solve the Preliminary Financial Model to determine the lowest corresponding first annual DFA Payment (or any other optimization preference then expressed by the Authority with respect to the relative importance of minimizing each of the Price Components), while the Base Case Equity IRR is maintained and the Developer could satisfy the financial covenants set forth in the Funding Agreements; provided that the amortization profile of annual DFA Payments shall be retained (*i.e., the aggregate amount of the DFA Payment payable annually, beginning with the first year of the Maintenance Period, will escalate at 1.5% annually*) and the DFA Satisfaction Amount shall be recalculated in accordance with the methodology set forth in the Proposer's Preliminary Financial Model. The DFA Interest Rate shall be determined accordingly.

(i) Benchmark Interest Rate fluctuation (from ten (10) Business Days prior to the Financial Proposal Due Date to Financial Close): the effects of a decline in all Benchmark Interest Rates (i.e., a parallel shift) in 10 basis point intervals from -10 to -100 basis points, and an increase in all Benchmark Interest Rates in 10 basis point intervals from +10 to +100 basis points - Proposers that utilize multiple maturity debt facilities, such as with a bond financing, shall increase every rate in the term structure by 100 basis points (to account for each individual serial or term bond issuance); and

(ii) Increases in Capital Expenditures and Construction Period Operational Maintenance Expenditures due to Relief Events (without considering time

delay implications, Authority Payments adjustments or other financial implications related to those direct cost increases, and assuming compensation owed by the Authority is rolled into the DFA Satisfaction Amount): both 5% and 10% increases.

4.1.6. *Commercial Close and Financial Close Work Plan*

The Proposer shall provide the following information:

(a) A narrative description, with references as appropriate, demonstrating the Proposer's ability to satisfy the requirements relating to finalization of the Project Documents and achieve Commercial Close within the timeframes set forth in Section 8.1 of this ITP;

(b) A narrative description of its approach to and anticipated schedule for satisfying all conditions precedent set forth in Section 2.4 of the Project Agreement and achieving Financial Close within the timeframe set forth in Section 8.2 of this ITP, including the relative timing of Financial Close in relation to Commercial Close;

(c) If the Proposer uses a TIFIA loan as part of its Financial Plan, it shall provide a narrative description of outstanding issues and activities that would need to be addressed with the TIFIA JPO in order to reach Financial Close (including inter-creditor matters);

(d) A description of the actions the Proposer has taken and plans to take to ensure that Financial Close will occur no more than 180 days after the Successful Proposer Selection notice in accordance with Section 8.2(a) of the ITP;

(e) A description of alternative sources of debt or equity financing and when such financing could be secured in the event any portions of the Financial Plan cannot be delivered as described in the Financial Proposal;

(f) A description of the final marketing and pricing strategy associated with each source of Project Debt and issuance of a Deferred Equity LC, including considerations such as excess lending capacity, underwriter volume and price commitments, capital market liquidity, credit enhancement (if any) and placement or arranging/syndication approach; and

(g) A description of the measures the Proposer will take as an attempt to minimize the Authority's exposure to Benchmark Interest Rate changes during Bank Debt Rate Protection Period or Bond Rate Protection Period (as appropriate), including the Proposer's ability to switch between sources of Senior Debt or Base Interest Rates, when appropriate.

4.1.7. *Other Information*

Any other information relating to the Financial Plan that the Proposer considers to be material or valuable for offering the Authority a better understanding of its Financial Proposal.

4.2. Financial Plan Summary – Pro-Forma Tables

Proposers shall submit a Financial Plan Summary, consisting of, and substantially in the form of, the Pro-Forma Tables provided in Annex 1 of this Exhibit F 1 (collectively, the "**Pro-Forma Tables**"). All data provided in the Pro-Forma Tables must be generated by the corresponding Preliminary Financial Model mandatory worksheets, except for the data in Pro-Forma Table 3B – Debt Financing Data, which will come from the Debt Term Sheets. Proposers shall complete the Pro-Forma Tables in accordance with the instructions below.

4.2.1. General Instructions

(a) All data should be in inflated Dollars (in reference to the Proposal Reference Date).

(b) All data should be in gross amounts, excluding applicable sales tax in accordance with the exemption reflected in the General Conditions.

(c) There should not be double-counting on any given table.

(d) *"D&C Work Completion Quarter" and "D&C Work Completion Year"* refer to the quarter or year, as applicable, during which the D&C Work Completion Deadline identified in the Project Baseline Schedule occurs.

(e) *"Substantial Completion Year"* refers to the year during which the Original Substantial Completion Deadline identified in the Project Baseline Schedule occurs.

(f) *"Project Term Year"* refers to the last year of the Project Term.

(g) *Cash Flow Available for Debt Service* ("**CFADS**") should be calculated in a manner that is consistent with the equivalent (or substantially similar) concept in the Proposer's Debt Term Sheets.

(h) Non-material changes to Pro-Forma Table 3C, including the alteration or addition of line items not currently reflected, will be permitted to ensure consistency with each Proposer's Debt Term Sheets. However, the general format of such Pro-Forma Table and the requested information must be presented as set forth in Pro-Forma Table 3C provided in Annex 1 to this Exhibit F-1.

4.2.2. Pro-Forma Table 1A and 1B – Quarterly and Annual Construction Period Sources and Uses Analysis

(a) Do not include any amount related to Operational Maintenance or Capital Maintenance. The only expenses incurred after the Original Substantial

Completion Deadline are those Capital Maintenance Expenditures incurred between the Original Substantial Completion Deadline and the D&C Work Completion Deadline.

(b) *A. Capital Expenditures (excluding development and pursuit costs)*: the total amount should be consistent with the amount shown for Capital Expenditures in the Schedule of Values (Form K); provided that, such amount must be reflected in year-of-expenditure Dollars and each Proposer must indicate its inflation assumptions.

(c) *B. Development and pursuit costs*: expenses incurred by the Proposer/Developer in connection with services or work provided prior to and including Financial Close to develop the Proposal and subsequently reach Financial Close.

(d) *D. Construction period SPV Costs (excluding insurance expenses)*: all SPV Costs of the Developer to be incurred during the Construction Period (excluding any amounts incurred in connection with insurance policies), including rating agency fees, general and administration costs and ad-hoc services.

(e) *G. Ongoing financing fees*: commitment fees and credit enhancement fees.

(f) *H. Interest expense*: do not net out with interest income in row Q.

(g) *L and S Totals*: total quarterly, annual and accrued uses figures must equal total quarterly, annual and accrued sources figures, respectively.

(h) *M. Senior Debt:* Should multiple Senior Debt facilities be used, please adapt the table to provide details for each Senior Debt facility.

(i) *Q. Interest income during Construction Period*: includes interest income earned on unutilized proceeds of Project Debt. Do not net out with interest expense in row H.

(j) *R. Other sources*: additional sources/funds not stated in letters J, O, P or T.

(k) *T. Deferred Equity LCs*: all Deferred Equity LCs from one (1) or more Equity Members.

(l) *W. Construction Equity Ratio*: must comply with the requirement set forth in Section 2.4.11 of the Project Agreement.

4.2.3. *Pro-Forma Table 2 – Maintenance Period Capital Structure*

(a) Differentiate each cash-funded reserve or letter of credit.

(b) Differentiate interest expense, financing fees, principal amortization, outstanding balance, interest rate and capital charge for each Project Debt facility.

(c) "*Financing fees*" include hedging expenses, letter of credit fees, monoline fees, administrative agent and paying agent fees, commitment fees, Conduit Issuer fees (as determined by Developer with fees reflecting the Conduit Issuer selected to issue PABs, if any), and other financing costs and fees.

(d) Differentiate deposits to each cash-funded reserve, interest payable in respect of drawn letters of credit and principal payable in respect of drawn letters of credit.

(e) Do not include any amount incurred on or before the Original Substantial Completion Deadline.

(f) *Equity Investment* must be based on a cash-on-cash calculation, not on an accounting value.

4.2.4. Pro-Forma Tables 3B(i) and 3B(ii) – Debt Financing Data

(a) *Debt Facilities*: List Equity Member Debt facilities (if any) in Pro-Forma Table 3B(ii) separately from Project Debt facilities in Pro Forma Table 3B(i). In the case of debt facilities structured with multiple tranches or multiple maturities, provide information for the overall debt facility as well as each tranche or individual serial or term issuance.

(b) *Base Interest Rate(s)*: Include the Base Interest Rates for the variable part of interest, if applicable and fixed rate(s), if hedged (e.g., 5.2%). A multiple maturity debt facility (such as certain bond issuances) may be associated to more than one Base Interest Rate.

4.2.5. Pro-Forma Table 3C – Debt Coverage Ratios

(a) Do not include any amount incurred on or before the Original Substantial Completion Deadline.

(b) Estimate of the annual and average DSCR for Senior Debt and also Project Debt, which will be annually calculated as A/B for each, where:

(i) A = CFADS in each period; and

(ii) B = all debt service (i.e., principal and interest) payable with respect to Senior Debt or Project Debt (as applicable) in each period, including the repayments of principal and interest due, net of hedging costs during the period and other financial costs such as commissions and fees.

(c) Estimate of the annual and average Project Life Coverage Ratio ("**PLCR**"), which will be annually calculated as A/B, where:

(i) A = the aggregate of the net present value of future CFADS at any time, calculated using a discount rate equal to the weighted average cost of debt applicable at such time on all outstanding Project Debt; and

(ii) B = the aggregate of the remaining principal obligations of the Project Debt (including any interest accruals added to the principal amounts due) minus the balance of the debt service reserve account for the remaining portion of the Project Term.

(d) Estimate of the annual and average Loan Life Coverage Ratio ("**LLCR**") for Senior Debt and also Project Debt, which will be annually calculated as A/B for each, where:

(i) A = the aggregate of the net present value of future CFADS during the remaining debt term, calculated using a discount rate equal to the weighted average cost of debt applicable at this specific period on all outstanding Senior Debt or Project Debt, as applicable; and

(ii) B = the aggregate of the remaining principal obligations of the Project Debt (including any interest accruals added to the principal amounts due) minus the balance of any reserve account dedicated to debt repayment for the remaining portion of the Project Term.

4.2.6. Pro-Forma Table 3D – Cash-funded Reserves and Letters of Credit

Do not include any amount incurred on or before the Original Substantial Completion Deadline.

To the extent that a letter of credit is contemplated to be used to satisfy a reserve requirement, alterations may be made to this table, as needed.

4.2.7. OM and CM Payments

The Port Authority will treat the Developers' Operational Maintenance Payments as operating payments for its own budgeting and accounting purposes, and expects to be able to do so without adjustment. As such, the Developer's Operational Maintenance Payments should be commercially reasonable in the context of the Operational Maintenance Expenditure shown in the Developer's Financial Model and relative to the Schedule of Values.

Similarly, the Port Authority will treat the Developers' Capital Maintenance Payments as capital payments for its own budgeting and accounting purposes, and expects to be able to do so without adjustment. As such, the Developer's Capital Maintenance Payments should be commercially reasonable in the context of the Capital Maintenance Expenditure shown in the Developer's Financial Model and relative to the Schedule of Values.

Proposers should note that the Authority may request additional information to verify the commercial reasonableness of its Annual Operational Maintenance Payments and/ or Annual Capital Maintenance Payments, as necessary. The Proposers may, at their discretion, as part of their Proposals include an appropriate profit element in the the

Developers' Operational Maintenance Payments and the Developers' Capital Maintenance Payments.

4.3. Debt Term Sheets

The Proposer shall include copies of the final term sheets for each Project Debt facility (each, a "**Debt Term Sheet**"), the terms of which shall be agreed to be each Lender (as evidenced by each Lender's or underwriter's acceptance in its Debt Commitment Letter). Where drafts of Funding Agreements are available, those should be provided.

4.4. Rating Agency Letter(s)

Should the Financial Plan include a TIFIA loan or any issuance of securities by or on behalf of the Developer, the Proposer must provide indicative credit ratings by two Major Rating Agencies on the securities to be issued, the TIFIA loan and all other Senior Debt, and such ratings must meet the minimum statutory requirements for TIFIA credit assistance.

4.5. Debt Commitment Letters

The Financial Proposal shall include one or more letters (each, a "**Debt Commitment Letter**") from the Proposer's Lenders, including any underwriters, monoline insurers and government-sponsored or bank lenders, evidencing the relevant Lender's commitment to underwrite or provide the Project Debt facilities described in the Proposer's Financial Plan and assumed in the Preliminary Financial Model. The Authority recognizes that the nature of commitment available for bank and bond facilities will differ, however each Debt Commitment Letter must comply with the following requirements:

(a) describe the Project Debt facility (or facilities) and/or hedging instrument(s) the relevant Lender will be providing, and the amount(s) thereof, and for bond facilities, details of volume commitments;

(b) describe the Lender's intentions with respect to any placement, arranging/syndication, sell-down or other marketing activities related to part or all of the committed/underwritten amount, versus the amount the Lender anticipates it will ultimately hold;

(c) indicate that the Lender has reviewed the final RFP issued by the Authority, all applicable Addenda issued prior to the Financial Proposal Due Date, and the Baseline TIFIA Term Sheet (to the extent a TIFIA loan is assumed in the Proposer's Financial Plan), and that the Lender has completed all material aspects of its due diligence or all appropriate and necessary due diligence, including, in each case, financial, model, legal, technical, and tax reviews. The RFP, Baseline TIFIA Term Sheet (if applicable) and all other due diligence documents reviewed shall be listed in each Lender's Debt Commitment Letter;

(d) acknowledge and that the terms of the Baseline TIFIA Term Sheet (including the intercreditor terms attached thereto), as of the date of the Financial Proposal, are acceptable);

(e) confirm that (i) the required approvals have been obtained (and include any relevant evidence), (ii) such approvals are not, and will not be, subject to contingencies or conditions precedent (including, if applicable, that no modifications to the Baseline TIFIA Term Sheet are required), other than those customary for projects similar to the Project and (iii) drawdowns from the relevant Project Debt facility will not be subject contingencies or conditions precedent other than those customary for financings for projects similar to the Project (as described in the relevant Debt Term Sheet);

(f) include an anticipated date for Financial Close, a validity period for the commitment evidenced by the relevant Debt Commitment Letter, and indicate the extent to which (as applicable) volume commitments, credit spreads or other debt-related fees are locked or subject to market flex provisions through such anticipated date (or any other applicable date); and

(g) include, as applicable, the most recent ratings for the Lender providing such Debt Commitment Letter published by Major Rating Agencies and any rating actions which have occurred over the 12-month period prior to the date of such Debt Commitment Letter.

4.6. Evidence of Committed Equity Investment

The Financial Proposal shall include written documentation of action(s) taken by each Equity Member's board (or any other relevant corporate or governance body from which authorization is required), authorizing such Equity Member to submit the Proposal as a member of the relevant Proposer and acknowledging the Construction Equity Ratio requirement in Section 2.4.11 of the Project Agreement and the portion of the Committed Equity Investment such Equity Member will be required to provide if its Proposer becomes the Developer – such as board resolutions or investment committee resolutions and execution copies of or detailed term sheets for any contribution agreements or shareholder/member agreements that includes the detailed terms and conditions describing how and when the Commited Equity Investment will be provided by the Equity Members. Such actions or agreements, as applicable, should acknowledge the Project Agreement's equity transfer restriction provisions in Article 15 of the Project Agreement. Where a Deferred Equity LC or Equity Member Debt is to be used, the Financial Proposal shall include letter(s) of support from the relevant Eligible LC Issuer issuing the Deferred Equity LC or Equity Member, as applicable. Each Equity Member shall identify the exact funding source for such investment and demonstrate that all necessary funds will be readily available for the anticipated date of Financial Close (for example, CFO certification of fund availability).

4.7. Supplemental Creditworthiness Information

(a) *Updated Financial Statements*: Proposers shall include an electronic link to the most recent updated 2010, 2011 and 2012 (if any) financial statements and related information from all entities for which initial information was provided with the Proposers' SOQ or as part of a subsequent submission. Alternatively, for entities that are not publicly traded, the Financial Proposal may provide CDs or DVDs with the information in electronic format (in Adobe .pdf format) in lieu of providing an electronic link. Submittal requirements are the same as those set forth for financial statements in the RFQ.

(b) *Credit Rating*: If available, Proposers shall include the credit rating and rating actions taken over the 12-month period prior to the date of the Financial Proposal for each Equity Member, Major Non-Equity Member, Guarantor and, if applicable, each of the members of the joint venture comprising the Equity Member or Major Non-Equity Members from each Major Rating Agency covering any such entity as well as Dunn & Bradstreet (if applicable).

(c) *Chief Financial Officer Certification/Material Change Disclosure*: Each Proposer shall include a certification from the chief financial officer of each Equity Member, Major Non-Equity Member and Guarantor that there has been no material change in the Equity Member, Major Non-Equity Member and Guarantor's (as applicable) financial condition (e.g., a rating downgrade by a Major Rating Agency) or corporate form (e.g., significant mergers, acquisitions, or reorganizations) or market capitalization since the date of its SOQ submission. If there has been a material change to any entity's financial condition, corporate form or market capitalization, in lieu of providing a certification, the Proposer shall instead fully disclose the nature of the change that has affected that entity.

5. PRELIMINARY FINANCIAL MODEL AND RELATED MATERIALS

5.1. General and Structural Requirements

The Preliminary Financial Model, which generates the financial projections contained in the Financial Proposal, shall be an electronic file constructed in an MS Excel 2007 (or higher version) (English United States) compatible format and shall not require the use of external modules. Proposers are encouraged to make the Preliminary Financial Model as user-friendly as possible. The Preliminary Financial Model shall satisfy each of the following requirements:

(a) Each worksheet of the Preliminary Financial Model shall identify the version and the date of issue. If the Preliminary Financial Model MS Excel file is password-protected, the password shall be provided. No part of the Preliminary Financial Model (cell, column, row, sheet, macro or otherwise) shall be separately hidden, locked or protected with a password. The Preliminary Financial Model shall be formatted to facilitate printing (e.g., row and column headers should be on every page of the printout).

(b) Proposers are encouraged to avoid the use of circular references in calculations. When used, those shall be fully detailed and explained in the Assumptions and Instructions Book described in Section 5.2 below. For all macros, all programming code shall be made visible (i.e., not password protected), well structured and fully documented.

(c) Other than an optional title/disclaimer and/or instructions worksheet, the Preliminary Financial Model shall use only the following three (3) types of worksheets:

(i) Input worksheets – which shall include data and assumptions to be hard-coded but not calculations;

(ii) Calculation worksheets – which shall consist of the individual calculations that support each line of all outputs and reports. There shall be no duplication of calculations nor shall input cells be hard-coded in calculation sheets; and

(iii) Output worksheets (including the Pro-Forma Tables and graphs worksheets) – shall be used to display and generate model outputs. No input cells shall be hard coded in output sheets and no calculations, except for simple formulae such as sums and check totals should be performed here.

(d) Worksheet names shall be descriptive and not use spaces (e.g., titles such as "CashFlows" or "Cash_Flows" shall be used instead of "Cash Flows").

(e) A separate color coding scheme (e.g., blue font on yellow fill color) shall be consistently used for input cells and or cells that reference other worksheets. Other color coding can also be used, but should be fully explained in the model's instruction worksheet (if used) and/or the model instruction book.

(f) For calculation or output worksheets (other than Pro-Forma Tables) using time periods, the following requirements apply:

(i) A given column shall be used for the same period in each of its occurrence (e.g., January 1 through December 31, 2014 for column G).

(ii) A row shall generally contain only one formula, copied across all columns. Cells which use a different formula is used (e.g., the first column) should be clearly indicated (e.g., by color or label).

(iii) Values that are obtained from input worksheets should be clearly indicated (e.g., by color or label).

(g) The information in the Preliminary Financial Model and the Financial Plan must be displayed in either a monthly or quarterly, calendar year-basis (with quarters beginning on January 1, April 1, July 1, and October 1) during the Construction Period and on a quarterly, semi-annual or an annual, calendar year-basis during the Maintenance Period.

5.2. Assumptions and Instructions Book

Proposers shall submit an Assumptions and Instructions Book providing:

(a) the logical layout and structure of the Preliminary Financial Model, including the names of all worksheets and a description of the color coding and/or labeling scheme(s);

(b) key financial assumptions, the sources which constitute the basis of such assumptions and/or arguments about the adopted options for the construction of the Preliminary Financial Model and the execution of any related sensitivity analysis;

(c) sufficient information and instruction regarding the operation of the Preliminary Financial Model to ensure that the Authority will be able to read, use and modify the data contained therein and to allow the Authority to conduct a detailed sensitivity analysis; and

(d) a detailed description of the function and intended use of all macros (and each macro must be logically structured and well documented, i.e., the Authority encourages the use of liberal comments within the programming code).

5.3. Audit of Preliminary Financial Model and Developer's Responsibility for Errors

(a) The Preliminary Financial Model shall be audited by a model audit firm (at the Proposer's sole expense). The model audit firm chosen by a Proposer must be unaffiliated with such Proposer and otherwise be free of any conflict of interest. The audit of the Preliminary Financial Model for the purposes of a Proposer's Financial Proposal may be the same as the one required by its Lenders. The audit report for the Preliminary Financial Model (the "**Model Audit Report**") shall state that the Preliminary Financial Model is:

(i) free of mechanical error;

(ii) suitable for use in connection with the Termination Sum calculations set forth in the Project Agreement; and

(iii) consistent with the requirements in this Exhibit F-1 and the representations and warranties set forth clauses (b) and (c) of Section 21.1.1 and Section 21.1.2 of the Project Agreement.

(b) Each Proposer shall be entirely responsible for ensuring the correctness and accuracy of its Preliminary Financial Model. No Proposer will be entitled to any increase in an Authority Payment or any modification to any provision of the Project Agreement, based on the results of its Preliminary Financial Model audit or a discovery of one or more erroneous input or formula. The Authority reserves to right to direct an adjustment to the Successful Proposer's or the Developer's Price Components to address any error identified in the Preliminary Financial Model, if such adjustment would result in an overall decrease in capital, maintenance or financing costs.

5.4. Financial Structuring Assumptions

(a) *Inflation*: All monetary figures will be expressed in inflated/year of expenditure Dollars (in reference to the Proposal Reference Date). Proposers should use their own inflation forecasts, which must be fully specified in the Preliminary Financial Model.

(b) *DFA Satisfaction Amount*: Each Proposer may calculate the DFA Satisfaction Amount in a manner of its choosing; *provided* that its calculation of the DFA Satisfaction Amount, as reflected in its Preliminary Financial Model, must (i) be set forth in reasonable detail and (ii) reflect a transparent methodology comprised of components that are consistent with other aspects of its Preliminary Financial Model (e.g., the capitalized cost of construction). As mentioned in Exhibit F and Form K of this ITP, the DFA Satisfaction Amount may differ from the D&C Contract Amount.

(c) *DFA Interest Rate*: Proposers will determine and propose the single, fixed annualized interest rate that results in the full amortization of the DFA Satisfaction Amount based on

(i) the applicable terms of the Project Agreement (i.e., the aggregate amount of the DFA Payment payable annually, beginning with the first year of the Maintenance Period, will escalate at 1.5% annually) and (ii) the amount of the annual DFA Payments for the first year of the Maintenance Period, stated in nominal Dollars, offered in the Proposer's Price Proposal.

(d) *Accounting Practices*: Financial information submitted by Proposers must be as internally consistent and transparent as possible in order to facilitate its evaluation. Proposers must fully reflect all financial information in accordance with generally accepted accounting principles (or non-GAAP as permitted hereunder) in the preparation of the Financial Plan and in the construction of the Preliminary Financial Model. Proposers should make clear which accounting standard is being used, apply it consistently, and describe any areas that require a material interpretation and the applicable rule. In no circumstances will the Authority be held responsible for incorrect or aggressive application of accounting standards.

(e) *Tax Regulations*: Projections in accounting statements (i.e., balance sheet and profit and loss statement) must be provided in accordance with all applicable federal and state tax regulations. In no circumstances will the Authority be held responsible for incorrect or aggressive tax assumptions.

(f) *Compliance with RFP*: The Financial Plan and Preliminary Financial Model must not contain inconsistencies with any provision included this RFP, including the Project Documents.

(g) *Interest Rates and Credit Spread Inputs*: The Preliminary Financial Model shall be able to separately accommodate interest rates and credit spread inputs for each and every Benchmark Interest Rate and term used in the Financial Plan (differentiating inputs for each Project Debt facility, if applicable). The Preliminary Financial Model must be able to be solved with multiple term structures.

5.5. Mandatory Preliminary Financial Model Elements

5.5.1. *Input Data Requirements*

The Preliminary Financial Model shall clearly indicate in one or more input worksheets all assumptions supporting the calculation of projections, including:

(a) macroeconomic assumptions (including inflation);

(b) accounting and federal, state and local tax assumptions pertaining to the Developer;

(c) design and construction work expenditures, and other Capital Expenditures including development and pursuit costs;

(d) assumptions relating to the DFA Payments;

(e) Capital Maintenance Expenditures, including allowances for Handback Requirements;

(f) SPV Costs;

(g) all financial metrics for debt and associated instruments (such as swaps), including Base Interest Rates and credit spread assumptions for applicable maturities within each debt structure;

(h) all financing metrics for equity investments;

(i) funding source(s) and deposits into and drawdown of reserve accounts; and

(j) insurance-related payments, including expected deductible levels, premiums (the premium paid for each insurance policy shall be separately identified) and expected tax payments for each coverage.

5.5.2. *Worksheets and Outputs*

(a) The Preliminary Financial Model shall dedicate a separate output worksheet for each of the following Pro-Forma Tables (the forms of which are attached to this Exhibit F 1 as Annex 1):

(i) Pro-Forma Table 1A – Quarterly Construction Period Sources and Uses Analysis;

(ii) Pro-Forma Table 1B – Annual Construction Period Sources and Uses Analysis;

(iii) Pro-Forma Table 2 – Maintenance Period Capital Structure;

(iv) Pro-Forma Table 3A – Financial Plan Overview;

(v) Pro-Forma Tables 3B(i) and 3B(ii) – Debt Financing Data and Equity Member Debt Financing Data;

(vi) Pro-Forma Table 3C – Debt Coverage Ratios;

(vii) Pro-Forma Table 3D – Cash-Funded Reserves and Letters of Credits;

(viii) Pro-Forma Table 4 – Sensitivity Analysis; and

(ix) Pro-Forma Table 5 – DFA Amortization Schedule.

(b) In addition, the Preliminary Financial Model shall include a worksheet detailing the methodology for calculation of the DFA Satisfaction Amount in accordance with Section 5.4(b) of this Exhibit F-1.

(c) Further, the Preliminary Financial Model shall include, at a minimum, each of the following output worksheets displaying information on an annual basis:

(i) Developer Annual Balance Sheet;

(ii) Developer Annual Profit & Loss Statement; and

(iii) Developer Annual Cash Flow Statement.

