



NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**NOTICE FOR LEASE OF PROPERTY
AT THE NEW JERSEY WIND PORT**

Offer Deadline: 3:00 PM U.S. Eastern Time, March 1, 2024.

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EXHIBITS:

- A –Non-Binding Offer Instructions & Letter Template
- B – Non-Negotiable Key Lease Terms
- C – Compliance Checklist
- D – Ownership Disclosure Form
- E – PSEG Ground Lease
- F – Operational Compliance Requirements
- G – Confidentiality Agreement

1. NOTICE SUMMARY

1.1 ABOUT NJEDA

The New Jersey Economic Development Authority (“NJEDA”) serves as the State’s principal agency for driving economic growth. Through its Sector Development Division, it undertakes strategic development initiatives in priority sectors, including transportation and logistics, clean energy, advanced manufacturing, healthcare and life sciences, financial services, and food and beverage, amongst others. Through its Infrastructure Division, NJEDA also develops and/or provides financial or other support to strategic infrastructure projects, such as the New Jersey Wind Port (“Port”), on behalf of the State of New Jersey.

NJEDA is committed to making New Jersey a national model for inclusive and sustainable economic development by building strong and dynamic communities, creating good jobs for New Jersey residents, and providing pathways to a stronger, fairer, and more competitive economy.

1.2 About the New Jersey Wind Port

NJEDA has property available for lease at the Port – the United States’ first purpose-built greenfield port dedicated to offshore wind.

Located on the Delaware River in Lower Alloways Creek, Salem County, New Jersey, the Port is situated at the geographical center of the nation’s burgeoning offshore wind sector with an excess of 45 gigawatts of offshore wind projects either committed or planned along the East Coast, including an 11 gigawatt project pipeline off the coast of New Jersey. In particular, the Port offers:

- Access to the Atlantic Ocean free of vertical restrictions;
- Expansive, purpose-built acreage that accommodates co-located marshalling and component manufacturing;
- A 500’ wide approach channel from the main Delaware River Channel, dredged and maintained to a depth of -35.5’ NAVD-88 (= +/- 32.4’ MLLW), with a wide turning basin;¹
- Heavy-lift wharves, comprised of purpose-built delivery and installation berths; and
- Heavy-haul road connections between inland port parcels and the wharf, capable of accommodating safe maneuvering of Tier 1 components such as nacelles and towers.

The Port is adjacent to the Hope Creek and Salem nuclear generating facilities, which are operated by PSEG Nuclear LLC, an affiliate of Public Service Enterprise Group (PSEG), a publicly traded energy company.

The Port’s footprint encompasses land that NJEDA owns in fee, as well as land that it is leasing on a long-term basis from PSEG Nuclear LLC pursuant to the Ground Lease Agreement among PSEG Nuclear, LLC and NJEDA dated September 14, 2021, attached hereto at Exhibit E (the Ground Lease). Notwithstanding the ownership of the underlying land, the term “Lease” for purposes of this Notice for lease of Property at the New Jersey Wind Port (“Notice”) shall apply to acreage within both NJEDA-owned and leased property.

Additional information about the Port is available at: <https://www.nj.gov/windport/>.

¹ NJEDA’s Phase 2 permit application for the Port, currently under review by federal permitting authorities, seeks to deepen the main access channel to a depth of -39.5 NAVD88

1.3 About this Notice to Lease

NJEDA is inviting non-binding offers to lease up to 35 acres² for offshore wind-related uses, including but not limited to project marshaling, staging and assembly, temporary component storage, vessel-to-vessel component transfer, vessel servicing/provisioning, or offshore wind operations and maintenance activities.

Offerors proposing non-offshore wind-related uses will not be considered at this time, and such offers will be rejected as non-responsive. NJEDA will not consider offers for component manufacturing leases at this time. Non-binding offers for manufacturing parcels at NJWP will be sought via a subsequent lease notice anticipated to be issued later in 2024.

NJEDA is not prescribing a minimum or maximum lease term; however, leases shall commence no earlier than **July 1, 2024**, and shall end no later than **December 31, 2033**.

