CONTRACTOR RESPONSIBILITIES
(Scope of Services)

Operations and Management Services
The Contractor shall be responsible for managing and operating all aspects of the Airport in coordination with NYSDOT and any appropriate agencies or entities. Operations and Management of the Airport shall be for the benefit of the people of the State of New York in accordance with the Contract between the Contractor and NYSDOT. The Contractor shall manage the operations of the Airport in a safe, orderly fashion in conformity with all applicable Federal, State and Local laws, rules and regulations and other legal requirements. One of NYSDOT’s objectives is that the selected Prime Contractor perform at least fifty (50) percent of the proposed work related to operations and management of the Airport.

The selected Contractor (hereinafter referred to as the Operator) will identify an Airport Manager and appropriate staff to provide airport operational services seven days a week, 24 hours per day. The proposal must include the qualifications and resumes of the persons designated to be the Contractor's management team at the Airport. A key selection criterion will include the NYSDOT’s evaluation of the proposed management team and the experience of proposed operational staff. Accordingly, materials provided will be reviewed and interviews may be conducted with designated management personnel.

The Operator's Airport Manager and supporting staff will be responsible for all operational aspects of the airport including the following:

1. Maintenance and Repair Services

   A qualified airport operations/management firm shall maintain and repair (structurally and otherwise) in a good, workmanlike manner and enforce the obligations of any tenant to maintain and repair in such a manner all of the following:

   a. All runways, ramps and taxiways;
   b. All runway and taxiway lights, markings and striping;
   c. All navigation aids which are not maintained by the Federal Aviation Administration (hereinafter "FAA");
   d. All vehicles, equipment, machinery and tools provided by the State;
   e. All airport grounds (including, without limitation, maintaining and repairing perimeter fences, grass cutting and removing or topping trees and shrubs where and when necessary); and
   f. All airport buildings and structures including, without limitation, plumbing, electrical, sprinkler, heating and air conditioning systems, apparatus and equipment, and provide janitorial services for the administration/terminal building, as required by normal use.
2. **Aviation Support Functions**

In a manner consistent with sound airport operating and safety practices a qualified airport operations/management firm shall assist NYSDOT with the following activities:

- a. Operate or cause the airport fuel farm(s) to be operated, having due regard for the operational requirements of the suppliers of petroleum products at the Airport;
- b. Operate and manage public ramp area(s) for the benefit of users thereof;
- c. Operate the airport in accordance with applicable federal, state and industry safety and security practices including the NYS 2004 Anti-Terrorism Preparedness Act. Prepare, maintain and enforce an Airport Security Plan, including regular surveillance of the airport perimeter as well as the property north of Conklin Street. The Security Plan shall be developed in consultation with the FAA, the New York State Department of Homeland Security and Emergency Services and the Division of State Police and other agencies as directed by NYSDOT;
- d. Expeditiously remove or cause snow and ice to be removed from all runways, taxiways, and public ramps, parking lots and access roads;
- e. Visually check for, clean and remove all foreign objects from all runways, taxiways, and public ramps and parking areas;
- f. Mitigate, to the extent feasible, intentional acts of harm or the impact of natural disasters on the Airport;
- g. Cooperate with and provide information to NYSDOT-selected Contractors in the review of Tenant Alteration Applications;
- h. Act as the Airport’s liaison to the New York Airports District Office of the FAA;
- i. Prepare, update and submit as needed to NYSDOT Republic Airport’s five-year Airport Capital Improvement Plan (ACIP);
- j. Develop, modify, and submit to the FAA, as needed, the Airport’s Airport Layout Plan (ALP) following FAA guidance and requirements;
- k. Prepare and submit to the FAA any required Notices of Proposed Construction or Alteration; and
- l. Coordinate with NYSDOT’s Capital Projects Management firm to develop lists of projects to be implemented; as needed, provide information to firm to facilitate capital project implementation.

3. **Support Long-term Economic Growth within the Airport**

A qualified airport operations/management firm shall have in-house capacity and expertise in the field of real estate development and/or a subcontractor that has such experience. For this procurement, business development is defined as: property marketing, real estate development for compatible uses (per FAA regulations), and job creation. Firm shall market and repurpose under-utilized parcels within the facility to increase airport revenue and create new jobs at the facility. For a list of under-utilized parcels at Republic Airport see Attachment 19. Parcel 3 on Attachment 19 has been
identified by Empire State Development (ESD) as a key development site at Republic Airport. The selected firm will work with ESD to redevelop the site as a transit-oriented and mixed-use development with STARTUP NY.