Pro-Forma Table 1A – QUARTERLY CONSTRUCTION PERIOD SOURCES AND USES ANALYSIS

QUARTERLY USES OF FUNDS	Q1 2013	Q2 2013	Q4 2013	…	D&C Work Completion Quarter	Total
A. Capital Expenditures (excluding development and pursuit costs)						
B. Development and pursuit costs						
C. Construction Period Operational Maintenance Expenditures						
D. Construction Period SPV Costs (excludes D1)						
D1. Insurance expenses						
E. Developer $5 million upfront payment to the Authority						
F. Cash Taxes (as shown in the Financial Model)						
G. Ongoing financing fees						
H. Interest expense						
H1. Debt principal repayment						
I. Dividends						
J. Reserves accounts funding amounts						
K. Other uses (*please describe*)						
L. TOTAL USES OF FUNDS						

QUARTERLY SOURCES OF FUNDS	Q1 2013	Q2 2013	Q4 2013	…	D&C Work Completion Quarter	Total
M. Senior Debt draws						
N. TIFIA Loan draws						
O. Other mezzanine / subordinated debt draws						
P. Equity Investment contributions						
Q. Interest income during Construction Period						
R. Other sources (*please describe*)						
S. TOTAL SOURCES OF FUNDS						

QUARTERLY EQUITY INVESTMENT AND CONSTRUCTION EQUITY RATIO	**Q1 2013**	**Q2 2013**	**Q4 2013**	**…**	**D&C Work Completion Quarter**	**Total**
P. All Equity Investment contributions T. Deferred Equity LCs U. Quarterly Committed Equity Investment (U=P+T) V. Quarterly Project Debt and Committed Equity Investment (V = M+N+O+U)						
W. CONSTRUCTION EQUITY RATIO (W = Cumulative U/ Cumulative V)						N/A

Pro-Forma Table 1B – ANNUAL CONSTRUCTION PERIOD SOURCES AND USES ANALYSIS

ANNUAL USES OF FUNDS	2013	2014	2015	...	D&C Work Completion Year	Total
A. Capital Expenditures (excluding development and pursuit costs)	-	-	-		-	-
B. Development and pursuit costs						
C. Construction Period Operational Maintenance Expenditures						
D. Construction Period SPV Costs (excludes D1)						
D1. Insurance expenses						
E. Developer $5 million upfront payment to the Authority						
F. Cash Taxes (as shown in the Financial Model)						
G. Ongoing financing fees						
H. Interest expense						
H1. Debt principal repayment						
I. Dividends						
J. Reserves accounts funding amounts						
K. Other uses (*please describe*)						
L. TOTAL USES OF FUNDS	-	-	-	-	-	-

ANNUAL SOURCES OF FUNDS	2013	2014	2015	...	D&C Work Completion Year	Total
M. Senior Debt draws	-	-	-		-	-
N. TIFIA Loan draws						
O. Other mezzanine / subordinated debt draws						
P. Equity Investment contributions						
Q. Interest income during Construction Period						
R. Other sources (*please describe*)						
S. TOTAL SOURCES OF FUNDS	-	-	-		-	-

ANNUAL EQUITY INVESTMENT AND CONSTRUCTION EQUITY RATIO	**2013**	**2014**	**2015**	**…**	**D&C Work Completion Year**	**Total**
P. All Equity Investment contributions T. Deferred Equity LCs U. Annual Committed Equity Investment (U=P+T) V. Annual Project Debt and Committed Equity Investment (V = M+N+O+U)						
W. CONSTRUCTION EQUITY RATIO, = Cumulative U/ Cumulative V						N/A

Pro-Forma Table 2 – MAINTENANCE PERIOD CAPITAL STRUCTURE

	Substantial Completion Year	…	2020	2021	2022	…	Project Term Year
Outstanding balances at beginning of period: Equity Investment (excluding Equity Member Debt) Equity Member Debt Deferred Equity LCs							
AX. Committed Equity Investment at beginning of period							
Outstanding balances at beginning of period: Senior Debt TIFIA Loan Other mezzanine / subordinated debt							
AY. Total outstanding Project Debt balance at beginning of period							

Pro-Forma Table 3A – FINANCIAL PLAN OVERVIEW

Financial Closing Date (projected)	
Original Substantial Completion Deadline	
Final Acceptance Date (projected)	
D&C Work Completion Deadline	
Project Term Date	

First Annual Operational Maintenance Payment (*Jan 1, 2013 Dollars*)	
First Annual Capital Maintenance Payment (*Jan 1, 2013 Dollars*)	
Annual DFA Payment (*sum of first twelve monthly payments, in nominal Dollars*)	
Adjusted Evaluation Price (subject to the Authority's verification)	
DFA Interest Rate (per annum %)	
DFA Satisfaction Amount (*nominal Dollars*)	

Construction Equity Ratio (*% upon D&C Work Completion Year*)	
Total Committed Equity Investment amount (*nominal Dollars*)	
Base Case Equity IRR (%)	
Year of first equity distribution	

Maximum Project Debt amount (*nominal Dollars*)	
Weighted Average Cost of Debt (%)	
Project Debt Coverage Ratios	
Minimum DSCR	
Average DSCR	
Minimum PLCR	
Average PLCR	
Minimum LLCR	
Average LLCR	
Senior Debt Coverage Ratios	
Minimum DSCR	
Average DSCR	
Minimum LLCR	
Average LLCR	

Pro-Forma Table 3B (i) – DEBT FINANCING DATA

Project Debt facility	Amount	Benchmark Index and Maturity	Base Interest Rate(s) (%)	Credit Spread/ Credit Margin (%)	Total Interest Rate (%)	Assumed rating	Weighted Average Maturity	Debt term	Upfront Fees	Principal or interest deferral period

Pro-Forma Table 3B(ii) – EQUITY MEMBER DEBT FINANCING DATA

Equity Member Debt facility	Amount	Base Interest Rate(s)	Spread and ongoing cost/fees	Upfront fees	Weighted Average Maturity	Term	Principal or interest deferral period

Pro-Forma Table 3C – DEBT COVERAGE RATIOS

YEAR	Substantial Completion Year	…	2020	2021	2022	…	Project Term Year
Project Debt Coverage Ratios							
Cash Flow Available for Debt Service (CFADS)							
Total Project Debt service and fees							
Debt Service Coverage Ratio (DSCR)							
Minimum DSCR							
Average DSCR							
Cash Flow Available for Debt Service (CFADS)							
Annual Weighted Average Project Debt Cost							
Net present value of CFADS							
End of period outstanding Project Debt							
Loan Life Coverage Ratio (LLCR)							
Minimum LLCR							
Average LLCR							
Cash Flow Available for Debt Service (CFADS)							
Annual Weighted Average Project Debt Cost							
Net present value of CFADS							
End of period outstanding Project Debt							
Project Life Coverage Ratio (PLCR)							
Minimum PLCR							
Average PLCR							
Senior Debt Coverage Ratios							
Cash Flow Available for Debt Service (CFADS)							
Total Project Debt service and fees							
Debt Service Coverage Ratio (DSCR)							
Minimum DSCR							
Average DSCR							
Cash Flow Available for Debt Service (CFADS)							
Annual Weighted Average Project Debt Cost							

YEAR	Substantial Completion Year	...	2020	2021	2022	...	Project Term Year
Net present value of CFADS							
End of period outstanding Project Debt							
Loan Life Coverage Ratio (LLCR)							
Minimum LLCR							
Average LLCR							

Pro-Forma Table 3D – CASH FUNDED RESERVES (OR LETTERS OF CREDIT)

YEAR	Substantial Completion Year	...	2020	2021	2022	...	Project Term Year
DEBT SERVICE RESERVE							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws/release of Reserve							
Ending Balance							
MAJOR MAINTENANCE RESERVE							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws/release of Reserve							
Ending Balance							
HANDBACK REQUIREMENTS							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws/release of Reserve							
Ending Balance							
ANY OTHER REQUIRED RESERVE (AS APPLICABLE)							
Beginning Balance							
Deposits to Reserve							
Interest Earnings							
Draws/release of Reserve							
Ending Balance							

Pro-Forma Table 4 – SENSITIVITY ANALYSIS

Variable	Sensitivity Conducted	First Year DFA Payment; DFA Satisfaction Amount; DFA Interest Rate (YOE $ 000s or %)	OM Payment / CM Payment (2013$ 000s)	Base Case Equity IRR (%)	Project Debt Average / Min DSCR	Senior Debt Average / Min DSCR
Baseline Financial Plan		*[from Price Proposal]*	*[from Price Proposal]*	*[from Price Proposal]*	*[from Pro-Forma Table 3A]*	*[from Pro-Forma Table 3A]*
(a) Calculations holding Authority Payments constant						
(i) Operational Maintenance & SPV Costs	+20%	Same as in Baseline Financial Plan	Same as in Baseline Financial Plan			
	-20%					
(ii) Capital Maintenance	+20%					
	-20%					
(iii) Project Completion Schedule	12-month delay					
	6-month delay					
	3-month early completion					
	6-month early completion					
(iv) Projected Authority Payments	-5% reduction					
	-10% reduction					
(v) Combined downside scenario #1	*[Proposer to describe]*					
Combined downside scenario #2	*[Proposer to describe]*					
(vi) Base Interest Rate (post Financial Close)	-50 basis points					
	[...]					
	+150 basis points					
(vii) CPI fluctuation	-100 basis points					
	[...]					
	+100 basis points					
(viii) Benchmark Interest Rate fluctuation	-100 basis points					
	[...]					
	+100 basis points					
(ix) Capital Expenditures and Construction Period Operational Maintenance Expenditures (due to a Relief Event)	+5%					
	+10%					
(b) Calculations maintaining Base Case Equity IRR while modifying first annual DFA Payment						
(i) Benchmark Interest Rate fluctuation	-100 basis points					
	[...]					

	+100 basis points					
(ii) Capital Expenditures and Construction period Operational Maintenance Expenditures (due to a Relief Event)	+5%					
	+10%					

Pro-Forma Table 5

DFA AMORTIZATION SCHEDULE

Payment No.	Monthly Payment Date	A. DFA Loan Beginning Balance	B. DFA Payment – Interest Portion	C. DFA Payment – Principal Portion	D. DFA Loan Ending Balance (D = A-C)
1	[First Payment Date (as defined in the Project Agreement) following Substantial Completion]				
2	…				
3	…				
4	…				
…					

Exhibit F-2

FINANCIAL PROPOSAL EVALUATION CRITERIA

Below are the evaluation criteria for Financial Proposals:

(a) *Completeness of Financial Proposal.* The Financial Proposal includes each of the submittals required by the Financial Proposal Checklist portion of Exhibit C, in accordance with the applicable provisions of Exhibit F-1, and all other elements required by Exhibit F-1, in the form and substance required thereunder.

(b) *Financial Proposal Consistency with other portions of Proposal and RFP.* The various portions of the Financial Proposal must be consistent with each other and the Financial Proposal must be consistent with the related portions of the Administrative and Technical Proposals and all other terms of this RFP, including the terms of the Project Documents.

(c) *Financial Proposal General Feasibility.* The Financial Proposal and Preliminary Financial Model must demonstrate that:

(i) the aggregate amount of the debt and equity commitments stated in the Debt Commitment Letters and the evidence of the Equity Members' commitment meets or exceeds the amount of funds required to complete all Work obligations of the Developer under the Project Documents (if the Proposer's Financial Plan assumes a TIFIA loan, in lieu of a Debt Commitment Letter from the TIFIA JPO, the Authority will review the information provided by the Proposer pursuant to Sections 4.1.6(d), (f) and (g) and 4.5(d) of Exhibit F-1 to evaluate this criterion in respect of the portion of financing for the Project anticipated to be comprised by the TIFIA loan); and

(ii) taking into account (A) the commitments of the Proposer in its Technical Proposal, (B) the terms and conditions that it will have to comply with under its Funding Agreements, as reflected in its Debt Term Sheets (including the Baseline TIFIA Term Sheet, if applicable), and (C) the obligations of the Developer under the Project Documents, the Financial Proposal is consistent with the Schedule of Values.

(d) *Preliminary Financial Model and Mandated Assumptions.* All Preliminary Financial Model calculations and outputs shall be consistent with its Financial Plan. The preliminary Model Audit Report shall confirm that the Preliminary Financial Model is free of any mechanical errors and not subject to any reservations. The Preliminary Financial Model must use the Benchmark Interest Rates and other mandated assumptions provided in, and must satisfy the other requirements set forth in, Exhibit F-1.

(e) *Creditworthiness of Debt Providers.* The information provided pursuant to Section 4.5(g) of Exhibit F-1 demonstrates that each Lender providing a Debt Commitment Letter has, as of the date of the Proposer's Financial Proposal, a credit rating of at least A- (or its equivalent) by at least one (1) Major Rating Agency.

(f) *Firmness of Equity Commitment and Creditworthiness of Equity Members.* The information provided pursuant to Sections 4.6 and 4.7 of Exhibit F-1 demonstrates (i) a firm commitment (free of any material conditions, contingency or deviations) by the Proposer's Equity Members to provide their respective portions of the Committed Equity Investment, which in the aggregate will satisfy the Construction Equity Ratio requirement in the Project Agreement and (ii) that there has been no material adverse change in the business, operations, financial condition, prospects, liabilities or capitalization of any Equity Member since the date of the submission of the Proposer's SOQ, which has not been mitigated to the satisfaction of the Authority, or any other condition or situation related to any Equity Member that presents a significant risk to the Developer's ability to satisfy the Construction Equity Ratio in accordance with the Project Agreement.

(g) *TIFIA Financing Assumptions (if a TIFIA loan is assumed in the Financial Plan).* Nothing in the Proposer's Financial Plan is inconsistent or incompatible with, or would cause a breach or failure to satisfy of any term or condition in, the Baseline TIFIA Term Sheet.

Exhibit G
Request to Change Instructions

1. GENERAL INSTRUCTIONS

The required contents for a Request to Change ("**RTC**") submission are presented in this Exhibit G. Proposers are required to submit all the information set out in this Exhibit G in the organization and format specified herein in order for the Authority to consider the RTC.

2. FORMAT AND SUBMITTAL REQUIREMENTS

(a) Each RTC shall comprise one (1) unbound reproducible original copy and 12 bound double-sided copies submitted to the Authority's Representative and one (1) electronic searchable PDF copy submitted through the Collaboration Portal. Each RTC submittal shall be in writing to the Authority Representative with a cover sheet identifying the Proposer and stating: "Goethals Bridge Replacement Project RTC Submittal".

(b) If the Proposer considers that an RTC contains Non-Public Proposer Information, the Proposer shall include a written request to the Authority not to disclose some or all of the information submitted provided that, notwithstanding such request, the Authority's disclosure of any such information shall be governed solely by the Agreement on Terms of Discussion entered into by such Proposer and the Authority's Freedom of Information Policy and Procedure. The Authority does not guarantee that any application for exemption from disclosure will be permissible under law.

(c) All RTC submittals shall be sequentially numbered (multi-part or multi-option RTCs shall be submitted as separate individual RTCs with unique sequential numbers). Each RTC submittal shall also include an explanation of the alternative concept, including an analysis of any benefits or risks to the Authority or the Project that would result from its incorporation into this RFP and any impact the incorporation of such alternative concept would have on the lifecycle costs of the Project. The RTC submittal shall also include an explanation of how the alternative concept deviates from the Project Documents, a complete description of all changes requested to the Project Documents and a request for the Authority's review of those changes.

3. EXAMPLES OF AUTHORITY'S POSITION REGARDING CERTAIN CONCEPTS

For illustrative purposes only, the Authority's position regarding certain alternative concepts is provided below.

	Concept	Example of Proposed Concept	Authority's Position
1	**Variation to physical scope of Project**	(i) Tie-in points differ from specified requirements	On the Goethals Bridge project it is not expected that there will be any acceptable concepts of
		(ii) Lane configuration differs	

	Concept	Example of Proposed Concept	Authority's Position
		from specified requirements	this type. There may be location-specific concepts involving minor variation that may be considered.
		(iii) Method of providing for Ultimate Configuration differs from specified requirements (e.g. provision of future transit)	
2	**Variation to Bridge massing / concept**	(i) Use of a bridge type for the Main Bridge other than a cable-stayed design	Unlikely to be acceptable. Would be subject to risk assessment that is likely to show unacceptable risks to the Authority.
3	**Proposer design concept differs from Illustrative Design but complies with Project Specific Constraints**	(i) Change to cross sectional shape / outline of the piers, the spacing and layout of the stay cables and their anchorages, the depth and spacing of cross-girders, connection and edge arrangements as compared to Illustrative Design	Refer to Interim Submittal of Proposal (ISoP) process. Acceptability depends on extent to which the design concept follows Visual Quality Goals. Changes of the type described would not typically be considered as alternative concepts provided they are compliant with the Project Specific Constraints
4	**Variation to Project layout (Departure from Project Specific Constraints))**	(i) Ramp configuration differs from specified requirement	The Authority does not contemplate accepting a concept that deviates beyond the envelope and limits contained within the specified Project Specific Constraints..
		(ii) Vertical profile differs from specified envelope requirement	
		(iii) Horizontal profile differs from specified envelope requirement	
5	**Generalized variation to Requirements and Provisions for Work / Design Criteria**	(i) Differing Design Speed or basic design standard such as narrow lanes or narrow shoulders	A differing Design Speed or lane configuration would definitely be unacceptable. A different design method would be considered on its merits subject to risk assessment.
		(ii) Request to utilize a different design factor of safety from the Authority's standard requirements	
		(iii) Request to use a different design method compared to	

	Concept	Example of Proposed Concept	Authority's Position
		the Authority's requirement	
6	**Location-specific variation to a Technical Provision**	(i) Request for a design waiver at a specific location for any design item documented and approved in accordance with the Authority's requirements	Would be considered on merits. Any design exception requests need to be made in accordance with the Authority's procedures and in a timely manner to allow for the Authority review.
		(ii) Request for a design exception at a specific location wherever it is impractical or not economical to obtain the AASHTO minimum design criteria.	
7	**Variation to a Construction or Maintenance Specification**	(i) Proposal for a deviation from the Authority's Standard Specification e.g. innovative method of construction, new material	May be acceptable subject to risk assessment to determine if the concept would result in a change to an outcome, such as a differing level of service, design life or maintenance requirement.
		(ii) Proposal for the construction of a feature of a type not contemplated in the Requirements and Provisions for Work.	
		(iii) Proposal to share a maintenance facility with the Authority and/or to construct a maintenance facility within an existing Authority facility.	
		(iv) Proposal for an amended Performance Requirement	
8	**Variation to a key business term**	(i) Proposal for a different risk allocation within the Project Agreement	Not generally acceptable
		(ii) Requirement for work by the Authority (e.g. another project) not contemplated in the Agreement	

Exhibit H
Interim Submittals of Proposal

1. GENERAL INSTRUCTIONS

This Exhibit H to the Instructions to Proposers (ITP) describes the specific instructions for preparing the Proposer's Interim Submittal of Proposal (ISoP). Proposers are required to submit all the information set out in this Exhibit H in the organization and format specified herein.

Each Proposer shall make two (2) Interim Submittals of Proposal (each, an "**ISoP**"). Each ISoP shall be submitted not later than the scheduled dates as defined in Exhibit B of this RFP. ISoP submittal No. 2 shall build on the technical details presented in ISoP submittal No. 1.

Each ISoP submission shall comprise of one (1) unbound reproducible original copy and 12 bound double-sided copies submitted to the Authority's Representative and one electronic searchable PDF copy submitted through the Collaboration Portal. Each ISoP will be accompanied with a cover sheet identifying the Proposer and stating: "Goethals Bridge Replacement Project ISoP Submittal No.1" or "Goethals Bridge Replacement Project ISoP Submittal No.2", as applicable.

If a Proposer considers that an ISoP contains Non-Public Proposer Information, the Proposer may include with each ISoP a written request to the Authority not to disclose some or all of the information submitted therein; provided that, notwithstanding such request, the Authority's disclosure of any such information shall be governed solely by the Agreement on Terms of Discussion entered into by such Proposer and the Authority's Freedom of Information Policy and Procedure.

All ISoP text shall be in English in a standard font, a minimum of 12 points in height, single-spaced. Pages shall be 8½-inch x 11-inch white paper, with simple lettered/numbered dividers for each section/subsection.

The Proposer shall number each page consecutively.

Drawings, charts, and visualizations shall be submitted on a maximum 11-inch x 17-inch white paper. The Proposer's drawings shall clearly identify the Work to be completed for the Project and be presented in English units and shall be at a scale consistent with those used in the Authority's Illustrative Design.

2. ISOP SUBMITTAL NO. 1

ISoP Submittal No. 1 shall be limited to an aggregate of 20 pages of text (10 sheets double-sided) with appendices of up to 30 pages of single-sided drawings and illustrations. The ISoP Submittal No. 1 shall include the following minimum information:

(a) A narrative description of the Proposer's approach to the Project in sufficient detail to demonstrate the Proposer's understanding of the Requirements and Provisions for Work, specifically addressing:

(i) The Proposer's Conceptual Design and how it satisfies the Visual Quality Goals and requirements of this RFP;

(ii) The Proposer's approach to satisfying the Initial Configuration without mass transit and the Ultimate Configuration with mass transit;

(iii) The Conceptual Design meeting the Project Specific Constraints.

(b) Preliminary layout drawings of the Proposer's concept showing how the Proposer's design complies with the Requirements and Provisions for Work. The drawings shall include:

(i) Cover Sheet indicating the Proposer, the RFP, ISoP number, date submitted as well as a list of drawings included;

(ii) Preliminary Project horizontal alignment for the mainline bridge up to the project limits. Preliminary alignments shall indicate at a minimum: preliminary project limits, a mathematized baseline/centerline stationed at 100 feet with curve geometry, required cross slopes and transitions, preliminary expansion joint locations, preliminary scupper locations and Project Right of Way;

(iii) Preliminary Project vertical profiles and geometry for the mainline horizontal alignment in item ii) above. Preliminary structural depths, all clearances above and below the vertical profile, preliminary expansion joint locations, preliminary utilities to be relocated, approximate rock line shall be shown;

(iv) Typical cross sections of the approach superstructures and elevation and cross sections of the New Jersey Turnpike and New Jersey and New York approach piers showing dimensions and proportions;

(v) Typical cross sections of the Main Bridge showing the Replacement Bridge and the Existing Bridge;

(vi) The Proposer's understanding of the Project live load, seismic, wind design and Ultimate Configuration loading requirements;

(vii) Preliminary cable layout, framing layout and deck layout for the Main Bridge; and

(viii) Elevations and sections of the towers for the Main Bridge showing dimensions and proportions.

(c) Any additional material the Proposer requires to illustrate the Visual Quality of their proposed Conceptual Design in this ISoP including, but not limited to:

(i) Photographic representations of the proposed design, utilizing base photographs to be provided by the Authority:

(A) Oblique aerial view of bridge;

(B) Oblique aerial view of bridge depicting the Ultimate Configuration of the Replacement Bridge showing the inclusion of mass transit;

(C) From the New Jersey Turnpike looking North;

(D) From Staten Island looking North; and

(E) From the Arthur Kill Looking South.

(ii) Illustrations of key components for consideration by the Authority.

3. ISOP SUBMITTAL NO. 2

ISoP Submittal No. 2 shall be limited to an aggregate of 40 pages of text (20 sheets double-sided) with appendices of up to 50 pages of single-sided drawings and illustrations. ISoP Submittal No. 2 shall include the following minimum information:

(a) A narrative description explaining how the Proposer has developed the design submitted in the ISoP Submittal No. 2 in compliance with the Visual Quality Goals. Provide a checklist that includes a line item for each of the criteria identified in Section 21.8 of the Requirements and Provisions for Work and how it is addressed by the ISoP Submittal. Proposers shall describe any deviations from the Conceptual Design presented in ISoP Submittal No. 1 and the reasoning for such deviation;

(b) A narrative description of the Proposer's approach to the Requirement and Provisions for Work, specifically addressing:

(i) Details of the proposed design for architectural and roadway lighting, including proposed lighting controls, proposed fixture types and power sources and a narrative description for minimizing light spill and protecting migratory birds. Illustrations of the lighting effects to be achieved on the Conceptual Design shall be provided per Section 3(d) below. The Proposer shall define and use industry accepted lighting values for the proposed light fixtures modeled; and

(ii) The overall approach to Maintenance Work and protection of traffic as well as the construction sequencing approach for the mainline, New Jersey Turnpike and

Travis Spur Rail Bridge replacement as they integrate with the overall Project Baseline Schedule.

(c) Preliminary drawings showing the Proposer's design concept for the Project. The drawings shall include:

(i) Cover Sheet identifying the Proposer, the ISoP and ISoP number as well as a list of drawings submitted;

(ii) Project horizontal alignments for the mainline bridge and all impacted roadways up to the project limits. Alignments shall indicate at a minimum: project limits, a mathematized baseline/centerline stationed at 100 feet with curvature geometry, required cross slopes and transitions, expansion joint locations, approximate scupper locations, Project Right of Way;

(iii) Project vertical profiles and geometry coordinated with the horizontal alignments in item ii) above. Preliminary structural depths, all clearances above and below the vertical profile, utilities to be relocated, approximate pier locations and rock line shall be shown;

(iv) Plan and elevation of the Main Bridge showing all span lengths and clear span lengths, preliminary structural depth, required clearances, preliminary fender systems;

(v) Typical backspan and Main Bridge cross sections for the Main Bridge without mass transit with all geometry and clearance envelopes shown;

(vi) Plan, elevation and sections of the Main Bridge towers with geometry and clearances;

(vii) Main Bridge tower and backspan pier foundation layout;

(viii) Concept cable anchorages to deck and towers;

(ix) Plan and elevation of the New Jersey and New York approach bridges indicating structural depths, clearances, expansion joint locations, pier locations and structure/pier articulation (fixed or expansion) as well as rock line;

(x) Typical cross sections for the New Jersey and New York approach bridges;

(xi) New Jersey and New York Pier plan, elevation and cross sections indicating all geometry;

(xii) Foundation layout plan for the New Jersey and New York approach bridge foundations indicating Right of Way lines, existing structures, existing utilities, and any special conditions identified by the Developer;

(xiii) Plan and elevation of the New Jersey Turnpike bridges indicating structural depths, clearances, expansion joint locations and structure/pier articulation (fixed or expansion) as well as foundation type, and rock line;

(xiv) Typical cross sections for the New Jersey Turnpike bridges;

(xv) Plan and elevation of the New Jersey Turnpike bridge piers and foundations;

(xvi) Preliminary drawings of ancillary items including lighting, barriers, railings, signs and sign gantries;

(xvii) Ultimate Configuration of the Main Bridge showing the inclusion of mass transit;

(xviii) Drawings necessary to support the Proposer's Maintenance Work and protection of traffic as well as construction sequencing narrative;

(xix) Preliminary Travis Spur Rail Bridge plans: Plans adequate to demonstrate the structure type, structure layout and foundation layout. The plans must indicate the relationship of the new pier within the alignment's future transit corridor; and

(xx) Preliminary drainage plans showing existing topography, proposed stormwater management facilities, major existing drainage systems, new drainage systems, facilities to be re-used and Utilities.

(d) Colored Visualizations of the Replacement Bridge as follows:

(i) Utilizing base photographs to be provided by the Authority:

(A) Oblique aerial view of bridge;

(B) Oblique aerial view of bridge depicting the Ultimate Configuration of the Main Bridge showing the inclusion of mass transit;

(C) From the New Jersey Turnpike looking North;

(D) From South Front Street looking towards the Main Bridge west tower and foundation;

(E) From Staten Island looking North; and

(F) From the Arthur Kill Looking South.

(ii) Utilizing appropriate backgrounds from the Proposers 3D model for high quality architectural renderings:

(A) A view of the underside of the Main Bridge from the vicinity of South Front Street;

(B) A view taken from the sidewalk/bikeway looking towards the Main Bridge towers that includes the pedestrian railing and vehicle barrier;

(C) Views of any visually exposed foundation elements and plinths associated with the main towers;

(D) Drive through views on the approaches to the Main Bridge and on the Main Bridge showing the towers and cable system; and

(E) Views of the deck edge details and the cable anchorage system at deck level.

Exhibit I
Baseline TIFIA Term Sheet

NOT A BINDING AGREEMENT

This preliminary TIFIA Loan Term Sheet represents an indicative statement of the United States Department of Transportation's (the **"Department"**) general intent only and does not purport to be and does not constitute a binding agreement of the Department. The Department will not have any legal obligation under this preliminary TIFIA Loan Term Sheet and any legal obligation of the Department shall only arise if a subsequent formal written agreement (a TIFIA Loan Agreement and other documents required by the Department to govern, evidence and secure the TIFIA Loan) is agreed to, executed and delivered by the Department and the Borrower. It is expressly understood and agreed that as an accommodation to the Port Authority of New York and New Jersey (the **"Authority"**), in connection with its competitive bid process to select a concessionaire for the Project that would become the borrower under the TIFIA Loan, the Department is making this preliminary TIFIA Loan Term Sheet available prior to the Authority's selection of such borrower and such borrower's presentation of a senior loan financing structure to the Department and prior to the Department's completion of its legal and business due diligence and underwriting with respect to, among other items, the selected borrower and the senior obligation financing structure. The reliance by any party on the terms of this preliminary TIFIA Loan Term Sheet shall be at the sole risk of such party, without any liability to the Department.

UNITED STATES DEPARTMENT OF TRANSPORTATION

Preliminary TIFIA Loan Term Sheet of Indicative Terms for financing of the Goethals Bridge Project
(TIFIA Application for Credit Assistance No. _____)

Capitalized terms used in this Term Sheet and not otherwise defined shall have the respective meanings ascribed thereto in the list of defined terms which is attached hereto as Attachment 1.