1.4 Offer Requirements

To be eligible for consideration for a Lease, Offerors must submit the following four (4) items no later than the offer deadline:

- A completed Offer Letter based on the Offer Letter Template (at Exhibit A), which must **include a rental amount stated per acre, per annum, in 2023 prices**. Offerors should familiarize themselves with the price floor, and the Non-Negotiable Key Lease Terms (Exhibit B);
- Financial Capacity Information demonstrating the Offeror's ability to meet the financial obligations of the lease;
- A detailed description of anticipated technical requirements and usage over the lease term (see Section 5.1 for further detail); and
- An Ownership Disclosure Form (enclosed at Exhibit D).

The detailed requirements for submitting an offer are described in Sections 1.5, 5.1, and 6.1. Parties are encouraged to familiarize themselves with the compliance requirements (Exhibit C) that will apply to the Letter of Intent (LOI) and Lease Agreement.

In order for offers to be considered by NJEDA, an Offeror must **complete and submit** all required information listed in Section 5.1. Offerors should be aware that the compliance documents described in Section 6.1 must be provided as described in Section 6.1.

For this offer period, all non-binding submissions must be received no later than 3:00 PM U.S. Eastern Time, March 1, 2024. Offers shall be submitted electronically to njwindport@njeda.com.

1.5 Questions About This Notice

All questions concerning this Notice must be submitted via e-mail to njwindport@njeda.com by no later than **11:59 PM U.S. Eastern Time, February 12, 2024**.

² Leasable acreage shall be 30 acres prior to April 2025, after which 34.2 acres shall be available.

No hard copy or telephone questions or requests will be considered.

Answers to questions submitted and any revisions made to the Key Lease Terms will be publicly posted on the NJEDA website (<https://www.njeda.com/bidding/>) and New Jersey Wind Port website (<https://www.nj.gov/windport/>). IT IS THE OFFEROR'S RESPONSIBILITY TO CHECK THIS URL REGULARLY FOR UPDATES.

Any questions regarding whether an Offeror's proposed lease term is in conflict with a Non-Negotiable Key Lease Term must be submitted during the Q&A period. Offers submitted with lease terms that seek to override or that conflict with any mandatory requirement of this Notice or the Non-Negotiable Key Lease Terms outlined in Exhibit B **will be rejected by NJEDA as non-responsive.**

2. PORT DEVELOPMENT

2.1 Development timing

Development of the Port is occurring in phases, reflecting different parcel-specific conditions and permitting timeframes for each parcel.

Parcel A is approximately 35-acres purpose-built for marshalling and component storage. Parcel A is approximately 90 percent complete with substantial completion targeted to occur in mid-2024.

Parcel B1 is planned to be a second 35-acre parcel purpose-built for marshalling and component storage.³ Parcel B1 is at the 60 percent detailed design phase. State regulatory permit approval has been granted. Federal permits have been filed and are anticipated to be issued in mid-2024. Construction is expected to commence in 2024 and to be completed in 2026.

Parcel A and B1 will be functionally equivalent with their own wharf infrastructure and will be subject to the same terms and conditions of use (e.g., chemical restrictions and stored fuel limits). The current anticipated bounds of Parcel A and Parcel B1 are shown in Figure 1.

³ A final decision on the timing of Parcel B1 development has not been made. A decision will be made following the notice to lease process taking into account market need and other factors.

Figure 1 - NJWP Site Image



The technical specifications for both parcels are outlined in Figure 2. **NJEDA is not seeking lease offers for any specific parcel**. Rather, NJEDA will determine the leased premises footprints following the evaluation of all non-binding offers submitted in response to this Notice.⁴

⁴ Further to a 2021 Notice to lease property at the Port, NJEDA is in negotiations with a prospective tenant for a lease on Parcel A. If said negotiations result in an executed lease, the lease term and acreage amount stated in this Notice could be impacted for any leases commencing prior to January 1, 2027.

Figure 2 – Technical Specifications Summary

Item	Specification
Acreage Available to Lease via this Notice	Up to 35 Acres
Load-Bearing Capacity of Terminal Area (Excluding Quay side and Wharf areas)	3,000 psf.
Load-Bearing Capacity of Quayside	6,200 psf.
Berth Pockets Depth	-35.5 NAVD88 (Delivery) -47.5 NAVD88 (Install)
Access Channel Depth	-35.5 NAVD88 (Delivery)
Total connected load	2,416 kVA 2,297 kVA (cold ironing)
Water Availability	Tanked potable and non-potable
Telecommunications Availability	High speed fiber connection. Tenants to procure telecommunication services

NJEDA invites Offers of any lease length subject to the earliest lease start date and latest lease end date restrictions described in Figure 3.