4. Plans, Rules and Regulations

A qualified airport operations/management firm will perform the following activities, subject to the specified time limitations:

a. Prepare and/or revise the Airport’s Emergency Contingency Plan (the Plan). Such plan shall be submitted to NYSDOT for review and approval within ninety (90) days from the effective date of this Agreement (or notice to proceed, which ever comes later). The Plan shall set forth effective procedures, in conformity with applicable federal, state and local laws, rules and regulations, to be implemented at the Airport in the event of: aircraft crashes, incidents and/or accidents, both at the Airport and in the immediate vicinity; fires; hijackings; bombings; personal accidents; sudden illness; natural disasters or any other emergency which might affect or imperil the health, safety or security of persons or property or orderly and efficient airport operation. The Plan shall be reviewed annually by the operator or at such intervals as required by NYSDOT and proposed revisions shall be submitted to NYSDOT as appropriate;

b. Provide such facilities, training, supervision and coordination as may be reasonably required to implement the Emergency Contingency Plan;

c. Review and submit proposed revisions, as appropriate, to all existing Airport Rules and Regulations and the Airport’s Minimum Standards for the Conduct of Aeronautical Activities to NYSDOT no later than one hundred eighty (180) days after the effective date of this Agreement (or notice to proceed, which ever comes later). The operator shall review such rules and regulations including, but not limited to, the Airport’s Performance and Development Standards on an annual basis thereafter and submit proposed revisions as required to NYSDOT;

d. Maintain and periodically update, as required by NYSDOT, the Airport's Noise Abatement Program and associated noise contours at a minimum of every three years;

e. Ensure compliance with established airport operating protocols;

f. Maintain compliance with all FAA Part 139 requirements;

g. Update an Airport Certification Manual as required;

h. Privatization Plan. At the request of NYSDOT, and within 90 days from the date of request, the Contractor shall prepare a plan to outline privatization options for the Airport. In accordance with FAA Grant Assurances and following the FAA’s Airport Privatization Pilot Program, the Contractor shall investigate the options available to NYSDOT for potential privatization of the Airport. This plan shall detail all needed steps, documentation, approvals, and other requirements for privatization. Additionally, the plan shall outline the benefits and costs of each option as well as a SWOT analysis for all the options. An oral presentation to NYSDOT management may be required. NYSDOT assumes no obligation to pursue privatization efforts as a result of the creation of this plan or at any time thereafter.
5. **State Contracts with Third Parties**

A qualified airport operations/management firm shall perform, on behalf of NYSDOT, the following contractual activities (with all third party contracting performed pursuant to State Finance Law procurement requirements):

a. Perform, on behalf of the State, all State obligations pursuant to existing and future agreements with fixed base operators and other tenants and concessionaires at the Airport;
b. Perform, under the direction of the State, all State obligations pursuant to agreements with governmental entities, including the FAA and local municipalities;
c. Assist the State in developing and preparing written documents in accordance with applicable federal, state and local laws, rules and regulations, for the procurement of such aviation and related services, equipment, materials and supplies as may be necessary or desirable for proper operation of the Airport. All purchases shall be performed in accordance with New York State purchase requirements;
d. In connection with the solicitation of proposals and negotiation of such leases, concessions and other agreements as may be necessary or desirable for the proper operation of the Airport in accordance with federal, state and local laws, rules and regulations, the operator shall advise and recommend specific programs and courses of action to NYSDOT and shall, on behalf of NYSDOT, implement such programs and courses of action in conformity with applicable law and NYSDOT procedures;
e. Monitor and enforce, on behalf of and as required by the State, all State agreements with airport concessionaires, tenants and contractors, other than construction contractors, to ensure full and complete compliance with the terms and conditions contained in such agreements, to ensure that such agreements are carried out in a manner which is consistent with the proper operation of the Airport, provide coordination to avoid or minimize disruption of airport operations and services and, on behalf of the State, perform or cause to be performed all obligations imposed on the State pursuant to such agreements;
f. As required by NYSDOT, administer airport agreements (leases, licenses, permits, concession agreements, contracts other than construction contracts, etc.) to include the preparation of lease abstracts, monitoring the current status of such agreements and ensuring timely billing change notifications;
g. Notify NYSDOT at least six (6) months in advance of the forthcoming expiration, change or other deadline relative to leases, contracts and agreements at or concerning the Airport;
h. Procure such aviation and related services, equipment, materials and supplies as may be necessary for the proper operation of the Airport. To the extent that the
purchase price of any piece of equipment has been reimbursed to the operator as part of the expense of operation of the Airport, the operator shall transfer title to such equipment to the State upon expiration or termination of this Agreement. All equipment purchased or rented and charged as a Direct Non-Salary Cost shall be acquired in conformance with State purchasing rules. All such equipment shall be added to NYSDOT’s inventory when purchased and shall be subject to NYSDOT’s inventory control procedures; and

i. The operator will be accountable and responsible for all State-owned equipment assigned to the Airport and will be responsible for replacing or reimbursing the State for any missing equipment.