Preliminary Terms for TIFIA Loan Agreement

	TERM	Description
	Standard TIFIA Terms and/or Provisions	
1.	TIFIA Lender	United States Department of Transportation (the "**TIFIA Lender**").
2.	Borrower	A special purpose entity (acceptable to the TIFIA Lender) to be formed by the successful proposer selected by the Port Authority of New York and New Jersey (the "**Authority**"), for the Project.
3.	Project	The Project consists of (i) the development, design, construction, financing and maintenance of a replacement Goethals Bridge (the **"Replacement Bridge"**), (ii) the demolition and removal of the existing Goethals Bridge pursuant to a Project Agreement (the "**Project Agreement**") between the Borrower and the Authority and (iii) ancillary work required to deliver the project, including replacement of the Travis Spur Rail Bridge. The Authority will continue to be responsible for tolling and customer accounts, maintenance of the toll equipment, toll pricing and area-wide traffic management policies affecting its Staten Island Bridges.
4.	Principal Amount of TIFIA Loan	The maximum original principal amount of the TIFIA Loan shall be in an amount not to exceed $500 million, provided that the maximum original principal amount of the TIFIA Loan shall not exceed the lesser of (i) 33 percent of reasonably anticipated Eligible Project Costs, as defined in the Act or, (ii) if the TIFIA Loan does not receive an Investment Grade Rating, the amount of the Senior [Loan/Bond]. Any capitalized amount to be added to the TIFIA Loan balance will be in addition to the original principal amount and not subject to the aforementioned $500 million limitation or the limitations described in clauses (i) and (ii) above.
5.	Dedicated Repayment Source	The dedicated source of repayment of the TIFIA Loan shall include a lien on Project Revenues, which, absent a Bankruptcy

	TERM	Description
		Related Event, is subordinate to debt service relating to the Senior Obligations.
6.	Security and Priority	The TIFIA Loan shall be secured by a second priority security interest in Project Revenues and liens and security interests in other project assets subordinate only to the liens securing the Senior Obligations. The TIFIA Loan shall be secured by a first priority security interest in Project Revenues on parity with the lien of the Senior Obligations upon the occurrence of a Bankruptcy Related Event. The flow of funds will be as follows (excluding the Milestone Payments, in the absence of a Bankruptcy Related Event, made under the Project Agreement): 1. Budgeted operating and capital expenses, including Routine Maintenance Expenditures and Renewal Expenditures; 2. Fees, costs and expenses due under the Senior Obligations agreements and TIFIA Loan Agreement; 3. Interest portion of Senior Debt Service and hedging obligations; 4. Principal portion of Senior Debt Service and, if any are permitted, hedging termination obligations, if any, from repayment of Senior Debt Service, hedging termination obligations and hedging termination obligations for tax, illegality or failure of Borrower to pay hedging obligations when due; 5. Deposits to Senior Debt Service Reserve Account and repayment of obligations to any provider of a liquidity facility held for the benefit of any Senior Debt Service Reserve Account; 6. Interest portion of TIFIA Debt Service; 7. Principal portion of TIFIA Debt Service; 8. Deposits to TIFIA Loan Debt Service Reserve Account held for the benefit of the TIFIA Loan Debt Service Reserve Account; 9. Deposits to Major Maintenance Reserve Account, if any; 10. Voluntary prepayments of (i) Senior Obligations and related hedging termination obligations and/or (ii) the TIFIA Loan; 11. Lock-up Account, which deposits are available to fund any deficiencies in items 1 through 9, any amounts under item

	TERM	Description
		10 and any Required Prepayment Amount prior to the satisfaction of the TIFIA Restricted Payment Conditions; and 12. Following the satisfaction of TIFIA Restricted Payment Conditions for two consecutive Calculation Dates, deposits to Distribution Account.
7.	Eligible Project Costs	**"Eligible Project Costs"** shall include those costs defined in the Act, including Project expenditures incurred during the three-year period preceding the application date of March 16, 2012.[5] Eligible Project Costs incurred prior to execution of the TIFIA Loan Agreement shall be verified by the TIFIA Lender and must be consistent with title 23 U.S.C. and 48 C.F.R. §31.105 relating to construction and architect-engineer contracts and the cost principles in subpart §31.2 of 48 C.F.R. Costs incurred in the period between the Substantial Completion Date and D&C Works Completion Date may be considered Eligible Project Costs to the extent that these costs arise from capital work necessary to complete the Project and related costs which can be capitalized in accordance with accounting practice. For the avoidance of doubt, neither costs related to operating and maintaining completed elements of the Project nor TIFIA Loan interest incurred between the Substantial Completion Date and D&C Works Completion Date are Eligible Project Costs.
8.	Project Revenues	**"Project Revenues"** shall include: (i) all amounts received by the Borrower under the Project Agreement and any other contracts (including contracts of insurance); (ii) all investment income; and (iii) other revenues of the Borrower.
9.	Interest Rate	The TIFIA Loan shall bear interest at a fixed rate, calculated by

[5] The Eligible Project Costs incurred by or for the account of the Authority are projected to be $303 million.

	TERM	Description
		adding one basis point (.01%) to the rate of securities of a similar maturity to the TIFIA Loan as published on the execution date of the TIFIA Loan Agreement in the United States Treasury Bureau of Public Debt's daily rate table for State and Local Government Series (SLGS) securities, currently located on the Internet at http://www.publicdebt.treas.gov/. Interest shall be computed on the basis of a 365- or 366-day year, as appropriate, for the actual number of days elapsed for each semi-annual period or portion thereof.
10.	Term	The final maturity of the TIFIA loan shall be the earlier of (i) 24 months prior to the end of the Term (as defined in the Project Agreement) and (ii) the payment date prior to the 35th anniversary of the Substantial Completion Date (the **"Final Maturity Date"**).
11.	Substantial Completion Date	**"Substantial Completion"** is the date on which all lanes of the Replacement Bridge are open to vehicular traffic (the **"Substantial Completion Date"**).
12.	Bankruptcy Related Event	**"Bankruptcy Related Event"** means (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets of the Borrower, under any insolvency law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower for a substantial part of the assets of the Borrower, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets of the Borrower, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a)

	TERM	Description
		of this definition, or (v) commence a voluntary proceeding under any insolvency law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency law, or (vi) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (vii) take any action for the purpose of effecting any of the foregoing; or (c) (i) all or a substantial part of the collateral (other than the equity interests) shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the liens thereon securing the Senior Obligations, or (ii) all or a substantial part of the collateral (other than the equity interests) shall be transferred pursuant to a sale or disposition of such collateral in lieu of foreclosure; or (d) (i) all or a substantial part of the equity interests shall be sold or otherwise disposed of in a public or private sale or disposition pursuant to a foreclosure of the liens thereon securing the Senior Obligations, or (ii) all or a substantial part of the equity interests shall be transferred pursuant to a sale or disposition of such collateral in lieu of foreclosure, if in either such case such action or exercise of rights or remedies results in any release or impairment of the liens of the Collateral Agent in the Collateral (other than the equity interests) granted for the benefit of the TIFIA Lender; or (e) the Collateral Agent shall transfer, pursuant to directions issued by the [administrative agent]/[trustee], funds or deposit in any of the project accounts upon the occurrence and during the continuation of an event of default under the Senior Obligations documents for application to the prepayment or repayment of any principal amount of the Senior Obligations pursuant to the Collateral Agency Agreement or otherwise (other than any transfer from any project account to another project account and any disposition of funds pursuant to and in accordance with the Collateral Agency Agreement). The existence of one or more defaults by the Borrower in the payment of, any principal of or interest on the TIFIA Loan as it becomes due shall not, by itself, be sufficient to establish that the standard set forth in clause (b) (ii) of the definition of Bankruptcy Related Event has been met. However, if, at any time when a default in the payment when due of any TIFIA Debt Service shall have occurred and shall have continued without cure for a period of twelve months or more, the TIFIA Lender may determine that a

	TERM	Description
		Bankruptcy Related Event has occurred and is continuing.
13.	Permitted Investments	Permitted Investments apply to the investment of the proceeds of Senior [Loan/Bonds] held with the Collateral Agent or any indenture trustee, as applicable, and the investment of any funds in the required reserve accounts securing the Senior Obligations or the TIFIA Loan. Permitted Investments are as follows and remain in effect for so long as the TIFIA Loan remains outstanding: a) obligations of the United States, its agencies and instrumentalities; b) certificates of deposit where the certificates are collaterally secured by securities of the type described in item (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by an agency of the government; c) repurchase agreements when collateralized by securities of the type described in item (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest; d) money market funds that invest solely in obligations of the United States, its agencies and instrumentalities, and having a rating at least as high as the credit rating assigned by a Rating Agency to obligations of the United States; e) collateralized investment agreement or other contractual agreements with corporations, financial institutions, or national associations within the United States, provided that the senior long-term debt of such corporations, institutions or associations is rated AAA or Aaa, as applicable, from any Rating Agency.

	TERM	Description
14.	TIFIA Loan Disbursements	Disbursements shall be made monthly to the Borrower to reimburse or pay for Eligible Project Costs incurred in connection with the Project pursuant to requisition procedures set forth in the TIFIA Loan Agreement and the Borrower's compliance with disbursement conditions. All disbursement requests must be received by the TIFIA Lender on or before the first business day of a calendar month in order to obtain a disbursement by the fifteenth day of such calendar month or if such day is not a Business Day, the next succeeding Business Day. In no event shall disbursements be made more than once each month or later than one year after the Substantial Completion Date. The Borrower shall provide an annual schedule of projected disbursements prior to Financial Close, such schedule to be included in the TIFIA Loan Agreement. The Borrower may modify such schedule upon written notice to the TIFIA Lender. The TIFIA Loan Agreement shall contain customary (for TIFIA Lender) conditions precedent to disbursement; provided that, notwithstanding the foregoing, all or a portion of the Proportionate Share (as defined below) of the TIFIA Loan shall be disbursed at any time and from time to time whether or not such conditions precedent (other than that the proceeds of the TIFIA Loan shall only be applied to reimburse or pay for Eligible Project Costs) have been satisfied if the Borrower has submitted a remedial plan to the TIFIA Lender (such remedial plan to be reasonably satisfactory to the TIFIA Lender) demonstrating the Borrower's ability to satisfy such conditions precedent or, in the event of Borrower's inability to satisfy such conditions precedent, demonstrating that the remedial plan will maximize Project value. As a condition precedent to each disbursement of Senior [Loan/Bond] proceeds, the Borrower shall provide the TIFIA Lender with evidence of Eligible Project Costs and the TIFIA Lender shall review the disbursement and grant its approval for the reimbursement thereof. A tracking account will be established to record each such approval and the aggregate amount of Eligible Project Costs funded with the Senior [Loan/ Bonds] proceeds. For purposes of the foregoing, **"Proportionate Share"** shall mean, at any time, the percentage of principal amount of the Senior [Loan/ Bonds] proceeds that have been disbursed to the Borrower for Eligible Project Costs at such time as compared to

	TERM	Description
		the aggregate initial principal amount of the Senior [Loan/ Bonds] that were scheduled to be used for Eligible Project Costs. With respect to the TIFIA Loan, Proportionate Share shall not take into account any interest that has been capitalized with respect to the TIFIA Loan. Disbursements of the TIFIA Loan may be made prior to any contribution of equity by ***[name]*** so long as an Acceptable Letter of Credit supporting ***[name]***'s equity commitment (as described below) remains in effect. All undrawn equity contributions shall be due and payable on an early termination date under the Project Agreement. Any payment by the Borrower to the Sponsor associated with the Sponsor's provisions of an Acceptable Letter of Credit may not be paid or reimbursed from Senior Obligations or TIFIA Loan proceeds.
15.	Default Interest Rate	If the Borrower fails to pay when due interest on or principal of the TIFIA Loan, the Borrower shall pay interest on such overdue amount from its due date to the date of actual payment at an interest rate of 200 basis points above the TIFIA Loan interest rate (the **"Default Interest Rate"**). In addition, upon the occurrence of a Development Default, or if the Borrower abandons the Project, the Borrower shall pay the Default Interest Rate on the TIFIA Loan balance.
16.	TIFIA Debt Service Schedule	Repayment of the TIFIA Loan shall be structured within the following parameters: 1. deferral of interest and principal payments for no longer than the Substantial Completion Date. 2. principal payments of not less than $1 million per year following the Substantial Completion Date. 3. repayment of the TIFIA Loan with full interest payments being due on each payment date following the Substantial Completion Date and a weighted average loan life limitation of 29 years or less following the Substantial Completion Date.
17.	Subordination and	A Subordination and Intercreditor Agreement (the

	TERM	Description
	Intercreditor Agreement	**"Subordination Agreement"**) will be entered into by and among the TIFIA Lender, the Collateral Agent and the Designated Representative for the Senior [Loan/ Bonds] and any other representative of Additional Senior Obligations. Attachment II hereto describes certain of the Subordination Agreement provisions.
18.	Change in Control	The Borrower shall not permit a Change in Control to occur without the prior written consent of the TIFIA Lender not to be unreasonably withheld or delayed.
19.	Operating Oversight	If the Borrower fails for any twelve month period to maintain a minimum Total Debt Service Coverage Ratio of 1.10, the Borrower shall, (a) upon the request of the TIFIA Lender, engage a maintenance and repair consultant to review and analyze the maintenance and repair operations of the Project and to recommend actions regarding changing the methods of maintenance and repair operations or other actions to increase the Net Cash Flow as to satisfy the Total Debt Service Coverage Ratio and (b) either implement the consultant's recommendations or undertake an alternative plan that the consultant agrees is likely to generate equivalent or greater Net Cash Flow than the consultant's recommended actions. Notwithstanding the foregoing, the TIFIA Lender expressly agrees that the Borrower shall not be obligated to undertake any action to increase the Net Cash Flow so as to satisfy the Total Debt Service Coverage Ratio, whether or not such action is within the Borrower's control, if such action may result in (i) non-compliance by the Borrower with any applicable law, regulation or Governmental Approval, or (ii) a breach by the Borrower of any obligation in the Project Agreement. In addition, so long as the Borrower is in compliance with the remedial actions, if so required above, no Event of Default shall be deemed to have occurred.
20.	Events of Default	An **"Event of Default"** shall exist under the TIFIA Loan Agreement if:

	TERM	Description
		(i) the Borrower shall fail to pay any of the principal amount of or interest on a TIFIA Loan when and as the payment thereof shall be required under the TIFIA Loan Agreement or the TIFIA Note or at the Final Maturity Date (each a **"Payment Default"**); or (ii) the Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under the TIFIA Loan Agreement, the TIFIA note or any other TIFIA Loan document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within 30 days after receipt by the Borrower from the TIFIA Lender of written notice thereof; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such 30-day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (ii) if and so long as within such 30-day period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured, provided such failure must be cured not later than 180 days after the initial date of such failure; or (iii) a Development Default shall exist, and such Development Default shall not be cured within 30 days after receipt by the Borrower from the TIFIA Lender of written notice thereof; provided, however, that no Event of Default shall be deemed to have occurred or be continuing by reason of such Development Default (A) if and so long as within such 30-day period the Borrower shall commence actions reasonably designed to achieve Substantial Completion on or prior to the Replacement Bridge Deadline and shall diligently pursue such actions until Substantial Completion of the Replacement Bridge is achieved on or prior to the Replacement Bridge Deadline; or (B) if the then applicable Replacement Bridge Deadline shall have been extended for a compensation event, relief event or force majeure event or otherwise, provided that the Borrower is diligently performing the work so as to achieve Substantial Completion by no later than the Replacement Bridge

	TERM	Description
		Deadline, as extended. (iv) any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the TIFIA Loan Agreement or the other TIFIA Loan documents shall prove to have been false or misleading in any material respect when made, and such failure shall not be cured within 30 days after receipt by the Borrower from the TIFIA Lender of written notice thereof; or (v) any acceleration shall occur of the maturity of any Senior Obligation or of any other indebtedness of the Borrower in an aggregate principal amount equal to or greater than $2,500,000 that is senior to, or in parity with, the TIFIA Loan in right of payment or in right of security, or any such Senior Obligation or other indebtedness shall not be paid in full upon the final maturity thereof unless the Borrower has obtained an effective waiver thereof in accordance with the terms thereof; or (vi) any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the Senior Obligations documents, or made in or delivered pursuant to the loan documents (together with the Senior Obligations documents, but excluding the TIFIA Loan documents, the "**Loan Documents**") under which any other indebtedness of the Borrower in an aggregate principal amount equal to or greater than $2,500,000 ("**Other Material Indebtedness**") shall be created or incurred, shall prove to be false or misleading in any material respect (each a "**Misrepresentation Default**"), or any default shall occur in respect of the performance of any covenant, agreement or obligation of the Borrower under the Loan Documents (each a **"Covenant Default"**), and in either case, such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the Loan Documents (as the case may be) with respect to such default, if the effect of such Misrepresentation Default or Covenant Default shall be to permit the immediate acceleration of the maturity of any or all of the Senior Obligations or the Other Material Indebtedness (as the case may be), and the Borrower shall have failed to cure such Misrepresentation Default or Covenant Default or to obtain an effective written waiter thereof within 30 days after receipt of written notice thereof from the

	TERM	Description
		TIFIA Lender; or (vii) the Borrower shall default in the timely performance of any covenant, agreement or obligation under any material project document (other than a Loan Document) (the **"Project Documents"**) or any Project Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect on the Borrower's ability to comply with its obligations under the TIFIA Loan Agreement or the other TIFIA Loan documents), and with respect to such a default, such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the Project Document, and the Borrower shall have failed to cure such default or to obtain an effective written waiver thereof, or to obtain an effective revocation of such termination (as the case may be), within 30 days after receipt of written notice thereof from the TIFIA Lender; provided, however, that no Event of Default shall be deemed to have occurred or be continuing under this clause if such Project Document is replaced by a replacement agreement between the Borrower and another counterparty (with similar or greater creditworthiness and experience as the counterparty being replaced) or otherwise reasonably acceptable to the TIFIA Lender on substantially the same terms and conditions as in such Project Document or otherwise reasonably acceptable to the TIFIA Lender; or (viii) one or more judgments for the payment of money in an aggregate amount in excess of $1,000,000 and not otherwise covered by insurance shall be rendered against the Borrower and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to attach or levy upon any assets of the Borrower to enforce any such judgment; or (ix) a Change in Control shall occur without the TIFIA Lender's prior consent, such consent not to be unreasonably withheld or delayed; or (x) the Borrower shall fail to maintain its existence as a [_____limited liability company]; or (xi) any equity contribution required to be made

	TERM	Description
		pursuant to the equity contribution agreement shall fail to be made at the time and in the amount required (unless such failure is cured by a draw on the Acceptable Letter of Credit covering such equity contribution obligation); or (xii) a Bankruptcy Related Event shall occur; or (xiii) the Borrower shall abandon the Project; or (xiv) any of the events described under the definition of the term "Bankruptcy Related Event" occurs with respect to any Sponsor party prior to the time such Sponsor party's equity contribution is made unless covered by an Acceptable Letter of Credit; or (xv) the Project Agreement shall expire or be terminated (whether by reason of a default thereunder or by mutual agreement of the parties thereto or otherwise), or for any reason shall cease to be in full force and effect; or (xvi) construction or operation of the Project shall cease for a continuous period of not less than 180 days unless such cessation of construction or operations shall occur by reason of any compensation event, relief event or force majeure event and either (A) the Borrower shall have in force an insurance policy or policies under which the Borrower is entitled to recover, or the Borrower pursuant to the terms of the Project Agreement or other contractual arrangement shall be entitled to recover substantially all Senior Debt Service, TIFIA Debt Service and costs and expenses of the Borrower during such cessation of operations or (B) the Authority has consented to the cessation of construction or operations by reason of such compensation event, relief event or force majeure event, the Borrower shall have raised sufficient money to pay all Senior Debt Service, TIFIA Debt Service and costs and expenses of the Borrower during such cessation of operations and the Borrower diligently restores any physical damage or destruction to the Project; provided that if such failure is also a Development Default, the Borrower shall have the right to cure such failure.
21.	Project Equity	The sponsors shall provide binding obligations for their equity contributions at the time of Financial Close. The TIFIA Loan

	TERM	Description
		Agreement will provide that such equity contributions may be contributed after disbursement of all proceeds of the TIFIA Loan so long as an Acceptable Letter of Credit remains in place. An Acceptable Letter of Credit is required for equity commitments to be made subsequent to the Effective Date.
22.	Restricted Payments (i.e. payments to equity from surplus funds)	There shall be no release to equity of any kind from the Lock-Up Account until the TIFIA Restricted Payment Conditions have been satisfied for two consecutive Calculation Dates.
23.	Required Prepayment Amount	No later than thirty days after any Calculation Date subsequent to the Substantial Completion Date, the Borrower shall furnish to the TIFIA Lender a certificate certifying as to the TIFIA Loan Life Coverage Ratio and the Total Debt Service Coverage Ratio as of such Calculation Date and for each future Calculation Date through the Final Maturity Date If the certificate required above shows that the TIFIA Loan Life Coverage Ratio and the Total Debt Service Coverage Ratio are both less than 1.20 as of two consecutive Calculation Dates, the Collateral Agent shall (i) withdraw funds from the Lock-Up Account in an amount that is equal to the lesser of (1) the amount that is estimated to be necessary to increase the TIFIA Loan Life Coverage Ratio and the Total Debt Service Coverage Ratio as of each Calculation Date to not less than 1.20 or (2) 100% of all funds on deposit in the Lock-Up Account as of such Calculation Date (each, a "**Required Prepayment Amount**") and (ii) apply the Required Payment Amount to a pro rata prepayment of the Senior Obligations and the TIFIA Loan (based on the then outstanding principal amounts of the Senior Obligations and the TIFIA Loan), provided that if the Senior Obligations are not then subject to voluntary or mandatory prepayment, the Required Prepayment Amount shall be applied solely to prepay the TIFIA Loan or as otherwise consented to by the TIFIA Lender. On each second consecutive Calculation Date occurring thereafter until (and excluding) the first Calculation Date as of which the TIFIA Loan Life Coverage Ratio and the Total Debt Service Coverage Ratio for all subsequent Calculation Dates are 1.20 or greater, the Collateral Agent shall continue to withdraw the Required Prepayment Amount from the Lock-up Account and apply such

	TERM	Description
		funds in accordance with the immediately preceding sentence. Notwithstanding anything contained above to the contrary, except during the permitted 30 day calculation period following a Calculation Date which is a potential second consecutive Calculation Date upon which the TIFIA Loan Life Coverage Ratio and the Total Debt Service Coverage Ratio are less than 1.20, funds on deposit in the Lock-up Account may be used by the Borrower to fund any deficiencies in items 1 through 9, or any amounts under item 10 as described in Term 6 ("Security and Priority") above.
24.	Maintenance Work Security	Borrower will deliver, or cause to be delivered, to the Collateral Agent, an Acceptable Letter of Credit in an amount not less than [40]% of the then current BaseOM or a performance bond acceptable to the TIFIA Lender, to secure its obligation to undertake sufficient Maintenance Work to ensure compliance with the Performance Requirements. If an Acceptable Letter of Credit is delivered, the Collateral Agent will draw thereon in an amount equal to each Monthly Payment Deduction, if any, and deposit the proceeds thereof for application under the flow of funds described in Term 6 above and the Acceptable Letter of Credit stated amount shall be reinstated to [40]% of the then current BaseOM within 30 days of the relevant Indexation Review Date.
25.	Conditions Precedent to Financial Close	Execution of the TIFIA Loan Agreement shall be subject to customary requirements and conditions including, but not limited to, satisfaction of the following prior to or simultaneously with the execution of the TIFIA Loan Agreement and the TIFIA Lender shall have no obligation to disburse any loan proceeds to the Borrower until each condition is satisfied: • The Senior Obligation agreements and the Intercreditor Agreement shall have been executed and delivered. • The Borrower shall have certified as to the absence of debarment or suspension from government contracts. • The Borrower shall demonstrate to the TIFIA Lender's satisfaction that the Project's financial plan is sufficient to complete the Project. • An investment grade rating shall be assigned to the Senior Obligations by a Rating Agency and a final rating letter so

	TERM	Description
		signifying shall be delivered to the TIFIA Lender not later than 14 days prior to the date of execution of the TIFIA Loan Agreement (the "**Financial Close**"). A rating of BB+ or higher shall also be assigned to the TIFIA Loan by a Rating Agency. The Borrower shall, no more frequently than annually over the life of the TIFIA Loan Agreement, provide to the TIFIA Lender a private rating on the Senior Obligations (as applicable) and the TIFIA Loan by a nationally recognized rating agency. • The Borrower shall provide evidence of compliance with NEPA. • The Borrower shall provide evidence that the Project has been included in the metropolitan transportation plan for the [NYMTC metropolitan planning organization], in the state transportation plan and the approved state transportation improvement program as required by Section 60 of the TIFIA Statute. • The Borrower shall provide copies of the Project Agreement (including all amendments thereto) and any other material agreements, including any material agreements with Authority, all in form and substance satisfactory to the TIFIA Lender. • The Borrower shall covenant in the TIFIA Loan Agreement to provide, when executed, copies of agreements regarding operation, management, maintenance, safety and financial services for the Project. • The Borrower shall provide executed copies of guaranteed [fixed price] construction contracts and operations and maintenance contracts, all in form and substance satisfactory to the TIFIA Lender. • The Borrower shall provide executed copies of all agreements with respect to the contribution(s) of private equity to the Project, all in form and substance satisfactory to the TIFIA Lender. • The Borrower shall have provided the TIFIA Lender records of the Eligible Project Costs prior to the date of Authority application, in form and substance satisfactory

	TERM	Description
		to TIFIA Lender and in sufficient time prior to Financial Close to permit the TIFIA Lender to have an audit of such costs. • The Borrower shall demonstrate to the TIFIA Lender's satisfaction that it has all necessary funding, permits and governmental approvals necessary to for the then current stage of construction and/or operation. • Counsel to the Borrower shall render opinions in form and substance satisfactory to the TIFIA Lender as to the enforceability of their respective obligations, lien status and other related matters. • All operative documents, including but not limited to the Senior Obligation agreement (as applicable), the TIFIA Loan Agreement, the equity contribution agreement, an Intercreditor Agreement (as applicable), any certificates and any opinions shall be in form and substance satisfactory to the Borrower, the TIFIA Lender, and their respective counsel. • The Borrower shall provide evidence satisfactory to the TIFIA Lender that demonstrates compliance with the TIFIA statute and conditions precedent set forth in the operative documents. • The Base Case Financial Model shall reflect a minimum Total Debt Service Coverage Ratio of at least 1.25, a TIFIA Loan Life Coverage Ratio, as of each Calculation Date, of at least 1.25 and a weighted average loan life of the TIFIA Loan from the Substantial Completion Date through the TIFIA Loan maturity date of no greater than 29 years. • [Additional conditions to be added at TIFIA Lender's discretion.]
26.	TIFIA Debt Service Reserve Fund	A debt service reserve account shall be funded (or an Acceptable Letter of Credit, issued and delivered) and maintained or issued solely for the benefit of the TIFIA Loan in an amount at least equal to the next succeeding 6 months of debt service on the

	TERM	Description
		TIFIA Loan. Such debt service reserve account or Acceptable Letter of Credit shall be funded or posted on or prior to the Substantial Completion Date and may not be funded with tax exempt bond or TIFIA Loan proceeds, as applicable. A major maintenance reserve account will be required. A handback reserve account will be required and shall be funded at the times and in the amounts required under the Project Agreement.
27.	Hedging	Qualified hedge must be in place at all times while Senior Obligations bears interest at variable interest rate. Initial qualified hedge must terminate not less than stated maturity date of Senior [Loan/Bonds] and must have notional amount not less than 98% of the aggregate principal amount of Senior Obligations projected to be outstanding. Must have (for a period ending on the earlier of (i) the maturity of the TIFIA Loan and (ii) the final maturity date of the Senior Obligations being hedged) a qualified hedge with notional amount not less than 98% of principal amount of Senior Obligations projected to be outstanding and (x) at least 75% of notional amount must have termination date not earlier than final maturity of the Senior Obligations being hedged and (y) the balance must be for at least one year. Must be, together with bank lending margin, less than or equal to the loan underwriting rate. TIFIA consent required for process for selecting subsequent qualified hedges and third party fair price certificate required. Hedge Acquisition Account required for subsequent qualified hedges.
28.	Additional Senior Obligations	Additional Senior Obligations may be issued, provided that no Event of Default under the Senior Loan Agreement or the TIFIA Loan Agreement has occurred and is occurring.