Figure 3 – Earliest Lease Start Date and Latest Lease End Date

Earliest Lease Start Date	7/1/2024
Latest Lease End Date	12/31/2033

2.2 Port operations and maintenance

NJEDA will be responsible for overall Port operations and day-to-day facilities management, including, but not limited to:

- Coordination of berth and common infrastructure (e.g., heavy haul roads) use between tenants;
- Maintenance dredging of the access channel and berth pockets;
- Maintenance of core assets including the wharf and adjacent heavy lift area, heavy haul and access roads, as well as other common areas;
- Power and water supply;
- Supervision of common areas to ensure operability; and
- Site access control, provision of security guards, and maintenance of perimeter fencing and relevant security features, as required by federal maritime security law.

NJEDA may procure a third-party operator to carry out operations tasks on its behalf. Notwithstanding the above, the precise division of roles and responsibilities of operations within the leased premise shall be determined by NJEDA and the tenant(s). Offerors should refer to Exhibit B regarding tenant operation and maintenance costs related to the leased premises and use of the Port. Offeror should refer to Exhibit F for operational-specific compliance requirements.

3. PRE-OFFER SUBMISSION INFORMATION

3.1 Additional Information

NJEDA will provide additional technical and engineering information about the Port to any party considering the submission of a non-binding offer, provided that the party first executes NJEDA's form Confidentiality Agreement, attached as Exhibit G.

This information includes, but is not limited to, design drawings, summary level schedules for permitting and construction, and other relevant technical information as may be required by parties in order to formulate an offer including a base rent amount.

NJEDA will upload this information to a shared data room that will be accessible to Offerors that have executed NJEDA's Confidentiality Agreement.

3.2 Site Visits

NJEDA will offer site visits to the Port site for interested parties considering the submission of a non-binding offer. Site visits will be held on February 6 and February 7, 2024. Parties interested in participating in the site visit must contact NJEDA in advance of the site visit by emailing njwindport@njeda.com.

4. LEASING PROCESS & EVALUATION CRITERIA

4.1 Evaluation Process

NJEDA will only consider offers that comply with the requirements of the Notice, including but not limited to Section 5.1. All offers submitted shall be **non-binding offers**. All Key Lease Terms, set forth in Exhibit B, shall be incorporated into the non-binding offer.

By submitting a non-binding offer in response to this Notice, a party agrees to accept the "Non-Negotiable" Key Lease Terms and any revisions, if applicable, outlined in the final Questions and Answers (Q&A) and any addenda issued. Questions, exceptions, or modifications regarding the Non-Negotiable Key Lease Terms received after the Q&A period will not be considered or accepted. **Offers submitted with terms that seek to override or that conflict with the Non-Negotiable Key Lease Terms outlined in Exhibit B will be rejected by NJEDA as non-responsive.**

NJEDA Staff will evaluate⁵ and score non-binding offers using the criteria outlined in Section 4.2 and, provided that offers received are not mutually exclusive, will proceed to negotiations with one or more Offerors on the basis of their score and the aggregate score across offers.

If an offer received is mutually exclusive with any other offer (i.e., if term periods and/or acreage requirements overlap) NJEDA may request best and final offers (BAFOs) from one or more Offerors in order to seek clarification on the minimum acreage and lease start and end dates to determine if overlaps can be resolved. BAFOs will be re-scored and NJEDA may enter into negotiations with one or more Offerors in order to maximize the aggregate benefit to the State based on the combined tenancies at the Port.

⁵ Prior to scoring, NJEDA may arrange interviews with, or submit questions to any Offeror to clarify points or provisions in their non-binding offer. Any such interviews or questions shall not be deemed or considered as commencement of negotiations.

NJEDA reserves the right to discontinue negotiations with an Offeror at any time, or to reject all non-binding offers and to bring that same acreage to market at a later point.