6. Reports and Documents

A qualified airport operations/management firm shall assist NYSDOT with the following reporting and documentation activities:

   a. Prepare and submit such reports and statistical data as may from time to time reasonably be requested by NYSDOT and such reports as are required pursuant to an operator contract with NYSDOT;
   b. As required by NYSDOT, assist in the preparation of all applications and requisite supporting documentation for Federal and State grants for financial assistance in support of airport development, planning, and operations; and
   c. Prepare and submit, on behalf of NYSDOT, all FAA required reports, including, but not limited to: grant utilization reports, DBE and/or MWBE reports and other compliance reports.

7. Accounting and Financial Services

In accordance with generally accepted accounting principles, a qualified operator shall assist NYSDOT with the following activities which are to be consistently applied and utilizing cash basis accounting (see Attachment 15 for Airport expense and revenue information):

   a. Process airport receipts and documents;
   b. Prepare monthly income and expense statements on both cash and modified accrual basis;
   c. Balance and reconcile airport operating accounts;
   d. Prepare airport billings and accounts receivable reports;
   e. Bill, on behalf of the State, all monies due to the State in connection with the Airport, including but not limited to monies due pursuant to leases, contracts, concession agreements, and arrangements with other persons conducting operations at the Airport;
   f. Collect all monies billed pursuant to subparagraph (5), Reports and Documents, and all airport fees including but not limited to airport landing fees under then current procedures; the operator shall use good business practices consistent with
NYSDOT policy to collect all aforesaid monies but shall in no event be liable for bad debts;
g. Deposit on a daily basis all monies collected from the operation of the Airport in an account established by the State for such purpose;
h. Disburse funds as required to meet expenses incurred pursuant to the Approved Operating Budget; and
i. Assist NYSDOT in processing aging accounts receivable.

8. Operating and Capital Budget Projections

A qualified airport operations/management firm shall:

a. Prepare and submit to NYSDOT, prior to November 1st of each year, a written report setting forth and explaining the projected Airport operating expenses to be incurred and revenues to be collected for the coming State Fiscal Year. The submission will include a line-by-line analysis of actual expenditures in past years, supplemented by known or likely changes. These projections are to be provided for a period of ten years updated annually with the first year broken down by fiscal quarter; and
b. Prepare and submit to NYSDOT, prior to November 30th of each year, a written report setting forth and explaining the projected capital and equipment needs of the Airport for the State Fiscal Year commencing on the following April 1, based upon the airport Capital Improvement Program, the Airport Layout Plan, pavement and infrastructure needs, and an analysis of remaining useful life of equipment and new equipment needs. Capital project inputs shall be provided by NYSDOT or its agents to the selected operator. Per FAA requirements, these projections are to be provided for the subsequent four years as well (total of rolling five years).

9. Attendance at Conferences and Meetings

A qualified operator shall assist NYSDOT with the following activities:

a. Attend meetings of the Airport Commission and assist NYSDOT as requested in its relations with the Commission pursuant to state law;
b. Confer with NYSDOT and attend meetings with officials and others persons as reasonably requested by NYSDOT to discuss matters relating to the Airport; and
c. Confer and cooperate with groups interested in the operation of the Airport.

10. Personnel

A qualified operator shall provide:

a. On Site Personnel employed as Airport staff (hereinafter the "Airport Operating Staff") composed of qualified persons who shall perform their duties at the

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Sufficient staff shall be scheduled to provide necessary daily operational coverage contemplated hereby or such other schedule as may be set by NYSDOT. The Contractor may employ staff on a full-time, part-time or seasonal basis, as necessary to fulfill its obligations hereunder subject to approval by NYSDOT;
b. Airport Manager shall supervise the operation of the Airport in such a manner as to ensure compliance with this Agreement;
c. Airport Operating staff shall be selected by the Contractor in consultation with NYSDOT on the basis of training and experience. No less than 60 days prior to the effective date of this agreement, the Contractor shall submit the resumes of the candidates for all “key positions”.

11. Miscellaneous Services

A qualified airport operations/management firm shall assist NYSDOT with the following activities:

a. Cooperate and assist NYSDOT in dealing with the FAA, Airport Commission and all federal, state and local agencies in all matters relating to the operation of the Airport;
b. Ensure that those utilizing the Airport as pilots, aircraft operators, or tenants do so in the most noise conscious manner possible so as to minimize any adverse impact to the extent possible, consistent with safety and prudent aviation practices and procedures;
c. Provide technical advice on airport operations, maintenance and development programs and projects;
d. In cooperation with Empire State Development (ESD), encourage the investment of private capital at the Airport and the economic development of airport-owned parcels (Attachment 19);
e. Maintain NYSDOT property and equipment records as prescribed by NYSDOT;
f. Comply with all applicable federal and state requirements regarding affirmative action and the utilization of minority-owned and women-owned business enterprises (MWBEs);
g. Work cooperatively with ESD and NYSDOT to attract prospective tenants and concessionaires at the Airport
h. Assist NYSDOT in the preparation and maintenance of capital control inventories of all NYSDOT equipment, vehicles, machinery, tools and personal property situated at the Airport; and
i. Other services as requested by NYSDOT consistent with the safe and efficient operation of the Airport.