	TERM	Description
	Miscellaneous TIFIA Provisions	
29.	Accounting and Audit Procedures; Inspections; Reports; and Records	The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project-related transactions (including collection of Project Revenues, and any other revenues attributable to the Project, and TIFIA Loan requisitions received and disbursements made with regard to the Project), so that audits may be performed to ensure compliance with and enforcement of the TIFIA Loan Agreement. The Borrower shall use accounting, audit and fiscal procedures conforming to GAAP, including, with respect to the TIFIA Loan, accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts outstanding. So long as the TIFIA Loan or any portion thereof shall remain outstanding and until five years after the TIFIA Loan shall have been paid in full, the TIFIA Lender shall have the right upon reasonable prior notice to visit and inspect any of the locations or properties of the Borrower, to examine its books of account and records, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts with, and to be advised as to the same by, its officers and employees and its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the TIFIA Lender the affairs, finances and accounts of the Borrower, whether or not any representative of the Borrower is present, it being understood that nothing contained in this paragraph is intended to confer any right to exclude any such representative from such discussions), all at such reasonable times and intervals as the TIFIA Lender may desire. The Borrower agrees to pay all out-of-pocket expenses incurred by the TIFIA Lender in connection with the TIFIA Lender's exercise of its rights under this paragraph at any time when an Event of Default shall have occurred and be continuing. The Borrower shall maintain and retain all files relating to the Project and the TIFIA Loan until five years after the later of the date on which (1) all rights and duties under the TIFIA Loan (including payments) have been fulfilled and necessary audits have been performed and (2) any litigation relating to the Project, the TIFIA Loan or the TIFIA Loan Agreement is finally resolved. The Borrower shall provide the TIFIA Lender in a timely manner

	TERM	Description
		with all records and documentation relating to the Project that the TIFIA Lender may reasonably request from time to time. The Borrower shall provide to the TIFIA Lender, promptly after the sending or receipt thereof, copies of (i) all reports or other written materials sent to any Rating Agency that has provided, or is being requested to provide, a rating on any indebtedness of the Borrower, (ii) all notices and other written communications received by it from a designated representative of the Senior Obligation owners, (iii) all reports, notices and other written materials required to be sent to a designated representative of the Senior Obligation owners unless, in each case, the TIFIA Lender notifies the Borrower that any such reports, notices and/or other written materials no longer need to be provided.
30.	Financial Plan, Statements, and Reports	The Borrower shall provide to the TIFIA Lender, the FHWA New York Division Office and the FHWA New Jersey Division Office, within 60 days after the Effective Date and annually thereafter not later than 90 days after the beginning of each Borrower Fiscal Year, a Financial Plan. The Financial Plan submitted within 60 days after the Effective Date should be consistent in all respects with the projections, assumptions and other information contained or reflected in the Base Case Financial Model. For the period prior to the Substantial Completion Date, the Financial Plan shall be approved by the Federal Highway Administration with the concurrence of the TIFIA Lender. The Federal Highway Administration's approval of the Base Case Financial Model is required prior to the physical commencement of construction of the Project. The Financial Plan shall be prepared in accordance with recognized financial reporting standards, such as those in the "Guide for Prospective Financial Information" of the American Institute of Certified Public Accountants, shall meet FHWA's Major Project Financial Plan Guidance, as amended from time-to-time, and the same shall be in form and substance satisfactory to the TIFIA Lender consistent with (and in compliance with) the requirements of the TIFIA Loan documents. The Financial Plan shall include: (1) a certificate signed by the Borrower's authorized representative to the effect that the Financial Plan, including the assumptions and supporting documentation, is accurate and reasonable to the "best of the Borrower's knowledge and belief"; (2) a certificate signed by the

	TERM	Description
		Borrower's authorized representative demonstrating that annual projected Project Revenues shall be sufficient to meet the projected TIFIA Loan debt service and (3) an electronic copy of the updated "base case" financial model of the operation of the Project for the period from inception thereof through the Final Maturity Date, based upon assumptions and projections with respect to the Project Revenues, expenses and other financial aspects of the Project which shall reflect the prior experience and current status of the Project, and the expectations of management with respect to the Project, as of the most recent practicable date prior to the delivery of such model. For the period through the Substantial Completion Date, the Financial Plan shall: (1) provide the current estimate of the total cost of the Project and the remaining cost to complete the Project, identify any significant cost changes since the previous Financial Plan, discuss reasons for and implications of the cost changes, and include a summary table showing the history of Project Costs by major activity or category since the Base Case Financial Model and the preceding Financial Plan; (2) provide the current schedule and implementation plan for completing the Project, including the Substantial Completion Date, identify major milestones for each phase of the Project and compare current milestone dates with milestone dates in the Base Case Financial Model and the preceding Financial Plan, and discuss reasons for changes in Project milestones; (3) provide current estimates of sources and uses of funds for the Project, including Milestone Payments, identify any significant funding changes since the preceding Financial Plan, discuss reasons for and implications of the funding changes, and include a summary table showing the history of Project funding since the Base Case Financial Model and the preceding Financial Plan; (4) provide an updated cash flow schedule showing annual cash needs versus available revenue and funding to meet those needs and identify any potential revenue and funding shortfalls and addressing contingency measures that will or may be taken to address any shortfalls; (5) based on the updated cash flow schedule, provide projected debt service coverage ratios for any Senior Obligations and the TIFIA Loan through the Final Maturity Date; (6) provide cost containment strategies and risk mitigation plans that have been or may be implemented to address factors that are affecting or could affect the scheduled completion or financial viability of the Project; (7) provide the total value of approved changes in Project design

	TERM	Description
		or scope, and provide a listing of each individual change valued at $2,500,000 or more, setting forth the rationale or need for the proposed change and describing the impact of such change on the Project; (8) contain, in form and substance satisfactory to the TIFIA Lender, a written narrative report on the progress of design, permitting, acquisition and construction of the Project since the Base Case Financial Model and the preceding Financial Plan, describing in reasonable detail all significant activities concerning Project status including any material matters that may affect the future performance of the Borrower's obligations under the TIFIA Loan Agreement and the causes thereof; and (9) comply in all respects with FHWA's Major Project Financial Plan requirements. For the period following the Substantial Completion Date until repayment of the TIFIA Loan in full, the Financial Plan shall: (1) provide an updated cash flow schedule showing annual cash inflows (Project Revenues, interest and other income) and outflows (operating costs, capital costs, Senior Debt Service, TIFIA Debt Service, equity distributions, replenishment of reserves and other uses) with a narrative identifying any potential revenue or funding shortfall and discussing contingency measures that will or may be taken to address any shortfalls; (2) provide current and estimated amounts of Project Revenues received and the amounts deposited into each fund and account held under the Collateral Agency Agreement and the amount disbursed from such funds and accounts and the balance in each of the funds and accounts; (3) provide an updated schedule of actual and projected Project Revenues, showing actual and projected debt service coverage ratios for the Secured Obligations; (4) provide a schedule of then current operation maintenance payments and capital maintenance payments under the Project Agreement and the budgeted Routine Maintenance Expenditures and Renewal Expenditures; and (5) provide a written narrative report explaining any variances in costs or Project Revenues since the Base Case Financial Model and the preceding Financial Plan and describing in reasonable detail any material matters that may affect the future performance of the Borrower's obligations under the TIFIA Loan Agreement and the causes thereof to include, but not limited, traffic and revenue reports, operational contracts, and third-party transactions. Not later than ninety (90) days following the Substantial Completion Date, the Borrower shall provide the TIFIA Lender

	TERM	Description
		with a final written narrative report, summarizing all significant activities and events, since the Base Case Financial Model, affecting the operation, maintenance, financing, or management of the Project in a form reasonably satisfactory to the TIFIA Lender. Such report shall include an updated cash flow schedule and currently projected Total Debt Service Coverage Ratio. For the avoidance of doubt, the Borrower must comply with the continued reporting requirements of FHWA Major Projects Financial Plan Guidance, as amended from time-to-time. For the period through the Substantial Completion Date, the Borrower shall provide the TIFIA Lender with written notification, before instituting any increase or decrease of the overall Project Costs in an amount equal to or greater than $2,500,000, setting forth the nature of the proposed increase or decrease and estimating the impact of such increase or decrease on the capital costs, operating costs, and the Financial Plan. The Borrower's notice shall demonstrate that the proposed increase or decrease is consistent with the provisions of the TIFIA Loan Agreement, is necessary or beneficial to the Project and does not materially impair the TIFIA Lender's security. The Borrower shall furnish to the TIFIA Lender: (i) as soon as available, but no later than sixty (60) days after the end of the first, second and third quarterly periods of each fiscal year of the Borrower, the unaudited income statement and balance sheet of the Borrower as of the end of such period and the related unaudited statements of operations and changes in member capital and of cash flow of the Borrower for such period and for the portion of the fiscal year through the end of such period, setting forth in each case in comparative form the figures for the previous period, certified by the chief executive officer or chief financial officer of the Borrower as fairly stating in all material respects the financial condition of the Borrower as at the end of such period and the results of its operations and its cash flows for such period (subject to normal year-end audit adjustments); and (ii) as soon as available, but no later than 120 days after the end of each fiscal year of the Borrower, a copy of the audited income statement and balance sheet of the Borrower as of the end of such fiscal year and the related audited statements of operations, changes in member capital and of cash flow of the Borrower for

	TERM	Description
		such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, certified without a "going concern" or like qualification or exception, or qualification as to the scope of the audit, by an independent public accounting firm of national standing selected by the Borrower and which is reasonably acceptable to the TIFIA Lender. All such financial statements shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GAAP applied consistently throughout the periods reflected therein (except for changes approved or required by the independent public accountants certifying such statements and disclosed therein). The Borrower shall furnish to the TIFIA Lender, together with each delivery of annual audited or interim unaudited financial statements of the Borrower pursuant to the above paragraph, a certificate signed by the chief financial officer of the Borrower, stating whether or not, to the Borrower's knowledge, during the annual or quarterly period (as the case may be) covered by such financial statements, there occurred any Event of Default or event which, with notice or lapse of time or both, would become an Event of Default, and, if any such Event of Default or other event shall have occurred during such period, the nature of such Event of Default or other event and the actions that the Borrower has taken or intends to take in respect thereof.
31.	Project Monitoring and Reporting	Project Development, Design and Construction. The TIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) development, including but not limited to environmental compliance, design, right-of-way acquisition, and construction of the Project. The Authority shall be responsible for administering construction oversight of the Project in accordance the Project Agreement. The Authority's oversight of the Project, including development, environmental compliance, design, right-of-way acquisition, and construction, shall be conducted pursuant to [insert appropriate agreement], which may be amended from time to time upon mutual agreement of the Authority and FHWA, or when so required by federal statute or otherwise required by the United States Congress. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing the TIFIA

	TERM	Description
		Lender with such reports, documentation or other information as shall be requested by the TIFIA Lender, or its agents, including any independent engineer reports, documentation or information. Reporting. The Borrower shall furnish to the TIFIA Lender the following: Monthly Construction Progress Report. On or before the last business day of any calendar month during the construction period, a report executed by a Borrower's authorized representative (A) of the amount of Project Costs expended since the Effective Date as well as during the preceding calendar month and the amount of Project Costs estimated to be required to complete the Project, (B) providing an assessment of the overall construction progress of the Project since the date of the last report and since the Effective Date, together with an assessment of how such progress compares to the construction schedule, (C) specifying the projected Substantial Completion Date, (D) providing a detailed description of all material problems (including but not limited to actual and anticipated cost and/or schedule overruns, if any) encountered or anticipated in connection with the construction of the Project since the date of the last report, together with an assessment of how such problems may impact the construction schedule and the meeting of critical dates thereunder and a detailed description of the proposed solutions to any such problems, (E) specifying the delivery status of major equipment and the effect, if any, that the anticipated delivery dates of such equipment has on the overall construction schedule, (F) specifying any proposed or pending change orders, (G) specifying any material changes or deviations from the Borrower's land procurement plans or schedule, and (H) a discussion or analysis of such other matters related to the Project as the TIFIA Lender may reasonably request. The Borrower shall respond, and use commercially reasonable efforts to cause the construction contractors to respond, to the TIFIA Lender's inquiries regarding such report, the construction of the Project and any construction contractor's performance of its obligations under the applicable construction agreement. Construction Contractor Reports. During the construction period, promptly after receipt thereof, a copy of each report delivered by a construction contractor to the Borrower pursuant to a construction

	TERM	Description
		agreement to which it is a party. Annual Operating Budget. No later than 30 days prior to the commencement of each fiscal year of the Borrower, the Borrower shall submit an operating plan and a budget on a cash flow basis of Project Revenues, Routine Maintenance Expenditures, Renewal Expenditures, Senior Debt Service, required reserve account deposits, and other costs, any projected distributions and a pro forma balance sheet prepared in accordance with recognized financial reporting standards for the next fiscal year (collectively, an "**Annual Operating Budget**"), in form and substance satisfactory to the TIFIA Lender, each prepared by the Borrower in good faith and accompanied by a certificate of an authorized representative of the Borrower to the effect that such officer has no reason to believe that it is incorrect or misleading in any material respect, based upon information then known by such authorized representative. Operating Report. For the period commencing after the [any partial completion date under the Project Agreement], deliver to the TIFIA Lender, not later than thirty (30) days after the end of each calendar month, an operating report showing (1) the operating data for the Project for the previous financial quarter, including total Project Revenues received and total Project Routine Maintenance Expenditures and Renewal Expenditures incurred, (2) the variances for such period between the Project Revenues actually received and the budgeted Project Revenues as shown in the Annual Operating Budget, together with a brief narrative explanation of the reasons for any such variance of 20% or more, and (3) the variances for such period between the actual Routine Maintenance Expenditures incurred and the budgeted Routine Maintenance Expenditures as shown in the Annual Operating Budget, together with a brief narrative explanation of the reasons for any such variance of 20% or more. Permits. Promptly after the receipt or filing thereof, as the case may be (but in no event later than thirty (30) days after such receipt or filing), a copy of (A) each governmental approval or other consent or approval obtained by the Borrower, or obtained by any construction contractor and delivered to the Borrower pursuant to any construction agreement after the Effective Date, and (B) each filing made by the Borrower or a construction contractor with any governmental authority with respect to a

	TERM	Description
		governmental approval, except such as are routine or ministerial in nature. Project Operations. For the period following the Effective Date, the TIFIA Lender shall have the right, in its sole discretion, to monitor (or direct its agents to monitor) the Project's operations and to require reporting on the operation and management of the Project and to provide copies of any contracts relating to the operation, maintenance and safety services for the Project as may be required from time-to-time. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing the TIFIA Lender with such reports, documentation, or other information as shall be requested by the TIFIA Lender. In the event that the TIFIA Lender retains a financial oversight advisor under contract with the TIFIA Lender, which decision shall be within the sole discretion of the TIFIA Lender, to carry out the provisions of this paragraph, the full cost of such monitoring shall be borne by the Borrower. Any costs incurred by the TIFIA Lender for such monitoring shall be promptly reimbursed by the Borrower upon demand therefor in the form of an invoice reasonably acceptable to the Borrower.
32.	Fees and Expenses	• The TIFIA Lender's advisory, counsel and other fees payable on the Effective Date are estimated to be $500,000. • Commencing in Federal Fiscal Year (FFY) 2013 and continuing thereafter each year throughout the term of this Agreement, the Borrower shall pay to the TIFIA Lender a loan servicing fee on or before the 15th of November. The TIFIA Lender shall establish the amount of this annual fee, and the Servicer shall notify the Borrower of the amount, at least 30 days before payment is due. • In establishing the amount of the fee, the TIFIA Lender will adjust the previous year's base amount utilizing the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, or its successor(s), published by the Bureau of Labor Statistics, or its successor(s). For the FFY 20[12] calculation, the TIFIA Lender will use the FFY [2013] base amount of [$12,098], which applies to other TIFIA borrowers, as the previous year's base amount. The TIFIA Lender will calculate the percentage

	TERM	Description
		change in the CPI-U, before seasonal adjustment, from August of the previous year to August of the current year and will then adjust the previous year's base amount in proportion to the CPI percentage change. To calculate the amount of the fee, the TIFIA Lender shall round the current year's base amount using increments of $500. Results with the ending integers between 250- 499 or between 750- 999 shall be rounded upward, and results with the ending integers between 001-249 or between 501-749 shall be rounded downward. The CPI adjustments in the following years shall begin with the base amount, not the rounded fee. [***Note: First payment for servicing fee depends on date of financial close. Adjustments to the base year will be made, as applicable***] • The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder. • The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the TIFIA Lender on demand from time to time on and after the date hereof for any and all reasonable fees, costs, charges and expenses actually incurred by it (including the reasonable fees, costs and expenses of counsel and other advisors) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Related Documents and the transactions hereby and thereby contemplated, including without limitation, all such fees, costs and expenses actually incurred as a result of or in connection with the enforcement of or attempt to enforce any provision of this Agreement or any of the other Related Documents; any amendment or requested amendment of, or waiver or consent or requested waiver or consent under or with respect to, this Agreement or any of the other Related Documents, or advice in connection with the administration of this Agreement or any of the other Related Documents or the rights of the TIFIA Lender thereunder; and any work-out, restructuring or similar arrangement of the obligations of the Borrower under this Agreement or the other Related Documents during the pendency of one or more Events of Default. • The obligations of the Borrower under this Section shall

	TERM	Description
		survive the payment or prepayment in full or transfer of the Note, the enforcement of any provision of this Agreement or the other Related Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring or similar arrangement. • Within 30 days after the Effective Date, the Borrower shall reimburse the TIFIA Lender for all fees and expenses incurred for legal counsel, financial advisor, and other consultants in connection with the negotiation and execution of the TIFIA Loan Agreement.
33.	Assignment by TIFIA Lender	After the Substantial Completion Date the TIFIA Lender may assign its rights and obligations with respect to the TIFIA Loan without the consent of the Borrower. For so long as any Senior Obligations remain outstanding, the TIFIA Lender's right to a first priority security interest in the collateral pledged under the Collateral Agency Agreement from and after the occurrence of a Bankruptcy Related Event shall be of no force and effect following the sale of the TIFIA Loan to a non-federal agency.
34.	Prepayment	TIFIA Loan may be prepaid in whole or in part (and, if in part, the principal installments and amounts thereof to be prepaid shall be determined by the Borrower; provided, however, that such prepayments shall be in the principal amounts of $1,000,000 or any integral multiple thereof, or if less, the then remaining outstanding balance of the TIFIA Loan), at any time or from time to time, without penalty or premium, by paying to the TIFIA Lender such principal amount of the TIFIA Loan to be prepaid, together with unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment.

Attachment I

DEFINED TERMS

"Acceptable Letter of Credit" means a letter of credit, in form and substance satisfactory to the TIFIA Lender, issued by a bank with a minimum long term credit rating of A+ or A1, as applicable. In the event the issuing bank's long term credit rating is downgraded to A- or A3, as applicable, a replacement or confirming letter of credit, in form and substance satisfactory to the TIFIA Lender that is issued by a bank with a minimum long term credit rating of A+ or A1, as applicable, must be delivered within ten days of the downgrade event or the letter of credit will be drawn upon in full.

"**Additional Senior Obligations**" means any borrowings permitted (or, in the case of clauses (c) and (d) below, not prohibited) under the TIFIA Loan Agreement, which Additional Senior Obligations may be made as follows:

(a) if the Borrower certifies to the TIFIA Lender, and the Independent Engineer confirms (1) that in its reasonable belief, remaining TIFIA Loan proceeds, together with other funds then available for the construction of the Project are not expected to be sufficient to complete construction of the Project by the Long Stop Deadline or to comply with obligations under the material project contracts, and (2) that the additional investment is necessary to complete the construction of the Project or comply with obligations under the material project contracts; provided that the aggregate principal amount of Additional Senior Obligations incurred pursuant to this clause (i) may not, without the prior written consent of the TIFIA Lender, exceed 5% of the maximum principal amount of the Initial Senior Obligations;

(b) refurbish, upgrade, modify, expand or add to the Project so long as, (1) such Additional Senior Obligations have an investment grade rating and (2) the Borrower certifies to the TIFIA Lender, and the Independent Engineer confirms, that (A) there will be no fundamental change in the use of the Project, (B) the proceeds of such Additional Senior Obligations, together with other funds available, shall be sufficient for the proposed purpose, and (C)(x) the additional investment is not expected to have a Material Adverse Effect, and (y) the Total Debt Service Coverage Ratio for each Calculation Date during the remaining term of the TIFIA Loan is not less than 1.25 and the TIFIA Loan Life Coverage Ratio, for each Calculation Date, after giving effect to such Additional Senior Obligations, as of such date is at least 1.25;

(c) refinance or replace the Senior Obligations, so long as, (1) such Additional Senior Obligations have an investment grade rating, (2) the net proceeds thereof (after deducting any deposits required to satisfy any debt service reserve requirements and payment of costs of issuance not to exceed 3% of the principal amount of such Additional Senior Obligations) do not exceed the principal amount of the Senior Obligation outstanding and being refinanced or replaced and (3) Senior Debt Service, after the incurrence of such Additional Senior Obligations, in each year of the remaining term of the TIFIA Loan is forecast to be not more than the Senior Debt Service forecast for such year in the Base Case Financial Model; and

(d) subsequent to the Final Acceptance Date, add to, refinance or replace the existing Senior Obligation for purposes not covered in clauses (a), (b) or (c) above so long as (1) at least 50% of the net proceeds (after repayment of any outstanding Senior Obligation refinanced with such Additional Senior Obligation and after any deposits required to satisfy any debt service reserve requirements, certain payments to the Authority required under the Project Agreement (not to exceed 50% of the refinancing gain), and costs of issuance not to exceed 3% of the principal amount of such Additional Senior Obligations) of such Additional Senior Obligations is used to prepay the principal of TIFIA Loan in part or in whole, (2) the Additional Senior Obligations have an investment grade rating, (3) the Total Debt Service Coverage Ratio for each Calculation Date, after giving effect to such Additional Senior Obligations, is forecast to be 1.25 or more for each year of the remaining term of the TIFIA Loan, and (4) the TIFIA Loan Life Coverage Ratio, for each Calculation Date, after giving effect to such Additional Senior Obligations, as of such date is at least 1.25. Subject to the conditions contemplated in this clause (iv), the balance of such net proceeds of any such Additional Senior Obligations may, at the option of the Borrower, be used to make a distribution to the Borrower;

provided that for each clause above, (1) no Event of Default under the Senior Obligations agreements or the TIFIA Loan Agreement has occurred and is continuing, (2) each lender of any such Additional Senior Obligations (or an agent or trustee acting on its behalf) at the time of execution of any document with respect thereto, shall become a party to and be bound by the Intercreditor Agreement, and (3) unless otherwise agreed by the TIFIA Lender, any such Additional Senior Obligation shall bear interest at a fixed rate (or shall, pursuant to permitted hedging arrangements, have an effective fixed rate) to the final maturity date thereof.

"Bankruptcy Proceeding" means (a) any voluntary or involuntary case or proceeding under title 11 of the United States Code (11 U.S.C. 101 et seq.), as amended from time to time and any successor statute, with respect to the Borrower, (b) any other voluntary or involuntary insolvency, reorganization or bankruptcy case or proceeding, or any receivership, liquidation, reorganization or other similar case or proceeding with respect to the Borrower or with respect to its assets, (c) any liquidation, dissolution, or winding up of the Borrower, or (d) any assignment for the benefit of creditors or any other marshalling of assets and liabilities of the Borrower.

"**Base Case Financial Model**" means the financial model prepared on behalf of the Borrower for the purpose of the TIFIA Loan Agreement, and approved by an independent model auditor, forecasting the Project Revenues and expenses relating to the Project and furnished to the TIFIA Lender of the Effective Date.

"BaseOM" has the meaning set forth in Section 1.2 of Exhibit 8 to the Project Agreement.

"**Calculation Date**" means each [June 30] and [December 31] occurring after the Effective Date.

"**Change in Control**" means any assignment, sale, financing, grant of security interest, transfer of interest or other transaction of any type or description, including by or through voting

securities, asset transfer, contract, merger, acquisition, succession, dissolution, liquidation or otherwise, that results, directly or indirectly, in a change in possession of the power to direct or Control or cause the direction or Control of the management of the Borrower or a significant aspect of its business; provided, however, that the following shall not constitute a Change in Control:

a) A change in possession of the power to direct or Control the management of the Borrower or a material aspect of its business due solely to bona fide open market transactions in securities effected on a recognized public stock exchange, excluding such transactions involving an initial public offering;

b) An upstream reorganization or transfer of direct or indirect interests in the Borrower so long as there occurs no change in the entity with ultimate power to direct or Control or cause the direction or Control of the management of the Borrower;

c) The exercise of preferred or minority equity holder veto or voting rights (whether provided by applicable law or by the Borrower's organizational documents) over major business decisions of the Borrower;

d) The grant of collateral assignments of the Project assets to secure permitted indebtedness, or the exercise of remedies thereunder, including foreclosure; or

e) Transfers of direct or indirect ownership interests in the Borrower between or among any fund or entity managed directly or indirectly by a shareholder, member or partner or the Borrower or any Affiliate;

Provided that all times, the ownership percentages of (i) the direct owners of the Borrower on the Effective Date and (ii) the TIFIA Lender designated entity or entities which Controls such owners, does not change.

"Collateral" shall have the meaning set forth in the Collateral Agency Agreement.

"Collateral Agency Agreement" means the Collateral Agency Agreement by and among the Borrower, the Collateral Agent and the securities intermediary named therein, for and on behalf of the owners of the Senior Obligations and the TIFIA Loan.

"**Collateral Agent"** means the corporate trust department or bank serving as the Collateral Agent under the Collateral Agency Agreement.

"**Control**" means, when used with respect to any particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise, and the terms "controlling" "controlled by" and "under common control with" have meanings correlative to the foregoing.

"Designated Representative" shall mean, at any time:

(a) with respect to the Senior [Loan/ Bonds], the authorized representative;

(b) with respect to the TIFIA Loan Agreement, the TIFIA Lender; and

(c) with respect to any Additional Senior Obligations, any authorized representative.

"Design Build Contract" means the Design Build Contract entered into by the Borrower and the design build contractor with respect to the design and construction of the Project, including, without limitation, the Replacement Bridge.

"**Development Default**" shall mean if (1) the Borrower fails to reasonably prosecute the work relating to the Project or (2) the Borrower fails to achieve Substantial Completion in accordance with the Financial Plan (as the same may be amended from time to time) unless in all such cases the Borrower demonstrates to the TIFIA Lender's reasonable satisfaction that it is proceeding with the construction of the Replacement Bridge with due diligence toward the Substantial Completion Date by the Replacement Bridge Deadline.

"D&C Work Completion Date" has the meaning set forth in the Project Agreement.

"**Distribution Account**" means the Distribution Account to be established under the Collateral Agency Agreement.

"**Effective Date**" means the execution and delivery date of the TIFIA Loan Agreement.

"Enforcement Action" means any action, whether by judicial proceedings or otherwise, to enforce any of the rights and remedies granted pursuant to the security documents against the Collateral, or the Borrower upon the occurrence of a default or event of default under any Financing Document.

"**Financial Plan"** means the updated financial plan to be delivered within 60 days after the Effective Date and any required updates thereto, pursuant to the TIFIA Loan Agreement.

"Financing Document" means any document or agreement entered into in connection with the Senior Obligations or the TIFIA Loan Agreement.

"**Independent Engineer**" means the engineering firm which shall be selected from a list maintained by the Borrower and approved by the designated representative of the Senior Obligations and the TIFIA Lender.

"Independent Review Date" has the meaning set forth in the Project Agreement.

"Instructing Controlling Party" shall mean (i) for so long as any Senior Obligations remain outstanding, the Required Senior Creditors and (ii) after all Senior Obligations have been indefeasibly paid in full and all commitments to advance loans under any Financing Document with respect to Senior Obligations have been terminated and no credit agreement liabilities exist with respect to any letter of credit supporting any Senior Obligations, the TIFIA Lender.

"Intercreditor Agreement" means the Subordination and Intercreditor Agreement by and among the TIFIA Lender, the Collateral Agent and the designated representatives of the Senior Obligations.

"Maintenance Work" has the meaning set forth in the Project Agreement.

"**Material Adverse Effect**" means (a) a material adverse change in (i) the Project or the business, property or financial condition of the Borrower or, so long as a Sponsor or Sponsor party has obligations under the equity contribution agreement, such Sponsor or Sponsor party, as applicable, (ii) the ability of the Borrower to perform or comply with any of its material obligations under the financing documents or the material project contracts to which it is a party, (iii) the validity, perfection or priority of the liens on the collateral in favor of the Collateral Agent or (iv) the TIFIA Lender's rights or benefits available under the TIFIA Loan Agreement; or (b) the occurrence and continuance of an uncured and unwaived default by the design build contractor under the design build contract.

"Milestone Payments" has the meaning set forth in the Project Agreement.

"Monthly Payment Deduction" has the meaning set forth in the Project Agreement.