4.2 Evaluation Criteria

NJEDA will evaluate non-binding offers submitted on the basis of four (4) criteria:

- Highest net cash return to NJEDA. In scoring the net cash return NJEDA will also consider:
 - The rent per acre offered;
 - Likelihood of the Offeror's ability to execute a lease based on the terms of its Offer, including a demonstrable pipeline of work that the proposed use of the leased premises would support;
 - Potential costs to NJEDA in meeting an Offeror's stated technical requirements;
 - The risk allocation amongst NJEDA and the prospective tenant; and
 - Commercial conditions attached to an offer.
- Job creation, which includes, amongst other factors:
 - The number and quality of jobs;
 - The likelihood of the Offeror's ability to meet its job targets, including a demonstrable pipeline of work that the proposed use of the leased premises would support;
 - The strength of an Offeror's commitment and certainty of its plans for scaling operations and jobs over the longer-term; and
 - The extent to which an Offeror's intended use aligns with the State's broader offshore wind job plan and State's objectives for the Port as an offshore wind industry support hub, and its broader local content and workforce development goals.⁶
- The Offeror's capacity to meet the financial obligations of the proposed lease(s).
- State, county, and local tax generation that the Offeror is expected to generate over the course of its proposed lease term at the Port. NJEDA will determine tax generation based principally on the offer's proposed job and capital expenditure estimates.

NJEDA's scoring of job creation, net cash return and tax generation will take into account the likelihood of an Offeror's ability to execute a lease based on the terms of its offer, including a demonstrable pipeline of work that the proposed use of the leased premises would support. NJEDA will also evaluate any conditions or contingencies stated by an Offeror that may limit or reduce the Offeror's capacity to realize the commitments made, reduce the certainty of commitments made, or otherwise cause the commitments made to not be realized.

Offerors should also note that in evaluating job creation, net cash return, and tax generation NJEDA is striving to maximize the aggregate benefit to the State based on the combined tenancies at the Port over the period 7/1/24 to 12/31/33.

4.3 Lease Negotiation

⁶ Offerors are encouraged to review the State of New Jersey's "Offshore Wind Strategic Plan," available at the following link: <https://www.nj.gov/bpu/newsroom/2020/approved/20200909a.html>.

Following a negotiation period with the top scoring Offeror(s), NJEDA Staff will recommend to the NJEDA Board the selection of the Offeror(s), if in the best interests of NJEDA and the State, to execute NJEDA's form of LOI with the selected Offeror(s). The LOI(s) shall consist of the terms developed and agreed upon during the negotiation period, encompassing the Non-Negotiable Key Lease Terms (Exhibit B). Based on Staff's recommendation, NJEDA's Board shall determine whether: (1) to approve the selection of tenant(s) and execution of the LOI(s); (2) to terminate negotiations and issue a new notice for lease; or (3) to take other action as deemed appropriate by the NJEDA. NJEDA may enter into multiple LOIs with multiple Offerors for offers that are not mutually exclusive of one another.

If the Board approves the execution of a LOI(s) pursuant to this Notice, NJEDA will execute the LOI(s) with the selected Offeror(s). After final Board approval and execution of the LOI(s), NJEDA and the selected Offeror(s) will begin detailed negotiations on a lease agreement and if applicable, related agreements. Final contract terms cannot be inconsistent with the terms agreed by parties in the LOI, unless NJEDA determines that a change is in the best interests of NJEDA and the State. The lease and/or other agreement(s) are subject to approval by the NJEDA Board. Upon approving a lease and/or other agreement(s), NJEDA's Board will reject all mutually exclusive offers and those Offerors will be formally notified.

Communications with representatives of NJEDA by an Offeror or an Offeror's representatives concerning this Notice are **NOT** permitted during the term of the submission and evaluation of the non-binding offer. Communications regarding this Notice in any manner (except as set forth in Sections 1.5 and Section 3 or through negotiations initiated by the NJEDA) **will result in the immediate rejection** of the Offeror's Offer.

5 NON-BINDING OFFERS

5.1 Required Information

To be eligible for consideration, an Offeror must submit the following documents as part of its offer:

- Non-Binding Offer Instructions & Letter Template (Exhibit A);
- Financial capacity information documents;
- Technical requirements; and
- Ownership Disclosure Form (Exhibit D).