"**Net Cash Flow**" means, in respect of any period, (a) aggregate Project Revenues (excluding the Milestone Payments) received during such period, less (b) budgeted operating and capital expenses, including the Routine Maintenance Expenditures, the Renewal Expenditures and the cost of any, life-cycle maintenance work or federal or state tax liability, in each case paid by the Borrower, during such period (other than (i) the cost of Renewal Maintenance funded by funds withdrawn from the Major Maintenance Reserve Account, (ii) the cost of any life-cycle maintenance work funded by funds withdrawn from the Handback Reserve Account, or (iii) or any draws under any letter of credit or other performance security available for purposes of the Major Maintenance Reserve Account or the Handback Reserve Account, as the case may be, in accordance with the terms of the Collateral Agency Agreement and the Project Agreement, respectively or (iv) by insurance proceeds other than the proceeds of business interruption or loss of advance profits insurance or (v) by the principal amount of additional Permitted Indebtedness applied to pay Renewal Expenditures) less (c) deposits to the Major Maintenance Reserve Account and the Handback Reserve Account made during such period, plus (d) amounts withdrawn from the Major Maintenance Reserve Account or the Handback Reserve Account or drawn from any letter of credit or other performance security available for the purposes of the Major Maintenance Reserve Account or the Handback Account in accordance with the Collateral Agency Agreement and the Project Agreement, respectively, during in each case, such period, except to the extent used to pay for Renewal Maintenance or life-cycle maintenance work.

"Performance Requirements" has the meaning set forth in the Project Agreement.

"**Permitted Indebtedness**" means:

(i) the Senior [Loan/ Bonds] and any Additional Senior Obligations;

(ii) the TIFIA Loan;

(iii) reimbursement obligations in respect of letters of credit (other than letters of credit used to fund the Senior Debt Service Reserve Account, the TIFIA Loan Debt Service Reserve Account and the Major Maintenance Reserve Account), and other financial obligations, arising under the Financing Documents that are payable as Routine Maintenance Expenditures and that do not in the aggregate have face amounts exceeding $5,000,000;

(iv) purchase money obligations incurred to finance discrete items of equipment not comprising an integral part of the Project that are payable as Routine Maintenance Expenditures and do not in the aggregate require payments by the Borrower in any calendar year in excess of $500,000;

(v) trade accounts payable (other than for borrowed money) so long as such trade accounts payable are payable not later than 90 days after the respective goods are delivered or the respective services are rendered;

(vi) intercompany subordinated debt that is subject to a subordination agreement acceptable to the TIFIA Lender and is payable solely from amounts released to the Borrower from the Distribution Account;

(vii) unsecured indebtedness in an aggregate principal amount not to exceed $[•] at any one time outstanding; and

(viii) amounts payable under the Project Agreement to the extent the same constitute indebtedness.

"**Project Agreement**" means the Project Agreement by and between the Borrower and the Authority relating to the Project.

"Project Costs" means the (a) costs paid or incurred (to the extent paid, such costs shall be reimbursed to the Person who paid such costs) or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction rehabilitation, equipping, operations and maintenance of the Project, including legal, administrative, engineering, planning, design, insurance, due diligence development and financing costs; (b) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) on any indebtedness of the Borrower (other than the TIFIA Loan) incurred for the Project; and amounts, if any, required by any financing agreement to be paid into any fund or account upon the incurrence of any Senior Obligations; (c) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower other than to the extent such amounts constitute direct or indirect costs unallowable to the Borrower and its contractors under 18 C.F.R. Part 31; and (d) payments when due pursuant to the terms of any Project-related engagement or fee letter executed by the Borrower, and the repayment of obligations incurred by the Borrower, the proceeds of which obligations were used to pay items (a) through (d) of this definition.

"Rating Agency" means Standard & Poor's Rating Services, Moody's Investors Services, Inc., Fitch Ratings or another national bond rating agency approved by the TIFIA Lender.

"Replacement Bridge Deadline" means the 180th day following the Substantial Completion Date set forth in the most recent Financial Plan.

"Renewal Expenditures" means all the reasonable and budgeted expenditures incurred by the Borrower to satisfy its maintenance obligations under the Project Agreement that are not Routine Maintenance Expenditures or life-cycle maintenance work payable out of the Handback Reserve Account, including the renewal, repair or replacement of worn-out, obsolete, damaged or under-performing components so that the Project does not prematurely deteriorate and remains fully functional.

"Required Senior Creditors" shall mean (i) for so long as any Senior [Loan/ Bonds] remain outstanding, the authorized representative, or (ii), otherwise, the party or parties holding, or designated by one or more of such creditors holding, more than fifty per cent (50%) of the then aggregate outstanding principal amount of the Senior Obligations; provided that with respect to any such Senior Obligations that are supported by a senior credit facility, which could include a letter of credit or a mono-line insurance policy, the letter of credit bank issuing such letter of credit or the mono-line insurer issuing such mono-line insurance policy (but with respect to a mono-line insurance policy, only in the absence of an uncured breach by such mono-line insurer of its obligations thereunder) shall be deemed to be the sole holder of such Senior Obligations for the purpose of designating the Instructing Controlling Party.

"Routine Maintenance Expenditures" means reasonable and budgeted expenditures to preserve the current condition of the Project that is routine in nature and includes matters that are typically included as an annually recurring cost in highway and bridge maintenance budgets.

"Secured Creditor" means the owners of the Senior Obligations and the TIFIA Lender.

"**Senior Debt Service**" means any debt service (excluding debt service on any Senior Obligations paid, or expected to be paid, from the proceeds of any Milestone Payments) on account of any Senior Obligations (including any mandatory redemption payments thereon)

"**Senior Debt Service Coverage Ratio**" means, as of each applicable Calculation Date, the ratio of annual Net Cash Flow to annual Senior Debt Service on Senior Obligations for, in each case, each Calculation Date from and including such Calculation Date to the Final Maturity Date.

"Senior [Loan/Bonds]" means the Senior [Loan/Bonds] issued on the Effective Date for the purpose of financing a portion of the Project Costs.

"**Senior Obligations**" means the Senior [Loan/Bonds] and any Additional Senior Obligations.

"Sponsor" means the entity or entities directly holding the ownership interests in the Borrower.

"**TIFIA Loan Agreement**" means the TIFIA Loan Agreement by and between the TIFIA Lender and the Borrower relating to the Project.

"**TIFIA Debt Service**" means, for any period, the debt service due on the TIFIA Loan.

"**TIFIA Loan Life Coverage Ratio**" means, as of each applicable Calculation Date, the ratio of (a) (i) the present value of all projected Net Cash Flow for each Calculation Date from and including such Calculation Date to the Final Maturity Date in each case discounted at the Weighted Average Interest Cost, using the most recently updated Financial Plan, adjusted to take into account (A) actual results and updated maintenance and capital repair projections, as approved by the Independent Engineer and (B) additional projected Net Cash Flow and Senior Debt Service in connection with Additional Senior Obligations; plus (ii) any balances credited to the Senior Debt Service Reserve Account and the TIFIA Loan Debt Service Reserve Account held by the Collateral Agent as of such Calculation Date (after giving effect to the disbursements from such Account scheduled on such Calculation Date), to (b) the aggregate outstanding principal amount of all Senior Obligations, and the TIFIA Loan on such Calculation Date minus the present value of Senior Debt Service on any Senior Obligations due and payable on each Calculation Date following the TIFIA Loan maturity date through the final maturity of such Senior Obligations discounted to the TIFIA Loan maturity date at the true interest cost of such Senior Obligations.

"**TIFIA Restricted Payment Conditions**" means each of the following conditions:

(i) all transfers and distributions required to be made pursuant to clauses First through [Ninth] of the Collateral Agency Agreement on or prior to such Calculation Date shall have been satisfied in full;

(ii) no default or event of default under the Collateral Agency Agreement has occurred and is continuing, or would occur as a direct result of the proposed transfer of funds to the Distribution Account;

(iii) the Senior Debt Service Reserve Account, the TIFIA Loan Debt Service Reserve Account and the Major Maintenance Reserve Account has been funded (in cash, Permitted Investments and, to the extent permitted, acceptable letters of credit from financial institutions rated at least AA or Aa, as applicable, from one Rating Agency) in an amount equal to the respective required balances;

(iv) the Borrower has provided a written certification that (i) for the immediately preceding period of consecutive 12 months (or, if prior to the first anniversary of the Substantial Completion Date, for any shorter period from the Substantial Completion Date annualized for a twelve-month period) the Total Debt Service Coverage Ratio as of the last date of such period of consecutive 12 months (or end of such shorter period) was not less than 1.20 to 1.00, and (ii) for the immediately succeeding 12 month period, the Total Debt Service Coverage Ratio is projected to be not less than 1.20 to 1.00;

(v) the Authority has not exercised its right to terminate the Project Agreement pursuant to the Project Agreement in respect of a "Developer Default"

thereunder;

(vi) the Substantial Completion Date has occurred;

(vii) the payment of all TIFIA Debt Service has been made;

(viii) the Senior Debt Service Coverage Ratio was equal to at least [•] for the preceding 12 month period; and

(ix) the TIFIA Loan Life Coverage Ratio, for each Calculation Date, is at least 1.20.

"**Total Debt Service Coverage Ratio**" means, as of each applicable Calculation Date, the ratio of (a) annual Net Cash Flow to (b) annual Senior Debt Service plus annual TIFIA Debt Service for each Calculation Date from and including such Calculation Date to the Final Maturity Date.

"**Weighted Average Interest Cost**" means, for each Calculation Date prior to the scheduled termination of the Project Agreement, a rate calculated as follows: the sum of (a) the applicable true interest cost(s) for the Senior Obligations multiplied by the ratio of (i) the current Senior Obligations principal amount then outstanding to (ii) the aggregate principal amount of each of the Senior Obligations, and the TIFIA Loan as of the Calculation Date; and (b) the interest rate on the TIFIA Loan multiplied by the ratio of (i) the current outstanding TIFIA loan Balance to (ii) the aggregate principal amount of each of the Senior Obligations, and the TIFIA Loan as of the Calculation Date.

Attachment II

RANKING OF CLAIMS

1. General. The TIFIA Loan will constitute a loan to the Borrower under the Transportation Infrastructure Finance and Innovation Act of 1998, as amended, and in accordance with such Act, it is the intent of the Borrower, the TIFIA Lender and the Senior Creditors that the TIFIA Obligations shall be subject and subordinate to the Senior Obligations and any security interest securing the TIFIA Loan is and shall be subject and subordinate to any security interest securing the Senior Obligations, in each case, to the extent and in the manner set forth in the Subordination Agreement and the Collateral Agency Agreement; provided that, from and after the occurrence of a Bankruptcy Related Event, if the TIFIA Loan is held by the TIFIA Lender or another federal agency as of the date of such Bankruptcy Related Event (and only for such time as such TIFIA Loan is held by the TIFIA Lender or another federal agency), the TIFIA Loan shall automatically and without action on the part of the TIFIA Lender or any other person immediately become and be of equal rank and in parity with the Senior Obligations, and the security interest in and to the Collateral securing such TIFIA Loan then held by the TIFIA Lender or another federal agency shall automatically and without action on the part of the TIFIA Lender or any other person immediately become and be of equal rank and in parity with the security interest in and to the Collateral securing the Senior Obligations, in each case, to the extent and in the manner set forth in the Subordination Agreement and the Collateral Agency Agreement.

2. Acceleration of Secured Obligations. No Secured Creditor (other than the Designated Representative of the Senior [Loan/ Bonds]) Lender will accelerate any Secured Obligation unless (i) the Senior [Loan/ Bonds] have been accelerated or (ii) the Borrower has failed to repay any principal of the Senior [Loan/ Bonds] that becomes due and payable on the final maturity of the Senior [Loan/ Bonds].

3. Loan Proceeds Accounts. The separate accounts established under the Collateral Agency Agreement to hold the proceeds of the Senior [Loans/ Bonds] and the TIFIA Loan shall be for the exclusive benefit of the Senior Obligation owners and the TIFIA Lender, respectively.

DEFAULTS AND ENFORCEMENT

1. Notice of Defaults. Promptly after any Designated Representative obtains knowledge of the occurrence of any default or event of default under any Financing Document to which it is a party, or that any default or event of default under any Financing Document to which it is a party has ceased to exist or has been rescinded, such Designated Representative shall notify the Collateral Agent in writing thereof (such notice, a "Notice of Default"). Each such Notice of Default shall describe such default or event of default (or its cessation or rescission) in reasonable detail (including the date of occurrence of the same). Upon receipt by the Collateral Agent of any such Notice of Default, it shall promptly send copies thereof to each other Designated Representative.

2. Secured Creditor Agreements.

(a) No Secured Creditor shall be entitled to take any Enforcement Action in connection with such event of default, nor shall any Secured Creditor instruct the Collateral Agent to take any Enforcement Action in connection with such event of default, in each case, except in accordance with the terms of the Subordination Agreement.

(b) Each Secured Creditor agrees that each decision made in accordance with the terms of the Subordination Agreement shall be binding upon it.

3. Exercise of Remedies. Subject to subsection 4 below, if the Instructing Controlling Party elects to exercise remedies, then the Collateral Agent shall follow the written instruction regarding the exercise of remedies delivered by the Instructing Controlling Party (the "Remedies Instruction"). Each Remedies Instruction shall specify the particular action that the Instructing Controlling Party propose to cause the Collateral Agent to take.

4. Generally.

(a) Except as expressly permitted in accordance with subparagraph (b) below, subsection 5 below and "Bankruptcy Related Events" below, in each case whether or not any Bankruptcy Related Event has occurred, (i) the TIFIA Lender shall not exercise or seek to exercise any rights or remedies with respect to the TIFIA Loan or the Collateral, or institute any action or proceeding with respect to such rights or remedies, whether against the Borrower, the [member/ general partner] of the Borrower, any Sponsor or otherwise, including (A) any action of foreclosure or proceeding, (B) the issuance of any notice directing the Collateral Agent to exercise any remedies, or (C) any contest or objection (or the support of any objection) to any exercise by the Collateral Agent relating to the Senior Obligations or the Collateral, and (ii) the Collateral Agent (acting at the direction of the Instructing Controlling Party), shall have the exclusive right to enforce rights and exercise remedies without the consent of the TIFIA Lender. Notwithstanding the foregoing, nothing in this subparagraph (a) shall be construed to prohibit the TIFIA Lender from enforcing, or to limit its right to enforce, any obligation to the TIFIA Lender of the Collateral Agent or any holder of Senior [Loan/ Bonds] arising under the Subordination Agreement, the Collateral Agency Agreement or any other Financing Document.

(b) Subject to subparagraph (c) below, the TIFIA Lender may:

(i) upon any failure by the Collateral Agent to pay, transfer or apply any funds in accordance with the flow of funds provisions of the Collateral Agency Agreement, deliver a direction notice to the Collateral Agent to take an Enforcement Action with respect thereto, which Enforcement Action shall be limited to the exercise of rights and remedies to reapply such funds in accordance with flow of funds provisions of the Collateral Agency Agreement;

(ii) upon any distribution of funds from any of the accounts established and held under the Collateral Agency Agreement in violation of any restriction on such distribution set forth in the flow of funds provisions of the Collateral Agency Agreement, deliver a direction notice to the Collateral Agent to take an Enforcement Action with respect thereto, which Enforcement Action shall be limited to the exercise of rights and remedies against the recipient of such funds or against any other party liable for such wrongful distribution; and

(iii) upon any breach by the Borrower of any non-monetary covenant or term of the TIFIA Loan Agreement that results in an Event of Default (as such term is defined in the TIFIA Loan Agreement) thereunder, bring suit against the Borrower seeking an order directing specific performance of such covenant or an order of injunction against the Borrower restraining it from any further breach of such covenant; provided, that in the case of a breach of a covenant or term relating to the acquisition, construction, use, lease, ownership, operation, maintenance, repair, restoration or modification of the

Project (excluding any such covenant or term relating to the preparation or distribution to the TIFIA Lender of notices, financial statements, reports or other documents, or rights of access of the TIFIA Lender to documents or other information), the TIFIA Lender shall first provide written notice to and consult with the Instructing Controlling Party with respect thereto and shall not bring a suit relating thereto if the Instructing Controlling Party advises the TIFIA Lender in writing within ten business days of receiving such notice from the TIFIA Lender that, in the determination of the Instructing Controlling Party, enforcement of the performance of such covenant or restraining the Borrower from any further breach of such covenant, as the case may be, is not in the best interests of the holders of the Senior Obligations.

(c) The following restrictions will apply with respect to the exercise of any of the TIFIA Lender's rights under subparagraph (b) above:

(i) any net proceeds resulting from any permitted Enforcement Action under subparagraph (b) above shall be applied in accordance with the flow of funds provisions of the Collateral Agency Agreement; and

(ii) any such Enforcement Action shall not include the exercise of any remedies against the Collateral or the filing of any involuntary petition in bankruptcy against the Borrower.

(v) Enforcement after a Bankruptcy Related Event.

(a) If a Bankruptcy Related Event occurs and is continuing, each of the Secured Creditors shall consult with the other in accordance with "Agreement of the Creditors" below (to the extent practicable under the circumstances) prior to directing the Collateral Agent to take any Enforcement Action or taking any other Enforcement Action it is taking or proposes to take to enforce the security interest upon any Collateral.

(b) In any Bankruptcy Proceeding:

(i) subject to subclauses (ii) and (iii) below, the TIFIA Lender, as to any TIFIA Loan obligations held by it, will have all rights of a creditor of the Borrower including, without limitation, the right to file proofs or claims of debt with respect to the TIFIA Loan (provided, that if the TIFIA Lender does not file any such proof or claim of debt within 30 days prior to the last date for the filing thereof, then, so long as any Senior Obligations shall be outstanding, the Collateral Agent shall be entitled to file any appropriate proof or claim on behalf of the TIFIA Lender), to appear and be heard as a creditor in such proceeding, to serve as a member of a committee of creditors, to file a plan of reorganization, to vote its claims in respect of any proposed plan of reorganization, and, subject to the provisions of section 4 under "Defaults and Enforcement" above, to receive and retain any payment or distribution of assets or securities of the Borrower, as the case may be, of any kind or character, whether in cash, securities or other property, made in or as a result of such proceeding pursuant to any plan of reorganization or otherwise;

(ii) subject to subclause (iii) below, each of the Collateral Agent (acting at the direction of the Instructing Controlling Party) and the TIFIA Lender (A) will use reasonable efforts to develop a plan for the course and conduct of any actions in any such proceeding (including any proposed foreclosure or disposition of all or a substantial part

of the Collateral) and (B) agree to authorize or take such Enforcement Actions and to vote as a creditor in such proceeding as shall be directed in writing by the Instructing Controlling Party, and no Secured Creditor shall take any Enforcement Action (or give or join in any directions to the Collateral Agent) which is inconsistent with a written direction by the Instructing Controlling Party; and

(iii) if the Collateral Agent (acting at the direction of the Instructing Controlling Party) requests that the TIFIA Lender join in directing the Collateral Agent in seeking a lifting of the automatic stay and in commencing and pursuing a foreclosure action with respect to the Collateral, the TIFIA Lender will join in such direction and will not take any action that would hinder such action.

(c) Once a Bankruptcy Related Event occurs, should the Senior Creditors receive any payments, distributions or delivery of proceeds of Collateral on account of the Senior Obligations and the TIFIA Lender does not receive a ratable payment, distribution or delivery on account of the TIFIA Loan obligations, then the Senior Creditors shall segregate, hold in trust and forthwith pay over to the Collateral Agent the payment, distribution or proceeds for distribution in accordance with the Collateral Agency Agreement. Similarly, once a Bankruptcy Related Event occurs, should the TIFIA Lender receive any payments, distributions or delivery of proceeds of Collateral on account of the TIFIA Obligations and the Senior Creditors do not receive a ratable payment, distribution or delivery on account of the Senior Obligations, then the TIFIA Lender shall segregate, hold in trust and forthwith pay over to the Collateral Agent the payment, distribution or proceeds for distribution in accordance with the Collateral Agency Agreement.

BANKRUPTCY RELATED EVENTS

If, at any time when a default in the payment when due of any TIFIA Debt Service shall have occurred and shall have continued without cure for a period of twelve months or more, the TIFIA Lender shall determine that a Bankruptcy Related Event has occurred and is continuing, the TIFIA Lender shall so notify the Borrower, each Designated Representative and the Collateral Agent in writing.

INSURANCE PROCEEDS

In the event of the occurrence of any casualty with respect to any of the Collateral, the TIFIA Lender agrees that the Collateral Agent (as directed by the Instructing Controlling Party) shall have the sole and exclusive right to adjust, compromise or settle any such loss with the insurer thereof, and to collect, receive and apply the proceeds from such insurer in accordance with the terms of the Financing Documents. Any insurer shall be fully protected if it acts in reliance on the provisions of this paragraph.

AMENDMENTS AND WAIVERS

Notwithstanding anything herein to the contrary, the Collateral Agent shall not consent to any amendment of the Collateral Agency Agreement or any associated security agreement without the written consent of the Instructing Controlling Party and the TIFIA Lender.

AGREEMENTS OF THE CREDITORS

1. The TIFIA Lender and each Senior Creditor agrees that to the extent practicable under the circumstances (as determined by such person in good faith in its sole discretion), at the written request of any other such person, it shall (a) consult with the other parties about any action it has taken, is taking or proposes to take that could reasonably be expected to materially affect the Borrower, the Project or the

Collateral, including any action with respect to which notice is required to be given under section 2 below, and (b) exchange views on the financial or operating condition of the Borrower, the security interests created by or pursuant to the Security Documents or otherwise in respect of the Collateral, the construction, or operation and maintenance of the Project; provided, however, that such consultation or exchange of views shall not be burdensome to the TIFIA Lender or any Senior Creditor.

2. Notices. Each of the Collateral Agent on behalf of the Senior Creditors and the TIFIA Lender agrees that to the extent practicable under the circumstances, it shall notify each of the other parties in writing at least five business days prior to taking, any of the following actions:

(a) the suspension or termination of commitments to extend credit pursuant to its respective Financing Documents;

(b) the declaration of an event of default under its respective Financing Documents;

(c) the acceleration of any loan made under its respective Financing Documents;

(d) the commencement of legal proceedings to collect or enforce any obligations under its respective Financing Documents;

(e) the issuance of instructions to the Collateral Agent to commence any proceeding or take any other Enforcement Action against the Borrower, any party to an equity contribution agreement or any other person, or the Collateral;

(f) the execution of any agreement or other documentation with respect to a workout, restructuring or reorganization of the Project, the Borrower, or the debt or obligations of the Borrower; and

(g) any amendment or waiver of the Financing Documents rescheduling principal of and/or interest payments and/or deferring any dates required for the payment of interest and/or repayment of principal.

Nothing in this section 2 shall limit or otherwise modify any notice obligation or consent right contained in any other Financing Document.

3. Modification of Financing Documents. The parties hereto agree that no Secured Creditor shall, without the consent of the Instructing Controlling Party, amend, modify, waive or otherwise change, or consent or agree to any material amendment, modification, waiver or other change to, any of the terms of the Financing Documents (it being understood that any amendment, modification, waiver or other change that (i) would extend the maturity or reduce the amount of any payment of principal thereof or reduce the rate or extend any date for payment of interest thereon, or alter any prepayment or mandatory redemption provisions so as to extend the repayment thereof, or extend any amortization schedule, or decrease the rate of any letter of credit fees or other fees payable or shorten the scheduled payments thereof or, with respect to the TIFIA Loan Agreement, amend the draw schedule of Senior [Loan/ Bond] proceeds, the TIFIA Loan amortization schedule, the anticipated TIFIA Loan disbursement schedule or the TIFIA Debt Service schedule in accordance with the terms of the TIFIA Loan Agreement and (ii) does not involve the payment of a consent fee, is deemed not material for purposes of this section 3).

ACCESSION

Any person that is to provide secured credit to the [Bond issuer] and/or the Borrower (an "*Acceding*

Party"), or any person that replaces any of the Secured Creditors and any provider of Additional Senior Obligation, shall accede to the Subordination Agreement by delivering to the Collateral Agent an accession agreement, duly executed by that Acceding Party. Upon the execution of such accession agreement by an Acceding Party and the Collateral Agent, such Acceding Party shall be a Secured Creditor and shall be bound by and subject to the terms and conditions hereof and the covenants, stipulations and agreements contained in the Subordination Agreement.

Exhibit J
Electronic Document and Information Protocols

1 General 1

2 Authority Process for Gaining Access 1

2.1 Authority Representative 1
2.2 Collaboration Portal Access Form 1
2.3 Non-Disclosure Agreement 2
2.4 Processing of Access Forms 2

3 Training 2

4 Protected Information Practices and Procedures (PIPP) 2

5 Background Screening 3

ATTACHMENTS

Attachment 1	**Collaboration Portal Access Form**
Attachment 2	**Protected Information Practices and Procedures (PIPP)**

1. GENERAL

The Authority will be utilizing the Collaboration Portal, a web-based electronic document archiving and retrieval portal, for exchange of information between the Proposers and the Authority. The Collaboration Portal is the designated means of electronic distribution and exchange by the Authority to Proposers and by Proposers to the Authority of documents and information, generally, and Protected Information during the RFP Process for the Project. This, however, does not supersede the requirement that all communications with respect to this RFP are to be by and between Proposer Representatives and the Authority Representative. The use of the Collaboration Portal is intended to aid and facilitate the communication process.

The Collaboration Portal is accessed by way of a secure website through the use of an individually assigned user name, password and RSA SecurID token. The following sections outline the process and forms necessary to gain access to the Collaboration Portal and provide information on how to obtain the necessary training.

The use of the Collaboration Portal for the exchange of documents and information will continue to develop throughout the RFP Process and life of the Project. The Authority has the right to modify the procedures or requirements of access or to use a different system of document exchange at any time. The Proposers shall be notified in the event of any such changes.

Each Proposer will have its own dedicated folder for its own use in transmitting all required submissions. The Authority will have access to each Proposer's directory and folder structure.

Once a Proposer has uploaded a document to the Collaboration Portal, it will not be able to delete the document.

2. AUTHORITY PROCESS FOR GAINING ACCESS

2.1. Authority Representative

Originals of all required forms described in Sections 2.2 and 2.3 below, shall be completed and transmitted to the Authority Representative for processing. All original forms must be signed using blue ink. To expedite access to the Collaboration Portal, Proposers must also submit copies of each completed form to the Authority Representative by e-mail.

2.2. Collaboration Portal Access Form

In accordance with the PIPP, each Proposer shall identify its Security Information Managers (each, a "**SIM**"), including its Primary SIM. In addition to the SIMs, each Proposer may select other individuals who will be designated as additional users of the Collaboration Portal and be granted permission to upload documents in accordance with the submittal requirements of the ITP, and must identify such individuals. Such individuals will not have access to upload or download any Protected Information. The Primary SIM of each Proposer will be responsible for maintaining the Collaboration Portal user account access list for all of its members.

Attachment 1 to this Exhibit J contains the Collaboration Portal Access Form that must be submitted by each Proposer for each member of its team who will be the designated users of the Collaboration Portal, including the SIMs and additional users. Each access form shall be signed by the individual that is to be granted access to the Collaboration Portal and the relevant Proposer Representative. Only individuals that have been issued a username and RSA SecurID token by the Authority in accordance with Section 2.4 below will be able to access the Collaboration Portal.

2.3. Non-Disclosure Agreement

All individuals named as designated users of the Collaboration Portal by a Proposer must sign the Authority's Non-Disclosure Agreement (the "**NDA**") in order to receive access to the Collaboration Portal. The form of the NDA is provided as Exhibit B to the PIPP.

2.4. Processing of Access Forms

Once the Authority Representative has received fully completed Collaboration Portal access forms and executed NDAs from a Proposer Representative, the Authority will review and process the forms and NDAs. The Authority will mail a username, an RSA SecurID token and instructions on how to activate the secure account to each individual whose access form and NDA have been processed.

3. TRAINING

The Authority will conduct one (1) training session for all individuals that have been granted access to the Collaboration Portal. SIMs must undergo additional SIM training in addition to the Collaboration Portal training. These trained individuals of each Proposer are the only individuals authorized to transmit documents or information to the Authority through the Collaboration Portal. SIMs will be the only individuals authorized to directly access or retrieve Protected Information from the Collaboration Portal.

4. PROTECTED INFORMATION PRACTICES AND PROCEDURES (PIPP)

Proposers shall comply with all requirements set forth in the Protected Information Practices and Procedures ("**PIPP**") attached as Attachment 2 to this Exhibit J. Any distribution of Protected Information by a SIM to other members within its Proposer team must be in accordance with the PIPP.

5. BACKGROUND SCREENING

Individuals who have access to the Collaboration Portal are required to undergo a background check in accordance with the Secure Worker Access Consortium ("**SWAC**"). Please see the PIPP for further details.