Below is a detailed description of each of these documents.

Offer Letter	<p>An Offer Letter, a form of which is enclosed at <u>Exhibit A</u>, completed in accordance with the instructions therein.</p> <p>An Offer Letter constitutes a non-binding offer to lease the Property identified therein and must include the following information:</p> <ul style="list-style-type: none">(a) Identity of all proposed tenants. Only tenants that are controlled by the Offeror can be included in the Offer. Absent approval by NJEDA at its sole discretion, the Offeror will be required to be a party to the lease agreement;(b) The proposed acreage to be leased;(c) The proposed lease term, including specific start and end dates;(d) Intended use (e.g. staging and assembly, component storage);(e) If supporting or supplying one or more specific offshore wind-related projects, list of projects to be supported/anticipated to be supported over the course of the proposed lease term. Where applicable, Offerors are encouraged to provide evidence of a proposed or confirmed agreement relating to an offshore wind-related project (e.g., a letter of support);(f) Rent offered, stated as a per acre, per annum rental amount. The stated rent amount shall be a base rent amount only, and shall exclude all additional expenses, including but not limited to, utilities, taxes, maintenance and repair costs, security costs, facilities management costs, environmental services costs (e.g. snow removal) and any other additional expenses). See <u>Exhibit B</u> (Key Terms) for further details pertaining to additional expenses. Rent should reflect the leasing of a fully-developed parcel (i.e., a parcel developed to the Offeror's technical (e.g. weight bearing and utility connection) requirements), excluding any temporary improvements or structures.(g) Estimated direct and indirect jobs that will be created. For indirect job estimates Offerors must provide supporting information for how estimates were calculated and the methodology used. Offerors must provide, in table format, estimated job counts broken down by:<ul style="list-style-type: none">- direct and indirect jobs;- full-time, part-time/seasonal jobs; and
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	<p>- job function or job type;</p> <p>The table should include relevant salary information as well as a timeline showing when the Offeror anticipates each type of job will come online;</p> <p>(h) Any capital expenditures the Offeror anticipates undertaking either on its own leased premises or any other financing commitment to support and attract a broader supply chain or affiliates to the Wind Port or elsewhere in the State. Offeror should detail size and nature of the planned expenditure and financing commitment;</p> <p>(i) Any Local, State or Federal tax credits or other incentives that the Offeror anticipates that it will be eligible for as a result of investments undertaken or its operations at the Wind Port, and that it intends to utilize. Offerors must provide a description of the tax credit or other incentive, and must detail the activity, including appropriate quantitative measure(s), that the Offeror anticipates undertaking that will render it eligible to receive the tax credit or other incentive, as well as the estimated size (monetary value) of the tax credit or other incentive that it intends to utilize;</p> <p>(j) Estimated direct and indirect State, county, and local taxes to be generated. Offerors must detail the methodology for arriving at these estimates and must provide all supporting evidence and documentation; and</p> <p>(k) List and details of commercial conditions upon which the Offer is dependent. For further detail, see Exhibit B: "Commercial Conditions Precedent."</p>
<p>Financial Capacity Information</p>	<p>(a) <u>Financial statements</u> – Financial statements for the Offeror’s three most recently completed fiscal years (as applicable), audited by a generally recognized certified public accountant firm, or unaudited annual statements if audited statements have not been produced. Any interim financial statements prepared after the latest annual financial statement (e.g., quarterly and half-yearly). Financial statements must include:</p> <ul style="list-style-type: none"> • Opinion Letter (Auditor’s Report) for annual financial statements; • Balance Sheet; • Income Statement; • Statement of Cash Flows; and • Footnotes, as available. <p>All financial statements must be presented in English. All amounts in the financial statements must be presented in their native reported currency. If an entity provides financial statements that are not prepared in accordance with United States Generally Accepted Accounting Principles ("<u>GAAP</u>") or International Financial Reporting Standards ("<u>IFRS</u>"), then an explanation of the accounting differences between GAAP or IFRS and the accounting standards used to produce the financial statements</p>