Attachment 1

GOETHALS BRIDGE REPLACEMENT PROJECT
COLLABORATION PORTAL ACCESS FORM

(For access to the Collaboration Portal)

THE PORT AUTHORITY
OF NY & NJ

Section A USER INFORMATION (All fields must be filled in)		
Last Name:	First Name:	Middle Initial:
Company Title:	Organization:	Date of Birth (MM/DD):
Street:		
City:	State/Country:	Zip:
Direct Phone Number:	Corporate Phone Number:	
Non-Disclosure Agreement: Y/N		

Section B AUTHORIZATIONS	
User Name:	User Signature:
Proposer Representative Name:	Proposer Representative Signature:

Attachment 2

Protected Information Practices and Procedures (PIPP)

[SEE ATTACHED]

1 INTRODUCTION 1

2 PROTECTED INFORMATION MANAGEMENT PLAN 1

3 SECURITY INFORMATION MANAGER (SIM) 1

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EXHIBITS	
Exhibit A	Defined Terms
Exhibit B	Form of Non-Disclosure and Confidentiality Agreement
Exhibit C	Process for Executing a Non-Disclosure Agreement
Exhibit D	Sample Confidential Information Coversheet
Exhibit E	Sample Confidential Privileged Information Coversheet
Exhibit F	Sample Confidential Privileged Information Transmittal Receipt
Exhibit G	Sample Authorized Personnel List
Exhibit H	Sample Document Accountability Log
Exhibit I	Sample Storage of Protected Information Log
Exhibit J	Sample Certificate of Destruction
Exhibit K	Sample Certificate of Return to Authority

1 INTRODUCTION

This Protected Information Practices and Procedures (PIPP) document identifies specific practices and personnel for the access, control, processing, handling, and storage of Protected Information (as defined in Exhibit A of this PIPP) generated, received, and distributed by the Authority and the Proposers for the Goethals Bridge Replacement Project RFP Process. This document also defines and addresses the secure handling of Protected Information during the RFP Process, from the issuance of the RFP to Commercial Close or termination of the RFP Process (as defined in this document).

Please be advised that disclosure by the Authority of any information related to the RFP Process shall be made subject to the Agreement on Terms of Discussion and the Authority's Freedom of Information Policy and Procedures.

Unless otherwise agreed by the Authority and the Successful Proposer or its Affiliate pursuant to the Project Agreement, the handling of Protected Information after Commercial Close shall be governed by the terms of the Project Agreement, including without limitation this PIPP and the Authority's Information Security Handbook (Handbook) for the Term of the Project Agreement to the extent each is made a part thereof.

Any defined terms not defined within this document shall be as defined in the Exhibit A of the Instructions to Proposers (ITP).

2 PROTECTED INFORMATION MANAGEMENT PLAN

Since most if not all Protected Information shall be transmitted via the Authority's Collaboration Portal, the Primary Security Information Manager (SIM) from each Proposer shall create a Protected Information Management Plan (PIMP) to address the process by which the Proposer shall handle electronic distribution of Protected Information received from the Authority, and electronic issuance and distribution of Proposer generated Protected Information to the Authority as well as within the Proposer's organization. The PIMP must comply with the provisions of this PIPP. The Primary SIM shall submit the PIMP to the Authority for approval.

3 SECURITY INFORMATION MANAGER (SIM)

3.1 Designation and Qualifications

Each Proposer shall designate at least three (3) team members who shall be responsible for managing the identification, handling, receipt, tracking, care, storage, and destruction of all Protected Information in accordance with this PIPP. These team members shall be designated the Security Information Managers (SIM) for the Proposer. Each Proposer shall also designate one SIM as its Primary SIM. The Primary SIM shall be the key point of contact for transfer

of Protected Information between the Authority and the Proposer. In the absence of the Primary SIM, an Alternate Primary SIM may be appointed to assist the Proposer in all Primary SIM responsibilities. The Proposer shall provide the Primary and Alternate Primary SIMs names to the Authority.

All SIMs shall meet the following requirements:

(i) be eligible to work in the United States of America;

(ii) complete a successful background screening through the Secure Worker Access Consortium (SWAC) process as described in Section 4.2.2; and

(iii) execute or acknowledge a Port Authority Non-Disclosure and Confidentiality Agreement (NDA). For a copy of the NDA, refer to Exhibit B.

3.2 Responsibilities

The SIM shall be responsible for:

(i) coordinating the implementation and providing daily oversight of the procedures required by the PIPP;

(ii) ensuring compliance with the PIPP by the Proposer;

(iii) managing and overseeing information security issues for the Proposer;

(iv) compiling & maintaining an inventory log entitled the Document Accountability Log for all Confidential Privileged Information, whether hard copy or electronic (refer to Section 5.4 for more information on the Document Accountability Log);

(v) maintaining a log entitled Authorized Personnel Clearance List of entities and individuals with signed non-disclosure agreements and successful background screenings;

(vi) maintaining the Collaboration Portal user account access list for all of its members;

(vii) maintaining all hard copies of Protected Information in secure containers as described in Section 5.5;

(viii) training Major Participant staff and other third parties as necessary to ensure that all individuals accessing any Protected Information are aware of the requirements of this PIPP and in the NDA; and

(ix) communicating with the Authority on all information security-related matters.

4 ACCESS TO PROTECTED INFORMATION

4.1 Classifications of Protected Information

There are two types of Protected Information classifications that shall be used during this RFP Process: "Confidential Information" and "Confidential Privileged Information," each as defined in Exhibit A. Information prepared by the Authority or the Proposers that is not marked or designated as Confidential Information or Confidential Privileged Information shall not be considered Protected Information. The following identifies a basis for categorizing sensitive information (as applicable):

CONFIDENTIAL PRIVILEGED

- Any information that reveals security risks, threats, or vulnerabilities, built-in or potential to Port Authority facilities.
- Documentation that identifies specific physical security vulnerabilities, when referring to specific terrorist threats and/or the specific capabilities in-place to counter a threat.
- Documentation revealing specific security vulnerabilities at a new or existing PANYNJ facility, if specific weaknesses are reflected or maximum tolerances are provided.
- Information revealing details of defeating a security system(s).
- Drawings or documents that reveal specific design criteria or ratings, which provide potential risks, threats, or vulnerabilities to Port Authority Facilities or the Public.
- Information identifying the basis for implementing an operational or technical security solution.
- Details related to emergency response protocols, egress plans, flow paths, egress capacities etc., not publicly available

CONFIDENTIAL

- What specific security system/ hardware model number is installed at a specific location.
- Details concerning overall security system(s) or individual subsystem(s), including design, Engineering, construction, fabrication and rollout

schedule when data is site specific or concerns core area systems.

- Structural plans and details if site-specific information involves details of security system(s) or protection.
- Design data revealing Engineering, construction, or fabrication details of primary and emergency electrical power systems supporting security, communications or life safety systems, which are not visible to the public.
- Documents identifying protective measures around Operations & Control Centers.
- Documents identifying the location of Police and Emergency Communication Lines.

The table below includes specific examples of the types of sensitive information that shall be classified in these two categories:

Protected Information Classifications by Category	
Confidential Privileged	**Confidential**
Part II, Volume 2, Section 3 (Security Performance Standards) of the Project Documents	Existing Bridge As-built Plans (provided in Part III of the RFP)
Proposed details of Security and Safety Systems prepared by the Proposers	Illustrative Design Drawings
Concept Design Drawings describing or detailing the requirements of Part II, Volume 2, Section 3	
Drawings with the following information: Stay Cable details: strand quantities or forces Tower or Pier reinforcing Tower or Pier details indicating if solid or hollow section	

4.2 Authorization to Access Protected Information

All Major Participant entities shall sign an NDA. All individuals who require access to any information that is classified as Confidential Privileged Information shall be required to sign NDAs, or an acknowledgement of an existing NDA, as a condition of being granted access to Confidential Privileged Information. Refer to Exhibit C for the process for executing the NDAs and Acknowledgments.

Individuals who require access to any information that is classified as Confidential Information shall not be required to sign or acknowledge an NDA. However, the Proposer and the Major Participants are responsible for ensuring that all individuals to whom Confidential Information is provided or made available shall safeguard such Confidential Information in the manner and to the degree required pursuant to this PIPP, as further provided in the NDA.

The Primary SIM or the Alternate Primary SIM shall keep and maintain an Authorized Personnel Clearance List, which is the log of all individuals and entities who have signed or acknowledged an NDA and shall transmit the log to the Authority upon request.

An individual may only access Confidential Privileged Information if such individual is listed on the Authorized Personnel Clearance List.

4.2.1 Additional Access Requirements for Confidential Privileged Information

All individuals or entities that require access to Confidential Privileged Information shall meet the requirements of Section 4.2 and shall also be required to complete a successful background screening through SWAC as a condition of being granted access to Confidential Privileged Information. Refer to Section 4.2.2 for the SWAC screening requirements and process.

Only those individuals and entities that sign or acknowledge an Authority provided NDA (refer to Exhibit B) and complete a successful background screening through SWAC may access Confidential Privileged Information.

4.2.2 Background Screening

The Secure Worker Access Consortium is a unique cooperative security program that enables the effective and efficient screening of individuals who require access to secure areas or Confidential Privileged Information.

All individuals shall be required to apply for SWAC approvals (www.secureworker.com) if they are to be in designated secure areas of the Site and/or if they are to access Confidential Privileged Information.

4.2.2.1 Access to Confidential Privileged Information Only

For those accessing Confidential Privileged Information who will not be visiting the Site, the following process applies.

Follow the link below to see a sample access form entitled Bidder ID Document Requirements:

http://www.secureworker.com/assets/downloads/Bidder_ID_Form_12.14.2011.pdf

The form is to be signed by an officer of the company for which the individual is employed or the Proposer's Primary SIM or Alternate Primary SIM as well as notarized and submitted to SWAC via overnight mail. If the Primary SIM or Alternate Primary SIM is not the signatory of the document, the Primary SIM or Alternate Primary SIM shall be advised by the applicant that the application is occurring and must be notified with documentation of the results of the individual's background screening. Detailed instructions for submission of the form and associated documents are provided on the SWAC website.

For a direct link to the form:

http://www.secureworker.com/assets/downloads/Bidder_ID_Documentation_Submittal_Forms.pdf

An applicant will receive an online notification of a successful or unsuccessful SWAC background screening. This notification will also be sent to the signatory of the document (company officer, Primary SIM, or Alternate Primary SIM).

4.2.2.2 Access to the Site

For any individuals visiting the Site in designated secure areas whether or not they handle Confidential Privileged Information, they must present themselves and their unexpired government issued documents to a SWAC Processing Center for Positive Identity Verification. The individual shall also go through the SWAC background screening process as described above.

For a direct link to the application, follow the link provided below:

https://www.secureworker.com/corpapp/corpstep1.asp

Upon SWAC approval, the applicant shall be notified and can then go to a SWAC processing center to pick up his/her ID card. SWAC processing centers are listed on the SWAC website.

5 CREATING AND WORKING WITH PROTECTED INFORMATION

5.1 Document Creation and Identification Requirements

Protected Information may be created in any of the following ways:

(i) The Authority provides to the Proposer Information marked "Confidential Information" or "Confidential Privileged Information," in either electronic or hard copy format.

(ii) The Proposer places or uses any Protected Information provided to it by the Authority in a new format or document, whether or not transmitted either to the Authority or to other members of the Proposer's team.

(iii) The Proposer derives Information from Protected Information, whether or not transmitted to the Authority or to other members of the Proposer's team.

The intent is to minimize the transmission of Protected Information (including, without limitation, Confidential Privileged Information) as much as possible. Because it may be possible for only a portion of a package to be Confidential Privileged Information, that portion shall be extracted as a separate document and only the extracted portion would then be marked Confidential Privileged Information and numbered on each page.

5.1.1 Authority Provided Protected Information

When Protected Information is provided by the Authority, the Authority shall mark or otherwise designate the Information as Confidential Information or Confidential Privileged Information. All items marked Confidential Privileged Information shall contain a document identification number similar to as follows:

CP-GBR-12-0-0

The zeroes above shall be replaced with a sequential number and a copy number in that order.

The Authority shall utilize for the electronic transmission of Confidential Privileged Information the Brava CSF (Content Sealed Format) file format. A file shall be created for each Primary SIM/Alternate Primary SIM and placed on the Authority's Collaboration Portal. This file shall include a unique watermark for each Proposer, a unique password, and a set expiration date of 30 Days on the file. Once the 30 Days have expired, the file will no longer open and a new copy of the CSF file shall be placed on the Authority's Collaboration Portal by the Authority for the Primary SIM/Alternate Primary SIM to download. A free Brava viewer can be downloaded at the following link:

http://www.bravaviewer.com/downloadreader.htm

5.1.2 Proposer Provided Protected Information

When Protected Information is created by the Proposer and fits the criteria listed above in Section 5.1(ii) or (iii), then the documents shall be marked either Confidential or Confidential Privileged by the Primary SIM or Alternate Primary SIM. If there is a question in regards to marking or not marking a document as Protected Information, contact the Authority immediately for verification.

For Confidential Privileged Information, a document identification number shall be placed on every page of all hard copy documents. If a document marked Confidential Privileged is transmitted electronically and subsequently printed, it will need a document identification number. Each Proposer shall use the following as a template for the document identification number:

CP-XXXX-12-0-0

The X's in the above template shall be replaced with a maximum of 4 letter characters to identify each Proposer. The zeroes shall be replaced with a sequential number with a new number for each new document and a copy number indicating the copy number for each sequential numbered document) in that order.

All Protected Information submitted electronically shall be in the form of either an encrypted zip file or encrypted pdf file and transmitted through the Authority's Collaboration Portal or in the case of documents within the Proposer's organization, shall be transmitted per the Proposer's PIMP.

For all encrypted files submitted to the Authority, Primary SIM or Alternate Primary SIM shall provide all requisite passwords to the Authority's representative via telephone.

A coversheet shall be attached to all Confidential and Confidential Privileged documents in order to identify that special handling is required for those documents. A sample of each coversheet is provided in Exhibits D and E respectively.

5.2 Receipt and Transmission of Protected Information

5.2.1 Receipt and Transmission of Confidential Information

All Confidential Information from the Authority to the Proposer shall be transmitted to the SIMs through the Authority's Collaboration Portal. All Confidential Information transmitted to the Authority by the Proposer shall be submitted by the Primary SIM or Alternate Primary SIM through the Authority's Collaboration Portal.

In addition to the Authority's Collaboration Portal, Confidential Information may be e-mailed as long as appropriate markings appear in the subject and body of the e-mail similar to the coversheet provided in Exhibit D.

5.2.2 Receipt and Transmission of Confidential Privileged Information

The Primary SIM or Alternate Primary SIM shall be the only authorized users of the Authority's Collaboration Portal for the retrieval and submission of all Confidential Privileged Information.

Any transmission (either electronically or hard copy) must have the appropriate markings on the documents and an appropriate cover sheet as shown in Exhibit E. **Confidential Privileged Information shall not be e-mailed.**

5.2.3 Transmittal Receipt for Protected Information

All transmissions of Protected Information shall be accompanied by a Transmittal Receipt. An example of the Transmittal Receipt can be found in Exhibit F. All Transmittal Receipts shall be sent to the Primary SIM or Alternate Primary SIM for records and shall be provided to the Authority upon request.

5.2.4 Transmission of Protected Information by a Delivery Service

Protected Information may be transmitted utilizing a commercial delivery service (e.g., DHL, FedEx, UPS) or a courier service provided that the Primary SIM or Alternate Primary SIM utilizes the Document Accountability Log to reflect the transmission of the documents. All packages must be sealed in a manner that easily identifies whether the package has been opened prior to delivery to the intended recipient. The use of a double wrapped/enveloped package or tamper resistant envelope must be used to fulfill this requirement. Protective markings are not to be placed on the outer visible envelope. If using a double wrapped package or two envelopes, the inner wrapping or envelope should be marked in accordance with the appropriate category designation. The package must be addressed to an individual's name on the shipping label. All mailings shall also require the following:

(i) return receipt requested; and

(ii) verify recipient name and mailing address.

5.3 Handling of and Access to Protected Information

Handling refers to the physical possession of, and includes working on or with Protected Information to perform job duties or complete tasks or projects. Protected Information in any form, including physical or electronic, must be under constant surveillance by an authorized individual to prevent it from being viewed by, or be obtained by, unauthorized persons. Protected Information shall be considered to be in use when it is not stored in an approved security container.

Specific handling requirements for Confidential and Confidential Privileged Information are described in Sections 5.3.1 and 5.3.2 below.

Access to any designated Protected Information shall be through the SIMs. The Primary SIM or Alternate Primary SIM shall keep an inventory of all Confidential Privileged Information, including whether in electronic or hardcopy format, or both, and its location using a Document Accountability Log. Only individuals on the Primary SIMs Authorized Personnel List shall be given access to Protected Information. A sample Authorized Personnel List is provided in Exhibit G.

5.3.1 Handling of Confidential Information

When handling Confidential Information, the following shall be required:

(i) all Confidential Information shall be turned face down or covered or if it is on a computer screen turn off the monitor when an unauthorized person is nearby; and

(ii) use all means to prevent unauthorized public disclosure of information.

5.3.2 Handling of Confidential Privileged Information

When handling Confidential Privileged Information, the requirements of Section 5.3.1 shall be followed as well as the following additional requirements:

(i) all Confidential Privileged Information shall never be left unattended outside of the storage location;

(ii) all Confidential Privileged Information must be under the direct and constant supervision of an authorized person who is responsible for protecting the information from unauthorized disclosure;

(iii) computer screens are to be locked when left unattended; and

(iv) attach an information cover sheet when removing materials from their place of storage.

5.4 Document Accountability Log

The Primary SIM or Alternate Primary SIM shall maintain a Document Accountability Log (DAL) of all Confidential Privileged Information. The DAL shall be used to log the transmission and receipt of Confidential Privileged Information, whether transmitted electronically or otherwise. Only those individuals that are listed on the Authorized Personnel List and have met all the criteria of Section 4.2 shall receive Confidential Privileged Information. A sample Document Accountability Log is provided in Exhibit H.

5.5 Storage of Protected Information

Unauthorized access to Protected Information shall be prevented at all times. Protected Information in hardcopy format shall be kept in a location secured against theft and other unauthorized entry.

Protected Information shall be gathered and stored in a minimum number of office locations. The Primary SIM or Alternate Primary SIM shall be responsible for identifying all locations of Protected Information in each office location for the Proposer and shall be responsible for the verification of the appropriateness of all containers and locks at each office location. A log shall be kept by the Primary SIM or Alternate Primary SIM for each location where Protected Information is located. A sample of this log, entitled Storage of Protected Information, is located in Exhibit I.

The Primary SIM or Alternate Primary SIM shall periodically review all Protected Information at each office location in order to confirm the need to retain it or destroy it, consistent with this PIPP and the NDA requirements.

Any Protected Information in electronic format that is downloaded or printed carries with it the responsibility to protect that information in accordance with the procedures identified in this PIPP.

5.6 Destruction and Disposal Requirements

The Primary SIM or Alternate Primary SIM shall be responsible for ensuring either the proper destruction of the Protected Information by shredding, filing in an appropriate and secure location, and/or returning the Protected Information to the Authority.

A Certificate of Destruction stating that the document has been destroyed (including when, by whom and the method) shall be used for all destroyed Protected Information. A sample Certificate of Destruction can be found in Exhibit J. A Certificate of Return to Authority shall be used if the Protected Information has been returned to the Authority. A sample certificate can be found in Exhibit K. Either certification shall be signed by the Primary SIM or Primary Alternate SIM to verify the disposition of the Protected Information.

All Protected Information stored in electronic form shall be erased and destroyed with methods that comply with the US Department of Defense standards for file secure erasure (DoD 5220.22). To prevent discovery by a computer technician or other unauthorized person, CyberScrub or similar software shall be used for electronically stored Protected Information. A Certificate of Destruction shall be submitted to the Authority for the destruction of electronic Protected Information with the Primary SIM or Alternate Primary SIM signing for verification of its destruction.

5.7 Lost Documents

If Protected Information is lost or misplaced, such loss shall be reported to a SIM as well as the Primary SIM or Alternate Primary SIM. The Primary SIM or Alternate Primary SIM shall then immediately notify the Authority.

5.8 Completion or Termination of RFP Process

Subject to the exceptions set forth in Section 4 of the NDA, upon the completion or termination of the RFP Process, or upon the Authority's written request, whichever is sooner, the Proposer must return or destroy any Protected Information pursuant to Section 5.6 above. The Successful Proposer may retain Protected Information if necessary to continue its work on the Project, and such Protected Information shall continue to be protected under this PIPP, as well as the Project Agreement and Handbook.

6 AUDITING AND MONITORING BY THE AUTHORITY

The Authority may conduct scheduled or unscheduled examinations of business practices of each Proposer in order to assess the extent of compliance with the PIPP and the Proposer's PIMP.

The Authority's assessment of compliance with the PIPP and the Proposer's PIMP will consist of visit(s) to office locations of the Proposer where Protected Information is currently being housed and interviews with personnel at those sites to determine if this PIPP and the Proposer's PIMP are being enforced. If during the site visits and personnel interviews it is determined by the Authority that the Proposer is not in compliance with this PIPP or the Proposer's PIMP, the deficiencies shall be forwarded to the Primary SIM and/or the Alternate Primary SIM for immediate corrective action. Follow-up site visits and personnel interviews may occur after the findings of any initial violations, infractions, or breaches.

All security infractions (suspected or known) or suspicious behavior shall be immediately reported to a SIM and the Primary SIM or Alternate Primary SIM. The Primary SIM or Alternate Primary SIM shall notify the Authority immediately.

EXHIBIT A – DEFINED TERMS

"**Confidential Information**" means and includes any highly sensitive Information provided by the Authority to the Proposer, its Related Parties or Third Parties (or any Information derived therefrom by the Proposer, its Related Parties or Third Parties) that if lost or made public, could seriously damage or compromise the Authority, its property, facilities, systems or operations, and/or public safety and security, including, but not limited to, methods utilized to mitigate vulnerabilities and threats, such as to identify location, design, construction, schedule and fabrication or security systems; provided that Confidential Information does not include Information which: (A) is already possessed by the Proposer or its Related Parties or Third Parties and is not known by the Proposer to be subject to another confidentiality agreement with or other obligation of secrecy to the Authority with respect to such Confidential Information; (B) becomes available to the public other than as a result of a disclosure by the Proposer or its Related Parties or Third Parties in breach of this Agreement; (C) becomes available to the Proposer or its Related Parties or Third Parties from a source other than the Authority, or its advisors, provided that such source is not known by the Proposer to be bound by a confidentiality agreement with or other obligation of secrecy to the Authority with respect to such Confidential Information; (D) Information that was independently conceived of and developed by the Proposer or its Related Parties or Third Parties without reference to such Confidential Information; or (E) was not marked as "Confidential Information" by the Authority or the Proposer.

"**Confidential Privileged Information**" means and includes: (i) any highly sensitive security or public safety Information provided by the Authority to the Proposer, its Related Parties or Third Parties (or any Information derived therefrom by the Proposer, its Related Parties or Third Parties) that if lost or made public could seriously damage or compromise the Authority, its property, facilities, systems or operations, and/or public safety and security including, but not limited to, Information identifying vulnerabilities, capabilities, threats, operational methodologies, and/or security related design criteria, and (ii) any other Information provided by the Authority to the Proposer, its Related Parties or Third Parties (or any Information derived therefrom by the Proposer, its Related Parties or Third Parties) that is entitled to protection as a public interest privilege under New York State law or as may be deemed by the Authority to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws; provided that Confidential Privileged Information does not include Information which: (A) is already possessed by the Proposer or its Related Parties or Third Parties and is not known by the Proposer to be subject to another confidentiality agreement with or other obligation of secrecy to the Authority with respect to such Confidential Privileged Information; (B) becomes available to the public other than as a result of a disclosure by the Proposer or its Related Parties or Third Parties in breach of this Agreement; (C) becomes available to the Proposer or its Related Parties or Third Parties from a source other than the Authority, or its advisors, provided that such source is not known by the Proposer to be bound by a confidentiality agreement with or other obligation of secrecy to the Authority

with respect to such Confidential Privileged Information; or (D) Information that was independently conceived of and developed by the Proposer or its Related Parties without reference to such Confidential Privileged Information.

"**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

"Proposer" means, with respect to any NDA, the party named therein as the "Recipient."

"**Protected Information**" means information that is Confidential Information or Confidential Privileged Information.

"**Related Party**" and "**Related Parties**" means any individual to whom any Confidential Privileged Information is disclosed or made available, whether such individual is employed or retained by the Proposer, the Proposer's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants, or any other entity.

"**Third Party**" and "**Third Parties**" means any individual to whom any Confidential Information is disclosed or made available, whether such individual is employed or retained by the Proposer, the Proposer's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants, or any other entity.

EXHIBIT B– FORM OF NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT BETWEEN

_____

AND

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "**Agreement**") is made as of this _____ day of _____,_____, by and between **THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY** (the "**Port Authority**"), a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States, and having an office and place of business at 225 Park Avenue South, New York, New York, 10003, and _____ having an office and place of business at _____ ("**Recipient**").

WHEREAS, the Port Authority desires, subject to the terms and conditions set forth below, to disclose to Recipient Protected Information (as defined below) in connection with the Request For Proposals ("**RFP**") for the Goethals Bridge Replacement Project (the "**Project**"); and

WHEREAS, Recipient acknowledges that the Port Authority, in furtherance of its performance of essential and critical governmental functions relating to the Project, has significant interests and obligations in establishing, maintaining and protecting the security and safety of the Project and surrounding areas and related public welfare matters; and

WHEREAS, in furtherance of critical governmental interests regarding public welfare, safety and security at the Project site, the Port Authority has collected and prepared Information (as defined below) and undertaken the development of certain plans and recommendations regarding the security, safety and protection of the Project site, including the physical construction and current and future operations; and

WHEREAS, the Port Authority and Recipient (collectively, the "**Parties**") acknowledge that in order for Recipient to prepare a Proposal in response to the RFP, the Port Authority may provide Recipient or certain of its Related Parties and Third Parties (as defined below) certain Information in the possession of the Port Authority, which may contain or include confidential and/or privileged Information, documents and plans, relating to the Project, the unauthorized disclosure of which could result in significant public safety, financial and other damage to the Port Authority, the Project, its occupants, and the surrounding communities; and

WHEREAS, in order to protect and preserve the privilege attaching to and the confidentiality of the aforementioned Information as well as to limit access to such Information to a strict need to know basis, the Port Authority requires, as a condition of its sharing or providing access to such confidential and/or privileged Information, documents and plans, that Recipient enter into this Agreement and that its Related Parties thereafter acknowledge and agree to be bound by the terms of this Agreement with respect to Information provided to Related Parties by Recipient, as well as all work product incorporating such Information, and to also fully comply with applicable federal rules and regulations with respect thereto; and

WHEREAS, as a condition to the provision of such Information to Recipient and certain Related Parties, Recipient has agreed to enter into this Agreement with respect to the handling and use of such Information and to cause Related Parties to join in and be bound by the terms and conditions of this Agreement; and

WHEREAS, this Agreement supersedes and replaces in its entirety any non-disclosure and confidentiality agreement entered into by the Parties with respect to the Project prior to the date hereof.

NOW, THEREFORE, in consideration of the provision by the Port Authority of Information for Proposal Purposes (as each such term is defined below) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Port Authority, the Parties agree as follows:

1. **Defined Terms**. In addition to the terms defined in the Recitals above, the following terms shall have the meanings set forth below. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Part 1, Instructions to Proposers ("**ITP**") of the RFP.

   (a) "**Acknowledgement**" means the form of Acknowledgment by Related Party attached hereto as Exhibit A.

   (b) "**Authorized Disclosure**" means the disclosure of Protected Information strictly in accordance with the Confidentiality Control Procedures applicable thereto: (i) as to Confidential Information, to a Related Party or Third Party that has a need to know such Confidential Information strictly for Proposal Purposes; and (ii) as to Confidential Privileged Information, only to a Related Party that has a need to know such Confidential Privileged Information strictly for Proposal Purposes and that has agreed in writing to be bound by the terms of this Agreement by executing the Acknowledgment.

   (c) "**Confidential Information**" means and includes any highly sensitive Information provided by the Port Authority to Recipient, its Related Parties or Third Parties (or any Information derived therefrom by Recipient, its Related Parties or Third Parties) that if lost or made public, could seriously damage or compromise the Port Authority, its property, facilities, systems or operations, and/or public safety and security, including, but not limited to, methods utilized to mitigate vulnerabilities and threats, such as to identify location, design, construction, schedule and fabrication or security systems; provided that Confidential Information does not include Information which: (A) is

already possessed by Recipient or its Related Parties or Third Parties and is not known by Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to the Port Authority with respect to such Confidential Information; (B) becomes available to the public other than as a result of a disclosure by Recipient or its Related Parties or Third Parties in breach of this Agreement; (C) becomes available to Recipient or its Related Parties or Third Parties from a source other than the Port Authority, or its advisors, provided that such source is not known by Recipient to be bound by a confidentiality agreement with or other obligation of secrecy to the Port Authority with respect to such Confidential Information; (D) Information that was independently conceived of and developed by Recipient or its Related Parties or Third Parties without reference to such Confidential Information; or (E) was not marked as "Confidential Information" by the Port Authority or the Recipient.

(d) "**Confidential Privileged Information**" means and includes: (i) any highly sensitive security or public safety Information provided by the Port Authority to Recipient, its Related Parties or Third Parties (or any Information derived therefrom by Recipient, its Related Parties or Third Parties) that if lost or made public could seriously damage or compromise the Port Authority, its property, facilities, systems or operations, and/or public safety and security including, but not limited to, Information identifying vulnerabilities, capabilities, threats, operational methodologies, and/or security related design criteria, and (ii) any other Information provided by the Port Authority to Recipient, its Related Parties or Third Parties (or any Information derived therefrom by Recipient, its Related Parties or Third Parties) that is entitled to protection as a public interest privilege under New York State law or as may be deemed by the Port Authority to be afforded or entitled to the protection of any other privilege recognized under New York, and/or New Jersey state laws or Federal laws; provided that Confidential Privileged Information does not include Information which: (A) is already possessed by Recipient or its Related Parties or Third Parties and is not known by Recipient to be subject to another confidentiality agreement with or other obligation of secrecy to the Port Authority with respect to such Confidential Privileged Information; (B) becomes available to the public other than as a result of a disclosure by Recipient or its Related Parties or Third Parties in breach of this Agreement; (C) becomes available to Recipient or its Related Parties or Third Parties from a source other than the Port Authority, or its advisors, provided that such source is not known by Recipient to be bound by a confidentiality agreement with or other obligation of secrecy to the Port Authority with respect to such Confidential Privileged Information; or (D) Information that was independently conceived of and developed by Recipient or its Related Parties without reference to such Confidential Privileged Information.

(e) "**Confidentiality Control Procedures**" means the procedures, safeguards and requirements for the identification, processing, protection, handling, distribution, tracking and storage of Protected Information that are required to be established and implemented by the PIPP (as hereinafter defined) and/or by the terms of this Agreement.

(f) "**Information**" means, collectively, all information, documents, data, reports, notes, studies, projections, records, manuals, graphs, electronic files, computer generated data or information, drawings, charts, tables, diagrams, photographs, and other

media or renderings containing or otherwise incorporating information that may be provided or made accessible at any time, whether in writing, orally, visually, photographically, electronically or in any other form or medium, including, without limitation, any and all copies, duplicates or extracts of the foregoing.

(g) **"Proposal Purposes"** means the use of Protected Information strictly and only for purposes related to Recipient's and its Related Parties' or Third Parties' participation and involvement in preparing a response to the RFP, and only for such period of time during which Recipient and its Related Parties or Third Parties are involved in RFP and Proposal related activities.

(h) **"Protected Information"** means Information that is Confidential Information or Confidential Privileged Information.

(i) **"Protected Information Practices and Procedures"** or **"PIPP"** means the document titled Protected Information Practices and Procedures manual attached as Attachment 2 to Exhibit J of the ITP.

(j) **"Related Party"** and **"Related Parties"** means any individual to whom any Confidential Privileged Information is disclosed or made available, whether such individual is employed or retained by Recipient, Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants, or any other entity.

(k) **"Third Party"** and **"Third Parties"** means any individual to whom any Confidential Information is disclosed or made available, whether such individual is employed or retained by Recipient, Recipient's outside consultants, attorneys, advisors, accountants, architects, engineers or subcontractors or sub-consultants, or any other entity.

2. **Use of Protected Information**. All Protected Information shall be used by Recipient in accordance with the following requirements:

(a) Recipient shall hold in confidence, disclose and use (and shall cause its Related Parties and Third Parties to hold in confidence, disclose and use) all Protected Information solely for Proposal Purposes in accordance with the terms hereof, including the Confidentiality Control Procedures, and any applicable legal requirements. Protected Information may be disclosed only if and to the extent that such disclosure is an Authorized Disclosure; provided, for avoidance of doubt, that Recipient shall not be liable for any disclosure of Protected Information to which the Port Authority consents in writing pursuant to Section 2(e) or Section 3 or otherwise.

(b) Recipient covenants to the Port Authority that, before it receives any Protected Information, it shall have established, promulgated and implemented Confidentiality Control Procedures for the identification, handling, receipt, care, and storage of Protected Information sufficient to control and safeguard against any unauthorized access, disclosure, loss or misuse of Protected Information by Recipient, its Related Parties or Third Parties, and sufficient to meet the requirements of the PIPP.

(c) The Port Authority reserves the right to audit Recipient's Confidentiality Control Procedures to ensure that Recipient in compliance with the terms of this Agreement.

(d) Nothing in this Agreement shall require the Port Authority to tender or provide access to or possession of any Protected Information to Recipient or its Related Parties or Third Parties, whether or not the requirements of this Agreement are otherwise satisfied.

(e) Recipient agrees to be responsible for enforcing the provisions of this Agreement with respect to its Related Parties and Third Parties in accordance with the Confidentiality Control Procedures. Except as required by law pursuant to written advice of competent legal counsel, or with the Port Authority's prior written consent, neither Recipient, nor any of the Related Parties, shall disclose to any third party, person or entity any Protected Information under circumstances where Recipient is not fully satisfied that the person or entity to whom such disclosure is about to be made shall act in accordance with the Confidentiality Control Procedures, the PIPP, and this Agreement, whether or not such person or entity has agreed in writing to be bound by the terms of this Agreement or any Acknowledgement. Recipient is responsible for collecting and managing the Acknowledgments signed by Related Parties pursuant to this Agreement. Recipient shall, at the Port Authority's request, provide the Port Authority a list of all Related Parties who have signed an Acknowledgment, and copies of such Acknowledgments.

(f) As to Protected Information provided by or on behalf of the Port Authority, nothing in this Agreement shall constitute or be construed as a waiver of any public interest privilege or other protections established under applicable state or federal law.

3. **Disclosures and Discovery Requests**. If a subpoena, discovery request, court order, Freedom of Information Request, or any other request or demand authorized by law seeking disclosure of the Protected Information is received by Recipient or any Related Party or Third Party, Recipient shall notify the Port Authority thereof, to the extent permitted by law, with sufficient promptness so as to enable the Port Authority to investigate the circumstances, prepare any appropriate documentation and seek to quash the subpoena, to seek a protective order, or to take such other action regarding the request as it deems appropriate. In the absence of a protective order, disclosure shall be made, in consultation with the Port Authority, of only that part of the Protected Information as is legally required to be disclosed. If at any time Protected Information is disclosed in violation of this Agreement, Recipient shall immediately give the Port Authority written notice of that fact and a detailed account of the circumstances regarding such disclosure to the Port Authority.

4. **Retention Limitations; Return of Protected Information**. Upon the completion or termination of the RFP Process or upon the Port Authority's written request, whichever is sooner, the Recipient shall promptly return to the Port Authority, destroy or (to the extent stored in an electronic format) delete any Protected Information received by Recipient or

any of its Related Parties or Third Parties at Recipient's expense, in each case, according to the procedures set forth in the PIPP; provided, however, that Recipient and its Related Parties and Third Parties shall be (i) entitled to retain any Confidential Information to the extent necessary to demonstrate their compliance with any legal, professional or contractual obligation or document retention policy, and (ii) otherwise permitted to retain Protected Information as provided in Section 5.8 of the PIPP. Any such Protected Information shall continue to be subject to the confidentiality requirements and protections of this Agreement.

5. **No Other Obligations**. The Port Authority and Recipient agree that unless and until the Project Agreement or another definitive agreement between the Port Authority and Recipient with respect to the Project has been executed and delivered, other than the matters covered in this Agreement, Recipient and the Port Authority will not be under any legal obligation of any kind whatsoever with respect to the Project by virtue of this or any written or oral expression with respect to the Project by any of their directors, officers, employees, agents or any other representatives or their advisors or representatives thereof. Nothing in this Agreement requires Recipient to submit a bid in regard to the Project, and Recipient and its Related Parties and Third Parties will not be deemed to have made any representation, warranty or commitment regarding the Project, except for any representation, warranty or commitment made in this Agreement, unless such representation, warranty or commitment is made in any executed bid submission, offer form or definitive agreement in respect of the Project. The provisions of this Section 5 may not be modified or waived unless the parties agree thereto in writing.

6. **Duration and Survival of Confidentiality Obligations**. The obligations under this Agreement shall expire on the earlier of: (i) the third anniversary of the date hereof; (ii) the execution of the Project Agreement or another definitive agreement between the Port Authority and the Recipient with respect to the Project; and (iii) when the Protected Information is no longer considered either Confidential Information or Confidential Privileged Information by the Port Authority.

7. **Severability**. Each provision of this Agreement is severable and if a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.

8. **Injunctive and Other Relief**. Recipient and each Related Party acknowledges that the unauthorized disclosure and handling of Protected Information is likely to have a material adverse and detrimental impact on public safety and security and could significantly endanger the Port Authority, its facilities (including, without limitation, the Project site), its patrons and the general public and that damages at law are an inadequate remedy for any breach, or threatened breach, of this Agreement by Recipient or its Related Parties. The Port Authority shall be entitled, in addition to all other rights or remedies, to seek such restraining orders and injunctions as it may deem appropriate for any breach of this Agreement, without being required to show any actual damage or to post any bond or other security.

9. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws principles. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and Recipient specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in the County of New York and State of New York with respect to all matters concerning this Agreement and its enforcement. The Port Authority (subject to the terms of the Port Authority Legislation (as defined below)) and Recipient agree that the execution and performance of this Agreement shall have a New York situs and, accordingly, they each consent (and solely with respect to the Port Authority, subject to the terms of the Port Authority Legislation (as defined below)) to personal jurisdiction in the State of New York for all purposes and proceedings arising from this Agreement. "**Port Authority Legislation**" shall mean the concurrent legislation of the State of New York and State of New Jersey set forth at Chapter 301 of the Laws of New York of 1950, as amended by Chapter 938 of the Laws of New York of 1974 (McKinney's Unconsolidated Laws §§7101-7112) and Chapter 204 of the Laws of New Jersey of 1951 (N.J.S.A. 32:1-157 to 32:1-168).

10. **Notices**. Any notice, demand or other communication (each, a "**notice**") that is given or rendered pursuant to this Agreement by either party to the other party, shall be: (i) given or rendered, in writing, (ii) addressed to the other party at its required address(es) for notices delivered to it as set forth below, and (iii) delivered by either (x) hand delivery, or (y) nationally recognized courier service (e.g., Federal Express, Express Mail). Any such notice shall be deemed given or rendered, and effective for purposes of this Agreement, as of the date actually delivered to the other party at such address(es) (whether or not the same is then received by other party due to a change of address of which no notice was given, or any rejection or refusal to accept delivery). Notices from either party (to the other) may be given by its counsel.

The required address(es) of each party for notices delivered to it is (are) as set forth below. Each party, however, may, from time to time, designate an additional or substitute required address(es) for notices delivered to it, provided that such designation must be made by notice given in accordance with this Section 10.

If to the Port Authority:	The Port Authority of New York and New Jersey 2 Montgomery Street, 3rd Floor Jersey City, NJ 07302 Attn: Procurement Department c/o Laurie Spencer
with a copy to:	The Port Authority of New York and New Jersey 225 Park Avenue South - 14th Floor New York, NY 10003 Attn: Office of General Counsel c/o Caroline Ioannou, Law DISO

If to Recipient:	_____ _____ _____
with a copy to:	_____ _____ _____

11. **Entire Agreement**. This Agreement contains the complete statement of all the agreements among the parties hereto with respect to the subject matter thereof, and all prior agreements among the parties hereto respecting the subject matter hereof, whether written or oral, are merged herein and shall be of no further force or effect. This Agreement may not be changed, modified, discharged, or terminated, except by an instrument in writing signed by all of the parties hereto. For avoidance of doubt, this Agreement supersedes and replaces in its entirety any non-disclosure and confidentiality agreement entered into by the Parties with respect to the Project prior to the date hereof (a "**Prior NDA**"), and such Prior NDA shall no longer be binding on the Parties as of the date hereof, it being understood and agreed that prior to the date hereof, the Port Authority provided no Information to the Recipient, its Related Parties or Third Parties that would have constituted Protected Information thereunder.

12. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same document.

13. **Parties Bound**. This Agreement shall be binding upon Recipient and its respective successors. The foregoing shall not be affected by the failure of any Related Party to join in this Agreement or to execute and deliver the Acknowledgement.

14. **Authority**. The undersigned individual(s) executing this Agreement on behalf of Recipient below represent(s) that they are authorized to execute this Agreement on behalf of Recipient and to legally bind such party.

15. **Disclosure of Ownership Rights or License**. Nothing contained herein shall be construed as the granting or conferring by the Port Authority of any rights by ownership, license or otherwise in any Information.

16. **No Liability**. Neither the Commissioners of the Port Authority, nor any of them, nor any officer, agent or employee thereof, shall be charged personally by Recipient with any liability, or held liable to Recipient under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach, or attempted or alleged breach thereof.

17. **Construction**. This Agreement is the joint product of the parties hereto and each provision of this Agreement has been subject to the mutual consultation, negotiation, and agreement of the parties hereto, and shall not be construed for or against any party hereto. The captions of the various sections in this Agreement are for convenience only and do

not, and shall not be deemed to, define, limit or construe the contents of such Sections. Unless the context otherwise requires, references to "Sections" are references to Sections of this Agreement.

RECIPIENT:

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

FORM OF ACKNOWLEDGMENT BY RELATED PARTY

I, _____ ("**Related Party**"), am employed as a(n) _____ by _____. I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between _____ (the "**Recipient**") and The Port Authority of New York and New Jersey (the "**Port Authority**") dated _____, _____, (hereinafter the "**Agreement**".) I understand that because of my employer's relationship with the Recipient, both my employer and I may be provided with access to, and/or copies of, sensitive security materials or confidential Information. If it is required for me to review or receive Confidential Privileged Information, as it is defined in the aforementioned Agreement, I acknowledge that I will be bound by each and every term and provision contained therein, and that failure to do so may include, but is not limited to, the imposition of disciplinary action and sanctions, and/or the institution of legal action seeking injunctive relief, monetary and/or criminal penalties for violation of law and/or Port Authority policies and procedures, as well as for violation of federal and/or state regulations.

To the extent that I am currently in the possession of, or have previously come into contact with, Confidential Privileged Information as it relates to the aforementioned Agreement, I agree to conform my handling procedures for such Information to the practices and procedures set forth and defined herein, or risk loss of access to said Information, removal from said Project and/or subjecting myself to the aforementioned disciplinary actions and/or civil and criminal penalties.

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT B - PROCESS FOR EXECUTING A NON-DISCLOSURE AGREEMENT

All NDAs and Acknowledgments must be provided to the Authority Representative pursuant to the Notices section.

An NDA must be executed prior to receiving any Protected Information and an Acknowledgment must be signed by an individual prior to receiving any Confidential Privileged Information.

THE NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

Who needs to sign: All Major Participants of a Proposer Team need to sign an NDA. It should be signed by an executive of the entity who has the authority to sign documents on behalf of such entity.

Instructions

Page 1, Title: Insert Name of Company (All Caps)

Page 1, Paragraph 1: Insert Calendar Day, month and year; insert name of Company, and Company's principal place of business.

Page 7, Paragraph 10, Notices: please fill out a contact person to receive notices, plus an additional contact if desired (e.g. to counsel or other), and the appropriate addresses (no P.O. boxes).

Page 8, Signature Block: Print name of signatory, title, and date.

EXHIBIT A – THE ACKNOWLEDGMENT BY RELATED PARTY INDIVIDUAL

Who needs to sign Exhibit A:

18. A Related Party – any individual who receives or is provided access to Confidential Privileged Information, whether such individual is an employee of a Major Participant or any other entity.

19. The designated SIMs, and any additional individual designated to access the Collaborative Portal pursuant to the ITP.

Which NDA is acknowledged by an individual: If the Related Party is an employee of a Major Participant who has signed an NDA, Related Party should acknowledge its employer's NDA. If the Related Party is an employee of an entity that is *not* a Major Participant, and therefore its employer has not executed an NDA with the Port Authority (e.g. a sub-contractor or advisor to a Major Participant), Related Party should acknowledge the NDA of the Major Participant that has the contractual relationship with its employer.

Instructions (in order of appearance of blanks)

20. Insert name of Employee

21. Insert Title

22. Insert Name of Employer (this may be the Recipient or another entity)

23. Insert name of the Company whose NDA you are acknowledging (the "Recipient) (may be the same as field 3 if Recipient is your employer)

24. Insert Month, Date and Year of the Company NDA you are acknowledging

25. Insert Name of Recipient (or insert the "Port Authority", if Related Party Individual is an employee of Recipient)

26. Print Name

27. Insert Date Signed

EXHIBIT C– SAMPLE CONFIDENTIAL INFORMATION COVER SHEET

GOETHALS BRIDGE REPLACEMENT PROJECT

Port Authority of NY & NJ

Confidential Information

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

At a minimum, the attached will be disseminated only on a need to know basis and, when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

EXHIBIT D – SAMPLE CONFIDENTIAL PRIVILEGED INFORMATION COVERSHEET

GOETHALS BRIDGE REPLACEMENT PROJECT

Port Authority of NY & NJ

Confidential Privileged Information

"WARNING": The attached is the property of The Port Authority of New York and New Jersey (PANYNJ). It contains information requiring protection against unauthorized disclosure. The information contained in the attached document cannot be released to the public or other personnel who do not have a valid need to know without prior written approval of an authorized PANYNJ official. The attached document must be controlled, stored, handled, transmitted, distributed and disposed of according to PANYNJ Information Security Policy. Further reproduction and/or distribution outside of the PANYNJ are prohibited without the express written approval of the PANYNJ.

At a minimum, the attached will be disseminated only on a need to know basis and, when unattended, will be stored in a locked cabinet or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

Document control number: *CP-___-12-000-000*

EXHIBIT E – SAMPLE CONFIDENTIAL PRIVILEGED INFORMATION TRANSMITTAL RECEIPT

Transmittal Receipt

INSERT SENDER'S ADDRESS

Date:

From:

The following items that contain Confidential Privileged Information is being provided to:

Name:

Address:

Brief Description *(should not contain any Confidential or Confidential Privileged Information)*	Date	Document Identification Number and Copy Number

PLEASE SIGN AND RETURN TO:

INSERT NAME AND ADDRESS OF SECURITY INFORMATION MANAGER

I acknowledge receipt of the above items listed above and accept full responsibility for the safe handling, storage and transmittal elsewhere of these items.

Name (PRINT):	
Organization:	
Signature:	
Date:	
Title:	

EXHIBIT F – SAMPLE AUTHORIZED PERSONNEL LIST

	Authorized Personnel List

Date: [__]/[__]/2012

No.	NAME	ORGANIZATION	TITLE	CITIZENSHIP	NDA	SWAC	LEVEL OF ACCESS
1					00/00/00	00/00/00	
2							
3							
4							
5							

I certify that the information above is accurate.

_____

Security Information Manager

_____

Date

Page _____ of _____

EXHIBIT G – SAMPLE DOCUMENT ACCOUNTABILITY LOG

	Document Accountability Log

Date: [__]/[__]/2012

Date received or created	Sender or creator	Title and brief description	Control Number (If applicable)	Number of copies	Transmission history (sent to whom, when)	Date destroyed (when, by whom and the method) or date returned to the Port Authority

Page _____ of _____

EXHIBIT H – SAMPLE STORAGE OF PROTECTED INFORMATION LOG

Storage of Protected Information

Date: [__]/[__]/2012

No.	CONTAINER	LOCATION	ACCESS TO CONTAINER	IF COMBINATION, CHANGED ON	APPROVED BY / DATE
1	*File cabinet, bar with lock*	*Name office/cubicle*	*Name, Name, Name*	*00/00/08*	*SIM 00/00/00*
2					
3					
4					
5					

Page _____of _____

EXHIBIT I – SAMPLE CERTIFICATE OF DESTRUCTION

	Certificate of Destruction

No.	Description of Item	Identification No. / Serial Numbers (if applicable)	Date of Item (if applicable)	Destruction Method
1				
2				
3				
4				
5				

Destroyed By: *(Please Print)*	Signature:	Date:
Witness: *(Please Print)*	Signature:	Date:

Page _____ of _____

EXHIBIT J – SAMPLE CERTIFICATE OF RETURN TO AUTHORITY

	Certificate of Return to Authority

No.	Description of Item	Identification No. / Serial Numbers (if applicable)	Date of Item (if applicable)	Return Method
1				
2				
3				
4				
5				

Returned By: *(Please Print)*	*Signature:*	*Date:*
Witness: *(Please Print)*	*Signature:*	*Date:*

Page _____ of _____

Exhibit K

Certification of No Investigation (Criminal or Civil Anti-Trust), Indictment, Conviction, Suspension, Debarment, Disqualification, Prequalification Denial or Termination

By submitting a Proposal, each Major Participant and each person signing on behalf of any Major Participant certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that the Major Participant and each parent and/or affiliate of the Major Participant has not (a) been indicted or convicted in any jurisdiction; (b) been suspended, debarred, found not responsible or otherwise disqualified from entering into contracts with any governmental agency or been denied a government contract for failure to meet prequalification standards; (c) had a contract terminated by any governmental agency for breach of contract or for any cause related directly or indirectly to an indictment or conviction; (d) changed its name and/or Employer Identification Number (taxpayer identification number) following its having been indicted, convicted, suspended, debarred or otherwise disqualified, or had a contract terminated as more fully provided in (a), (b) and (c) above; (e) ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal; (f) been denied a contract by any governmental agency for failure to provide the required security, including bid, payment or performance bonds or any alternative security deemed acceptable by the agency letting the contract; (g) failed to file any required tax returns or failed to pay any applicable federal, state or local taxes; (h) had a lien imposed upon its property based on taxes owed and fines and penalties assessed by any agency of the federal, state or local government; (i) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority; (j) had any sanctions imposed as a result of a judicial or administrative proceeding with respect to any professional license held or with respect to any violation of a federal, state or local environmental law, rule or regulation; and (k) shared space, staff, or equipment with any business entity.

The foregoing certification as to (a) through (k) shall be deemed to have been made by the Major Participant as follows: if the Major Participant is a corporation, such certification shall be deemed to have been made not only with respect to such Person itself, but also with respect to each director and officer, as well as, to the best of the certifier's knowledge and belief, each stockholder with an ownership interest in excess of 10%; if the Major Participant is a partnership, such certification shall be deemed to have been made not only with respect to such Person itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporation, shall be deemed to have been authorized by the Board of Directors of such corporation, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Major Participant cannot make the foregoing certification, such Person shall so state and shall furnish with the signed bid a signed statement which sets forth in detail the reasons therefor. If such Person is uncertain as to whether it can make the foregoing

certification, it shall so indicate in a signed statement furnished with its Proposal, setting forth an explanation for its uncertainty.

Notwithstanding that the certification may be an accurate representation of the Major Participant's status with respect to the enumerated circumstances provided for in this clause as requiring disclosure at the time that the Proposal is submitted, the Proposer agrees to immediately notify the Authority in writing of any change in circumstances during the period of irrevocability, or any extension thereof.

The foregoing certification or signed statement shall be deemed to have been made by the Major Participant with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in selecting the Successful Proposer. In the event that the Authority determines at any time prior or subsequent to Commercial Close that the Major Participant has falsely certified as to any material item in the foregoing certification; willfully or fraudulently submitted any signed statement pursuant to this clause which is false in any material respect; or has not completely and accurately represented its status with respect to the circumstances provided for in this clause as requiring disclosure, the Authority may determine that the that Proposer is not a responsible proposer with respect to its Proposal for this RFP or with respect to future proposals and may, in addition to exercising any other rights or remedies available to it, exercise any of the rights or remedies set forth in Section 22.4 of the Project Agreement. In addition, the Major Participants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). The Major Participants are also advised that the inability to make such certification will not in and of itself disqualify a Proposer, and that in each instance the Authority will evaluate the reasons therefor provided by the Proposer.

Under certain circumstances the Successful Proposer may be required as a condition to Commercial Close to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

As used in this Exhibit, the following terms shall mean:

> Affiliate - An entity in which the parent of the Major Participant owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which owns more than fifty percent of the Major Participant also owns more than fifty percent of the voting stock.
>
> Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, quasi-public agencies, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Employer Identification Number - The tax identification number assigned to firms by the Federal government for tax purposes.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting or investigative agency, including an inspector general of a governmental agency or public authority, and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Major Participant by whatever titles known.

Parent - An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Major Participant.

Space Sharing - Space shall be considered to be shared when any part of the floor space utilized by the submitting business at any of its sites is also utilized on a regular or intermittent basis for any purpose by any other business or not-for-profit organization, and where there is no lease or sublease in effect between the submitting business and any other business or not-for-profit organization that is sharing space with the submitting business.

Staff Sharing - Staff shall be considered to be shared when any individual provides the services of an employee, whether paid or unpaid, to the Major Participant and also, on either a regular or irregular basis, provides the services of an employee, paid or unpaid, to one or more other business(es) and/or not-for-profit organization(s), if such services are provided during any part of the same hours the individual is providing services to the Major Participant or if such services are provided on an alternating or interchangeable basis between the Major Participant and the other business(es) or not-for-profit organization(s). The services of an employee should be understood to include services of any type or level, including managerial or supervisory. This type of sharing may include, but is not limited to, individuals who provide the following services: telephone answering, receptionist, delivery, custodial, and driving.

Equipment Sharing - Equipment shall be considered to be shared whenever the Major Participant shares the ownership and/or the use of any equipment with any other business or not-for-profit organization. Such equipment may include, but is not limited to, telephones or telephone systems, photocopiers, computers, motor vehicles, and construction equipment. Equipment shall not be considered to be shared under the following two circumstances: when, although the equipment is owned by another business or not-for-profit organization, the Major Participant has entered into a formal lease for the use of the equipment and exercises exclusive use of the equipment; or when the Major Participant owns equipment that it has formally leased to another business or

not-for-profit organization, and for the duration of such lease the Major Participant has relinquished all right to the use of such leased equipment.

Exhibit L
Non-Collusive Bidding and Code of Ethics Certification

CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE, BROKERAGE, CONTINGENT FEE OR OTHER FEE

By submitting a Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal each Major Participant thereto certifies as to its own organization, that: (a) the prices in its Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; (b) the prices quoted in its Proposal have not been and will not be knowingly disclosed, directly or indirectly, by the Proposer prior to the official opening of its Financial Proposal to any other Proposer or to any competitor; (c) no attempt has been made and none will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition; (d) neither this Proposer nor any Major Participant has made any offers or agreements, or given or agreed to give anything of value or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics and Financial Disclosure dated as of April 11, 1996 (a copy of which is available upon request to the Authority Representative), nor does the Proposer nor any Major Participant have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to the Proposer nor any Major Participant which constitutes a breach of the ethical standards set forth in said Code; (e) no person or selling agency, other than a bona fide employee or bona fide established commercial or selling agency maintained by the Proposer for the purpose of securing business, has been employed or retained by the Proposer to solicit or secure this RFP on the understanding that a commission, percentage, brokerage, contingent or other fee would be paid to such person or selling agency; (f) the Proposer has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this RFP.