	<p>must be prepared and submitted by the auditing firm.</p> <p>(b) <u>Supplemental Financial Information</u>: To the extent not fully described in the Offeror’s financial statements, the Offeror should also include the following supplemental information as a separate document:</p> <ul style="list-style-type: none"> • Material off-balance sheet liabilities; • Credit ratings; • Bankruptcy or insolvency proceedings within the prior 10 years of the Offeror or any of its affiliates; and • Any material change in the financial condition of the Offeror that has occurred or is projected to occur, as applicable; (i) within the most recently completed three fiscal years that is not reflected in its audited financial statements; (ii) since the date of its audited financial statements for its most recently completed fiscal year; or (iii) during the next fiscal quarter following the date of the Offer.
<p>Technical Requirements & Anticipated Usage</p>	<p>To the extent they are known or can be forecasted at the time of Offer submission, Offerors must detail their technical requirements, including:</p> <ul style="list-style-type: none"> - Intended use(s) for the acreage for which the Offeror is submitting a lease proposal; - If intending to use the acreage for marshalling, the anticipated installation rate of wind turbine components, expressed as WTG per annum, and anticipated installation periods within the lease term, expressed as date range(s); - Minimum technical requirements to support intended use(s) of the acreage (e.g., load bearing capacity, acreage, power and water requirements). This should encompass wharf, uplands and heavy-haul road connections between the parcel and wharf; - All major equipment expected to be used at the Port. Please specify whether the Offeror or Port Landlord (NJEDA) is envisaged to be responsible for provision of major equipment; - Any improvements, including temporary or permanent built structures, required on leased premises or elsewhere on the Port site to facilitate Offeror’s proposed activities; - All assumptions relating to vessel activities, including, for each vessel type: <ul style="list-style-type: none"> - Vessel size; - Cargo type(s); - Vessel berth calls per month; - Whether each vessel will be common carriage; - Length of vessel berth calls, expressed in hours; - Period(s) of the calendar year when the vessel will call at Port; and - Any other relevant berth access and vessel schedule considerations; - Offerors should refer to the Key Lease Terms (<u>Exhibit B</u>) for specific guidance on berth access and rights; - Anticipated road-based (i.e., inbound traffic and deliveries of any kind, and any outbound traffic) traffic to/from the parcel; and

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| | <ul style="list-style-type: none">- Any other technical or commercial requirements that the Offeror believes NJEDA, as Port landlord and operator, should be aware of. |
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5.2 Protest Procedures

Any Offeror may protest the selection of one or more tenants and approval of a lease agreement by NJEDA. For a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Offeror was not selected. In order to be considered complete, a protest must: (i) identify the Offeror that is submitting the protest, (ii) identify the NJEDA action that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. This protest is not considered a contested case subject to the Administrative Procedure Act. A Hearing Officer will be designated by NJEDA’s Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary “Hearing Officer Report”, it will be afforded an “Exceptions Period” equal to ten (10) business days from NJEDA’s issuance of the preliminary “Hearing Officer Report” to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any “Exceptions to the Hearing Officer’s Report” and finalize his or her report. The Hearing Officer will make a recommendation in his or her final “Hearing Officer Report” which will be sent with any “Exceptions to the Hearing Officer’s Report” to NJEDA’s Board.

NJEDA’s Board will review the Hearing Officer’s Report and shall render a decision regarding the appropriateness of the action. The action of the NJEDA Board to make a final decision for the selection of the tenant and approval of the lease agreement will be a final NJEDA action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is NJEDA’s intent not to execute a lease agreement until it has issued a final decision as described above. If, however, the Board determines, in its sole discretion, that a prompt award is necessary to achieve substantial cost savings or substantial economic benefit to the State, NJEDA may execute a lease agreement notwithstanding that the process described above to review a protest and issue a final decision has not been completed.

6 COMPLIANCE

6.1 Compliance Documents

NJEDA requires Offerors to submit some compliance documentation to evaluate offers and submit additional documentation prior to executing a lease agreement.