The foregoing certification as to (a), (b), (c), (d), (e) and (f) shall be deemed to have been made by each Major Participant as follows: if the Major Participant is a corporation, such certification shall be deemed to have been made not only with respect to the Major Participant itself, but also with respect to each parent, affiliate, director and officer of the Major Participant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Major Participant with an ownership interest in excess of 10%; if the Major Participant is a partnership, such certification shall be deemed to have been made not only with respect to the Major Participant itself, but also with respect to each partner. Moreover, the foregoing certification, if made by a corporation, shall be deemed to have been authorized by the Board of Directors of the corporation, and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Major Participant cannot make the foregoing certification, the Proposer shall so state and shall furnish with the signed Proposal a signed statement which sets forth in detail the reasons therefor. If the Major Participant is uncertain as to whether it can make the foregoing certification, it shall so indicate in a signed statement furnished with its Proposal, setting forth in such statement the reasons for its uncertainty. As a result of such disclosure, the Port Authority shall take appropriate action up to and including a finding of non-responsibility. Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Major Participant may be able to make the foregoing certification at the time the Proposal is submitted, the Proposer shall immediately notify the Authority in writing of any change of circumstances which might under this clause make it unable to make the foregoing certification or required disclosure. The foregoing certification or signed statement shall be deemed to have been made by the Major Participant with full knowledge that it would become a part of the records of the Authority and that the Authority will rely on its truth and accuracy in selecting the Successful Proposer. In the event that the Authority should determine at any time prior or subsequent to Commercial Close that the Proposer or a Major Participant has falsely certified as to any material item in the foregoing certification or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certification required to be disclosed, the Authority may determine that the Proposer's Proposal is not a responsible proposer with respect to its Proposal or with respect to future proposals and may, in addition to exercising any other rights or remedies it may have, exercise any of the rights or remedies set forth in Section 22.4 of the Project Agreement.

In addition, Proposers are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g., New York Penal Law, Section 175.30 et seq.). Proposers are also advised that the inability to make such certification will not in and of itself disqualify a Proposer, and that in each instance the Authority will evaluate the reasons therefor provided by the Proposer.

Under certain circumstances the Proposer may be required as a condition of this contract award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Port Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Proposer to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Port Authority.

Exhibit M
Certification Regarding Lobbying Pursuant to 31 U.S.C. 1352

By submitting a Proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint venture or consortium, each Major Participant of each Proposer certifies as to its own organization that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying, Activities" in accordance with its instructions.

(c) The Proposer shall require that the language of this certification be included in the award documents for all subawards relating to the Project at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance will be placed by the Authority upon receipt hereof. Submission of this certification is a prerequisite for making or entering into the Project Documents imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

Note: Pursuant to 31 U.S.C § 1352(c)(I)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.

The Proposer certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

Exhibit N

Template for Benchmark Interest Rate Values

(Rates based on 3/02/2012 market close)

Maturity (Years)	MMD AAA GO	Treasury	LIBOR Swap Spot Curve
1	0.18	0.15	0.46
2	0.26	0.28	0.54
3	0.42	0.39	0.66
4	0.53	N/A	0.87
5	0.70	0.84	1.10
6	1.00	N/A	N/A
7	1.27	N/A	1.58
8	1.54	N/A	N/A
9	1.76	N/A	N/A
10	1.91	1.98	2.06
11	2.03	N/A	N/A
12	2.14	N/A	N/A
13	2.24	N/A	N/A
14	2.34	N/A	N/A
15	2.43	2.55	2.50
16	2.52	N/A	N/A
17	2.60	N/A	N/A
18	2.68	N/A	N/A
19	2.75	N/A	N/A
20	2.83	2.83	2.67
21	2.92	N/A	N/A
22	3.01	N/A	N/A
23	3.10	N/A	N/A
24	3.17	N/A	N/A
25	3.22	N/A	N/A
26	3.23	N/A	N/A
27	3.24	N/A	N/A
28	3.25	N/A	N/A
29	3.26	N/A	N/A
30	3.27	3.11	2.80

SLGS (TIFIA)					
From (Year-Month)	**Through (Year-Month)**	**Rate**	**From (Year-Month)**	**Through (Year-Month)**	**Rate**
00 - 01	ONLY	0.04%	06 - 09	06 - 11	1.32%
00 - 02	ONLY	0.04%	07 - 00	07 - 02	1.38%
00 - 03	ONLY	0.05%	07 - 03	07 - 05	1.44%
00 - 04	ONLY	0.07%	07 - 06	07 - 08	1.50%
00 - 05	ONLY	0.10%	07 - 09	07 - 11	1.56%
00 - 06	ONLY	0.110%	08 - 00	08 - 02	1.61%
00 - 07	ONLY	0.120%	08 - 03	08 - 05	1.67%
00 - 08	ONLY	0.130%	08 - 06	08 - 08	1.72%
00 - 09	ONLY	0.140%	08 - 09	08 - 11	1.77%
00 - 10	ONLY	0.140%	09 - 00	09 - 02	1.82%
00 - 11	ONLY	0.150%	09 - 03	09 - 05	1.87%
01 - 00	01 - 02	0.160%	09 - 06	09 - 08	1.91%
01 - 03	01 - 05	0.190%	09 - 09	09 - 11	1.95%
01 - 06	01 - 08	0.220%	10 - 00	10 - 11	1.99%
01 - 09	01 - 11	0.250%	11 - 00	11 - 11	2.13%
02 - 00	02 - 02	0.27%	12 - 00	12 - 11	2.25%
02 - 03	02 - 05	0.30%	13 - 00	13 - 11	2.35%
02 - 06	02 - 08	0.33%	14 - 00	14 - 11	2.43%
02 - 09	02 - 11	0.36%	15 - 00	15 - 11	2.50%
03 - 00	03 - 02	0.40%	16 - 00	16 - 11	2.57%
03 - 03	03 - 05	0.44%	17 - 00	17 - 11	2.64%
03 - 06	03 - 08	0.49%	18 - 00	18 - 11	2.69%
03 - 09	03 - 11	0.54%	19 - 00	19 - 11	2.73%
04 - 00	04 - 02	0.60%	20 - 00	20 - 11	2.76%
04 - 03	04 - 05	0.66%	21 - 00	21 - 11	2.80%
04 - 06	04 - 08	0.72%	22 - 00	22 - 11	2.83%
04 - 09	04 - 11	0.79%	23 - 00	23 - 11	2.87%
05 - 00	05 - 02	0.85%	24 - 00	24 - 11	2.90%
05 - 03	05 - 05	0.91%	25 - 00	25 - 11	2.94%
05 - 06	05 - 08	0.98%	26 - 00	26 - 11	2.97%
05 - 09	05 - 11	1.05%	27 - 00	27 - 11	3.01%
06 - 00	06 - 02	1.11%	28 - 00	28 - 11	3.04%
06 - 03	06 - 05	1.18%	29 - 00	29 - 11	3.08%
06 - 06	06 - 08	1.25%	30 - 00	40 - 00	3.11%

Exhibit O

PABS Process

The Authority understands there are five primary steps (as set forth below) that the Successful Proposer or Developer (as applicable) must complete when applying to a Conduit Issuer for the issuance of PABs. Each Proposer's submission of a completed application, selection of bond counsel and underwriting team will generally drive the schedule to closing. Concurrent with the Conduit Issuer process for approval, each Proposer's financing team should be be preparing the offering statement and other closing agreements and documentation.

- Step 1: The Successful Proposer, promptly following its selection by the Authority and communication thereof to the Successful Proposer, should file its application with the Conduit Issuer.

- Step 2: Promptly responding to Conduit Issuer's requests for supplemental materials thereafter.

- Step 3: Conduit Issuer scheduling/holding public hearing. (the Authority would be willing to host these public hearings to facilitate the process if requested by the Developer in consultation with the Conduit Issuer)

- Step 4: Board of Directors approval. Successful Proposer or Developer (as applicable) should timely submit any requirements in order to meet the Board meeting cycle deadlines.

- Step 5: Closing

Form A

AGREEMENT ON TERMS OF DISCUSSION

Name of Proposer: _____ (the "**Proposer**")

Name of Major Participant: _____ (the "**Major Participant**")

This Agreement on Terms of Discussion (this "**Agreement**") is dated as of _____, 2011, and is being executed by the undersigned on behalf of the [Proposer][Major Participant] . Reference is made to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (the "**RFP**") issued by The Port Authority of New York and New Jersey (the "**Authority**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Instructions to Proposers of the RFP.

The Authority's receipt or discussion of any information submitted by or on behalf of the Proposer in connection with the RFP or the procurement conducted thereunder or contained in the Proposal shall not impose any obligations whatsoever on the Authority or entitle the Proposer or any of its Major Participants to any compensation therefor (except to the extent specifically provided in the RFP). Any such information given to the Authority before, with or after the date of this Agreement, either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Authority rights to any matter, which is the subject of valid existing or potential letters patent. The foregoing applies to any information, whether or not given at the invitation of the Authority.

Notwithstanding the above, and without assuming any legal obligation, the Authority will employ Reasonable Efforts, subject to the provisions of the Authority's Freedom of Information Policy and Procedure adopted by the Authority's Board of Commissioners on November 20, 2008, which may be found on the Authority website at http://www.panynj.gov/corporate-information/pdf/Freedom-of-Information-Policy-and-Procedure.pdf, not to disclose to any competitor of the Proposer, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise which, if disclosed, would cause substantial injury to the competitive position of the Proposer, and which information is identified by the Proposer as Non-Public Proposer Information, which must be disclosed by the Proposer to the Authority as part of or in connection with the submission of information through the inclusion of such information in the documents required by the RFP, including the Proposer's Proposal (such information, "Proposal Information"); provided, however, that for purposes of this Agreement, the Authority shall deem Proposer Information provided to it by the Proposer during One-on-One Meetings (whether in writing or otherwise) to be Non-Public Proposer Information, and the terms of this paragraph shall apply to such Proposal Information without the Proposer being required to identify it as Non-Public Proposer Information as otherwise required above.

	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

Form B

PROPOSAL LETTER

Name of Proposer: _____ (the "**Proposer**")

Date: _____, 2012

The Port Authority of New York and New Jersey
2 Montgomery Street, 3rd Floor
Jersey City, NJ 07302

On behalf of the Proposer, the undersigned submit the documents described in paragraph 1 of this Proposal Letter (collectively, the "**Proposal**") in response to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (the "**RFP**") issued by The Port Authority of New York and New Jersey (the "**Authority**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Instructions to Proposers of the RFP.

1. Enclosed with this Proposal Letter are the following documents:

   (a) the Administrative Proposal of the Proposer, consisting of this Proposal Letter and all other documents and information required by Exhibit D-1 of the ITP; and

   (b) the Technical Proposal of the Proposer, consisting of all documents and information required by Exhibit E-1 of the ITP.

   Not later than the Financial Proposal Due Date, the Proposer shall deliver to the Authority its Financial Proposal, consisting of all documents and information required by Exhibit F-1 of the ITP, which, when delivered, shall be incorporated herein and made part of this Proposal.

2. In consideration for the Authority supplying the Proposer, at its request, with the RFP and agreeing to examine and consider the Proposal, each of the undersigned, jointly and severally, undertakes:

   (a) to keep this Proposal open for acceptance initially for 150 days after the Financial Proposal Due Date, without unilaterally varying or amending its terms and without any member or partner withdrawing or any other change being made in the composition of the partnership/joint venture/limited liability company/consortium on whose behalf the Proposal is submitted, without first obtaining the prior written consent of the Authority, in the Authority's sole discretion; and

   (b) to provide the Proposal Security pursuant Section 5.6.1 of the ITP as security for its commitment to enter into the Project Documents in accordance with the Proposal.

3. The following individual(s) is/are authorized to enter into negotiations with the Authority on behalf of the Proposer and the Developer in connection with this RFP, the Project and the Project Documents:

_____.

4. The Proposer acknowledges receipt of following Addenda and sets of questions/comments and responses:

[List all Addenda and Questions/Comments and Responses]

5. The Proposer hereby certifies that:

(a) its Proposal is submitted without reservation, qualification, assumptions, deviations or conditions;

(b) it has carefully examined and is fully familiar with all of the provisions of all of the RFP, has reviewed all materials posted on the Collaboration Portal, the Addenda and the Authority's responses to questions, and is satisfied that the RFP provides sufficient detail regarding the obligations to be performed by the Developer and do not contain internal inconsistencies;

(c) it has carefully checked all the words, figures and statements in the Proposal; and

(d) it has notified the Authority of any deficiencies in or omissions in the RFP or other documents provided by the Authority of which it has knowledge.

(e) The Proposer represents that all statements made and information provided in the SOQ previously delivered by it to the Authority (as amended and/or resubmitted) are true, correct and accurate as of the date hereof, except as otherwise specified in the enclosed Proposal. Proposer agrees that such SOQ, except as modified by the enclosed Proposal, is incorporated into the Proposal as if fully set forth herein.

(f) The Proposer further understands that all costs and expenses incurred by it in preparing the Proposal and participating in the RFP Process will be borne solely by the Proposer, except any Payment for Work Product that may be paid in accordance with the RFP.

(g) The Proposer consents to the Authority's disclosure of its Proposal pursuant to the Authority's Freedom of Information Policy to any Persons as required by Law after Successful Proposer Selection by the Authority. The Proposer acknowledges and agrees to the disclosure terms described in Section 2.5.2 of the ITP. The Proposer expressly waives any right to contest such disclosures.

(h) The Proposer agrees that (a) the Authority will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the Proposal; (b) the Authority's acceptance of the Proposal does not constitute any statement or determination as to its completeness, responsiveness or compliance with the requirements of the RFP, including the Project Documents; and (c) in the event a

substantive difference is identified, at any time prior to or following Commercial Close, between the terms for the Project offered by the Proposer in its Proposal and any provision in the Project Documents, the provisions of the relevant Project Document will prevail and the Proposer will not be entitled to alter its Proposal, including its Price Proposal, as applicable.

(i) The Proposal shall be governed by and construed in all respects according to the law of the State of New York.

(j) The Proposer's business address:

(No.)	(Street)	(Floor or Suite)

(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State/Country of Organization (if applicable): _____

	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____
	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____
	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

[***Update and add additional signature blocks as necessary***]

Form C

CONFLICT OF INTEREST DISCLOSURE STATEMENT

Name of Proposer: _____ (the "**Proposer**")

Reference is made to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (the "**RFP**") issued by The Port Authority of New York and New Jersey (the "**Authority**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Instructions to Proposers of the RFP.

Proposer's attention is directed to Section 1.7.2 of the ITP regarding Organizational Conflicts of Interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate on any Proposer's team for the Project because of their work with the Authority in connection with the procurement of the Project.

3. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer's team (including the Proposer, Equity Members, Major Non-Equity Members, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other Key Personnel for the Project) which may result, or could be viewed as, an Organizational Conflict of Interest in connection with this RFP. Proposer should disclose (a) any current contractual relationships with the Authority, (b) any past, present, or planned contractual or employment relationships with any officer or employee of the Authority, and (c) any other circumstances that might be considered to create a financial interest in the contract by the Authority member, officer or employee if the Proposer is selected as the Successful Proposer. The Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing this RFP. The Proposer should also disclose contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing this RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to the Proposer or a member of the Proposer's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

_____

_____

_____

_____

_____

4. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any Organizational Conflicts of Interest described herein.

_____

_____

_____

_____

5. Certification

On behalf of the Proposer, the undersigned hereby certifies on and as of this _____ day of _____, 201[_], to the best of its knowledge, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

Form D

BUY AMERICA CERTIFICATION

In connection with the draft of The Goethals Bridge Replacement Project – Project Agreement, dated as of [__], 2012, between the Port Authority of New York and New Jersey and the undersigned (the "Proposer"), as developer (the "Project Agreement", and all capitalized terms used but not defined herein shall have the meanings ascribed to them in the Project Agreement), the Proposer hereby certifies on behalf of itself and all contractors (at all tiers) the following:

a. The Proposer shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Project Agreement only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the D&C Contract price.

b. A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this Project Agreement be investigated, the Proposer has the burden of proof to establish that it is in compliance.

c. At the Proposer's request, the Authority may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist. However, the Proposer certifies that it will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Authority.

Date: _____

Signature: _____

Title:_____

Proposer's Name:_____

Form E

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

[TO BE EXECUTED BY EACH MAJOR PARTICIPANT]

Name of Proposer: _____ (the "**Proposer**")

Relationship to the Proposer: _____

The undersigned hereby certifies on behalf of _____, that:
(Name of entity making certification)

[check one of the following boxes]

☐ It has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-2 (Affirmative Action Programs).

☐ It is not subject to the requirements to develop an affirmative action program under 41 CFR Part 60-2 (Affirmative Action Programs).

[check one of the following boxes]

☐ It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.

☐ It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a federal government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Executed _____, 201[_].	
	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

Form F

MAJOR PARTICIPANTS AND KEY PERSONNEL
COMMITMENT AND STATEMENT OF AVAILABILITY

Name of Proposer: _____(the "**Proposer**")

Reference is made to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (the "**RFP**") issued by The Port Authority of New York and New Jersey (the "**Authority**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Instructions to Proposers of the RFP.

The Proposer hereby commits that, if it becomes the Developer under the Project Documents in respect of the Project, the Proposer will use the entities and individuals listed below for their stated positions and that, to the extent within the Proposer's control, such entities and individuals will be available on a full-time basis for the periods necessary to fulfill their Project-related responsibilities.

Understanding the Authority's concern that the personnel resources specifically represented and listed in the Proposer's Proposal actually be assigned to the Project and not also be committed to other projects, the Proposer commits that if awarded the Project Agreement, to the extent within Proposer's control, the named Key Personnel and other individuals named in the Proposer's Proposal will be available on a full-time basis for the periods necessary to fulfill their responsibilities.

Equity Member: _____

Equity Member: _____

Equity Member: _____

Project Executive: _____

Lead Contractor: _____

- **Project Manager**: _____
- **Superintendent**: _____
- **Lead Quality Manager**: _____
- **Environmental Compliance Manager**: _____
- **Safety Manager**: _____

Lead Engineering Firm: _____

- **Design Manager**: _____
- **Lead Bridge Design Engineer**: _____
- **Geotechnical Engineering Team Leader**: _____
- **Design Quality Manager**: _____
- **Visual Quality Manager**: _____

Lead Maintenance Firm: _____

- **Maintenance Manager**: _____

Construction Engineering and Inspection (CEI) Firm: _____

- **Senior Project Engineer**: _____

Bridge Check Engineer Firm: _____

- **Lead Bridge Check Engineer**: _____

Executed _____, 201[_].	
	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

Form G

BACKGROUND QUALIFICATION QUESTIONNAIRE

[SEE SEPARATELY ATTACHED DOCUMENT]

Form H

CERTIFICATE OF NO CHANGE

[SEE SEPARATELY ATTACHED DOCUMENT]

Form I

Form of Proposal

Form I-1

FORM OF PROPOSAL BOND

Bond No.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

[_____], as Principal and [_____] , as Surety or as Co-Sureties, each a corporation duly organized under the laws of the state indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of New York or New Jersey, are hereby jointly and severally held and firmly bound unto The Port Authority of New York and New Jersey (the "**Authority**" or "**Obligee**"), in the sum of **Twenty Million United States Dollars ($20,000,000),** pursuant Authority's Request for Proposals (No. 25857), dated as of [●] (as amended or supplemented, the "**RFP**"), the payment of which sum (the "**Bonded Sum**") we each bind ourselves, and our heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is herewith submitting its Proposal to design, build, finance, and maintain the Goethals Bridge Replacement Project, which Proposal is incorporated herein by this reference and has been submitted pursuant to the RFP;

NOW, THEREFORE, the condition of this bond is such that, upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to the Authority as liquidated damages and not as a penalty, upon receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the "**Co-Sureties**") of notice of such forfeiture from the Authority:

(a) Principal's receipt of written notice from the Authority that the Authority has terminated the procurement and cancelled the RFP;

(b) Principal's achievement of Financial Close; or

(c) The expiration of the Proposal Validity Period (as it may have been extended).

If the Principal withdraws any part or all of its Proposal at any time during the Proposal Validity Period (as it may have been extended pursuant to Section 5.6.4(b) of the RFP) without the consent of the Authority or if the Principal shall fail to (i) finalize any Project Document because it demands terms or conditions in any document related to the Project that are inconsistent with the RFP (including the form of the Project Agreement, as attached in Part II of the RFP) or its Proposal; (ii) deliver each of the documents required by Section 8.1(d) of the RFP within the time period set forth therein; (iii) satisfy all conditions precedent to the occurrence of

Commercial Close (excluding delivery of executed counterparts of the Project Documents by the Authority) within the time period set forth in Section 8.1(d) of the RFP; or (iv) honor any other commitment made in its Proposal, in each case, in accordance with the requirements of this RFP, then the Principal and the Surety or Co-Sureties hereby agree to pay to the Authority the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within ten days after such failure.

The following terms and conditions shall apply with respect to this bond:

1. If suit is brought on this bond by the Authority and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the Authority in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.

2. The Surety or Co-Sureties, for value received, hereby stipulates and agrees that the obligations of said Surety or Co-Sureties and its bond shall be in no way impaired or affected by any extensions of times within which the Authority may award the Agreement or by any waiver by the Authority of any of the requirements of said Proposal or RFP and said Surety or Co- Sureties does hereby waive notice of any such extensions or waivers.

3. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the RFP.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____ 20___

Correspondence or claims relating to this Bond should be sent to the Surety (or Sureties) at the following address:	_____ _____ _____
_____ _____ _____	(Principal's name, title and signature)
	_____ _____ _____
[Note: If more than one surety, then add Appropriate number of lines to signature block].	Surety By: Attorney-in-Fact

NOTE: Signatures of those executing for the Surety (or Co-Sureties) must be properly acknowledged and a Power of Attorney attached.

Form I-2

FORM OF PROPOSAL LETTER OF CREDIT AND IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER:	[●]
PLACE FOR PRESENTATION OF DRAFT IN PROGRESS:	(Name and Address of Bank/Branch—MUST be CITY OF NEW YORK, NEW YORK Bank/Branch)
APPLICANT:	[●]
BENEFICIARY:	PORT AUTHORITY OF NEW YORK AND NEW JERSEY 225 Park Avenue South – 12th Floor New York, NY 10003 Attn: Credit Manager
LETTER OF CREDIT NUMBER:	[●]
PLACE AND DATE OF ISSUE:	[●]
AMOUNT:	$[●]
EXPIRATION DATE:	[*Must be150 days following the Financial Proposal Due Date, or if such date is not a Business Day, the next succeeding Business Day*]

Issuer hereby issues this Irrevocable Standby Letter of Credit (this "Letter of Credit") in favor of Port Authority of New York and New Jersey for any sum or sums in the sum of up to **Twenty Million United States Dollars ($20,000,000)** pursuant to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (each amount, the "Stated Amount"), available by draft at sight drawn on Issuer. Any draft under this Letter of Credit shall identify this Letter of Credit by the name of Issuer, and the Letter of Credit number, amount, and place and date of issue and that the Authority shall certify to Issuer that the Authority is entitled to draw on this Letter of Credit.

This Letter of Credit shall be honored by Issuer if presented at [CITY OF NEW YORK, NEW YORK Bank/Branch—Name & Address] on or before [*must be ● days following the Proposal Financial Due Date*] (the "Expiration Date"). The obligations of Issuer hereunder are primary obligations to Beneficiary and shall not be affected by the performance or non-performance by [*Name of Applicant*] under any agreement with Beneficiary or by any bankruptcy, insolvency or other similar proceeding initiated by or against [*Name of Applicant*]. [*Name of Applicant*] is not the beneficiary under this Standby Letter of Credit and possesses no interest whatsoever in proceeds of any draw hereon. This Letter of Credit shall terminate on the earlier of (i) the close of business on the Expiration Date and (ii) the date on which Issuer has honored one or more draws in the full amount of Stated Amount. This Letter of Credit may not be transferred by Beneficiary to any other person. Drawings by facsimile to facsimile number [l] are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax

Drawing by calling Issuer at telephone number [l]. Issuer will acknowledge Beneficiary's presentment by e mail to the e mail address provided to Issuer in the Fax Drawing.

To the extent not inconsistent with the express provisions hereof, this Letter of Credit is subject to the rules of the International Standby Practices ISP98 ("ISP98"), as interpreted under the laws of the State of New York, and shall, as to matters not governed by the ISP98, be governed and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

With respect to any suit, action or proceedings relating to this Letter of Credit ("Proceedings"), we irrevocably: (i) submit to the exclusive jurisdiction of any New York State or U.S. Federal court sitting in the City and County of New York; and (ii) waive any objection which we may have at any time to the laying of venue of any Proceedings brought in any such court, waive any claim that such Proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over us.

Issuer:	
By:	_____
Name:	[●]
Title:	[●]
	(Authorized Signatory of Issuer)

*** Please instruct your Bank to have the Letter of Credit issued in the above format in "Draft" form and fax to the Authority Representative (at the contact information provided in Section 1.4.2 of this ITP) for approval **PRIOR** to issuance in "Original" form. **If the draft is not reviewed in advance, the Letter of Credit can be rejected**. If you are in need of further assistance, please contact the Authority Representative. ****

Form J

PRICE PROPOSAL

Name of Proposer: _____ (the "**Proposer**")

Date: _____

Reference is made to the Request for Proposals for the Goethals Bridge Replacement Project (RFP No. 25857) (the "**RFP**") issued by The Port Authority of New York and New Jersey (the "**Authority**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Instructions to Proposers of the RFP.

The Proposer hereby offers this Price Proposal pursuant to Section 2(d) of Exhibit F-1 of the ITP.

1. The sum of the **Monthly Operational Maintenance Payments** for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars (to be indexed in accordance with the Project Agreement):

   [*Indicate amount in US$ in numbers and words*]

2. The sum of the **Monthly Capital Maintenance Payments** for the first year of the Maintenance Period, stated in Proposal Reference Date Dollars (to be indexed in accordance with the Project Agreement):

   [*Indicate amount in US$ in numbers and words*]

3. The annual **DFA Payment** for the first year of the Maintenance Period, stated in nominal Dollars:

   [*Indicate amount in US$ in numbers and words*]

If there is a discrepancy between an amount indicated in numbers and an amount indicated in words, the lower amount will prevail.

	[ENTITY NAME]
	By: _____
	Name: _____
	Title: _____

Form K

SCHEDULE OF VALUES

Name of Proposer: _____(the "**Proposer**")

Date: _____

Notes: Provide the Proposer's prices for performing the D&C Work. All prices must be reflected in Proposal Reference Date Dollars.

1. DESIGN AND CONSTRUCTION

Item	Total
Design	
Sitework (Civil, Geotech, Environmental, signage, utilities, landscaping):	
New York	
New Jersey	
Hazardous/Contaminated Materials:	
New York	
New Jersey	
Approach Ramps:	
New York	
New Jersey	
Approach Structures including foundations/substructure:	
New York	
New Jersey	
Over NJ Turnpike	
Main Span including foundations/substructure	
Demolition Existing Bridge/Approaches	
Maintenance and Protection of Traffic	
Travis Spur Rail Bridge	
Demolition Existing Travis Spur Rail Bridge	
Architectural	
Mechanical/Fire Protection	
Electrical/Electronics/ITS	
Other Items…(list)	
D&C CONTRACT AMOUNT	

2. OPERATIONAL MAINTENANCE

Provide the Proposer's projected prices for Operational Maintenance (OM) for each year of the Maintenance Period (i.e., in the columns below n = the first year of the Maintenance Period and x=2, 3, 4, … to final year of the Project Term).

→ Item	Total	Year n	Year n+1		Year n+x	Year n+x
Staffing						
Utilities						
Accounting and Professional Fees						
Insurance						
Incident Response						
Bridge Patrols						
Snow Removal						
Litter and Debris						
Inspections and Reporting						
Signs, Pavement, Striping and Barriers						
Slopes, Vegetation, Landscaping						
Drainage						
ITS and Communications						
Electrical, Mechanical & Life Safety						
Other Items…(list)						
TOTAL OPERATIONAL MAINTENANCE PRICE						

3. MAINTENANCE WORK

Provide the Proposer's projected prices for Maintenance Work each year of the Maintenance Period (i.e., in the columns below n = the first year of the Maintenance Period and x=2, 3, 4, … to final year of the Project Term).

→ Item	Total	Year n	Year n+1		Year n+x	Year n+x
Design and Professional Services						
Pavement (Roadway & Bridge)						
Bridge (Bearings, Joints, Drainage, Corrosion Protection)						
ITS and Communications						
Electrical and Mechanical						
Fencing, Barriers						
Vehicles and Equipment						
Other Items…(list)						
CAPITAL MAINTENANCE PRICE						

Form L

QUESTIONS/REQUESTS FOR CLARIFICATION/COMMENTS REGARDING THE REQUEST FOR PROPOSALS FOR THE GOETHALS BRIDGE REPLACEMENT PROJECT (RFP NO. 25857)

Name of Proposer: _____ (the "**Proposer**")

Name of the Proposer Representative: _____

Proposer Representative's Telephone Number: _____

Proposer Representative's E-mail Address: _____

Date: _____

Complete the following:*

RFP Version No.: _____

RFP Document	Section Reference	Question/Request for Clarification/Comment

Use additional pages and attach riders and/or redlined documents, as required