The list below indicates when each compliance document is required. Some are not required until an Offeror is prepared to sign a lease agreement. However, all interested parties are encouraged to familiarize themselves with all the compliance requirements. Detailed information is included in Exhibit C:

- Ownership Disclosure Form (**Mandatory with non-binding offer**) (Exhibit D);
- Disclosure of Investment Activities in Iran - Certification of Non-Involvement in Prohibited Activities in Iran (**Mandatory prior to EDA Board approval and execution of the LOI**);
- New Jersey Treasury Tax Clearance Certificate (**Mandatory prior to EDA Board approval and execution of the LOI**);
- Disclosure of investigations and other actions involving bidder form (**Mandatory prior to lease execution**); and
- New Jersey Business Registration Certificate (**Mandatory prior to lease execution**).
- NJEDA Legal Questionnaire (**Mandatory prior to lease execution**)

NJEDA will also check with the New Jersey Department of the Treasury (Treasury), New Jersey Department of Labor and Workforce Development (NJDLWD) and New Jersey Department of Environmental Protection (NJDEP) to ensure that the Offeror is in good standing with both agencies. An Offeror must be in good standing at the time of submission of a non-binding offer. Failure to be in good standing at the time of lease execution or to complete and return the required compliance documentation when required **will result in the termination of negotiations or inability to execute a lease agreement.**

6.2 Engagement with Outside Advisors

NJEDA has engaged the following outside advisors to assist with development of the Port and to support its negotiations with prospective tenants:

- Ernst & Young Infrastructure Advisors (EYIA)
- Moffatt & Nichol (M&N)
- WSP USA
- AECOM Tishman
- Ronin Security Solutions
- Lesura Strategies

If an Offeror or any of its team member entities, including any employee, agent or consultant of the Offeror or member entity, has a potential conflict of interest or circumstances that may give the appearance of a potential conflict of interest, the Offeror shall submit as promptly as possible a statement indicating the nature of the conflict. NJEDA reserves the right to disqualify an Offeror in its entirety or any member of the Offeror team if, in NJEDA's discretion, any interest disclosed from any source could create a conflict of interest or give the appearance of a conflict of interest, or if any potential conflict is not disclosed prior to the commencement of any lease negotiations. NJEDA's determination regarding any questions of conflict of interest shall be final.

The following persons are precluded from participating on an Offeror team or acting as a consultant to an Offeror in connection with this Notice or the transactions contemplated hereby:

- (a) Any individual who is or was an employee of the NJEDA and was involved in the development of this RFQ or any other documents relating to the procurement of the Project;
- (b) Any consultant firm that has been contracted by NJEDA to provide professional services in connection with the Project or the Program, including (see above list); and
- (c) Any Affiliate of each of the foregoing persons.

The Offeror and its team member entities shall not seek to ask questions of the entities listed nor seek to obtain any information relating to this Notice through the entities listed, or through any channels other than the Q&A process described in this Notice.

6.3 Intellectual Property & Reimbursement

Once submitted to NJEDA, all documents comprising the Offer will become property of NJEDA and will not be returned to the Offerors. NJEDA will not make any payments to the Offerors for the non-binding offer, LOI or Lease. Any costs incurred by an Offeror in connection with the preparation of its Offer or any subsequent negotiation and execution of a Letter of Intent or the Lease Agreement will be solely borne by the Offeror and will not be reimbursed by NJEDA.

6.4 New Jersey Open Public Records Act

Offerors should be aware that Offers and other documents submitted to NJEDA in response to this Notice are subject to the "New Jersey Open Public Records Act" (N.J.S.A. 47:1A-1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law.

All information submitted in response to this Notice is considered public information, notwithstanding any disclaimers to the contrary, except as may be exempted from public disclosure by OPRA and the common law. Any proprietary and/or confidential information submitted in response to this Notice will be redacted by NJEDA. A person or entity submitting an Offer in response to this Notice may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when such person or entity has a good faith legal and/or factual basis for such assertion (i.e., information that may be included in another ongoing public procurement or solicitation). NJEDA reserves the right to make the determination as to what is proprietary or confidential and will advise the person or entity accordingly. NJEDA will not honor any attempt to designate the entirety of an Offer or other submission as proprietary, confidential and/or to claim copyright protection for the entire submission. In the event of any challenge to the Offeror's assertion of confidentiality with which NJEDA does not concur, the Offeror shall be solely responsible for defending its designation.

6.5 Office of State Comptroller Record Retention

Pursuant to N.J.S.A. 52:15C-14, the successful Offeror shall maintain all documentation related to this lease for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.