DISCLAIMER

The contents and information provided in this Request for Proposal are meant to provide general information to interested parties. The successful Respondent will be required to execute an Agreement with the Authority that will govern the rights, duties and obligations between the Authority and the successful Respondent. Accordingly, the terms set forth within this Request for Proposal does not constitute any contract between the Authority and the successful Respondent. Moreover, the Authority accepts no responsibility for any omissions or deletions relating to this Request for Proposal.

SOLICITATION LETTER

The Delaware River Port Authority of Pennsylvania & New Jersey (hereinafter referred to as “the Authority”), a quasi-governmental entity, is soliciting proposals from qualified compensation consulting firms to complete a review and assessment of the salaries, benefits, and perquisites provided to staff employed by the DRPA and PATCO, and provide a report of recommendations for both entities.

STATEMENT OF RIGHTS

1. To select and enter into an agreement with a Respondent whose proposal best satisfies the interests of the Authority.

2. To determine in the Authority’s sole discretion which Respondents are responsive and deemed qualified. The Authority may reject non-responsive proposals without evaluation but also has the right, in its sole discretion, to waive minor non-compliance.

3. To issue amendments to this Request for Proposal.

4. To conduct investigations with respect to the qualifications of each Respondent.

5. To negotiate with Respondents for amendments or other modifications to their responses.

6. To modify dates.

7. All responses to this Request for Proposal are at the sole expense of the Respondent and with the express understanding that no claim can be made for reimbursement from the Authority for the expense of preparation.

THE AUTHORITY WILL NOT HONOR ANY ATTEMPT BY A RESPONDENT TO DESIGNATE ITS ENTIRE RESPONSE AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE RESPONSE.
QUESTIONS

Any questions regarding this Request for Proposal must be sent electronically to Howard M. Korsen, Manager, Contract Administration at hmkorsen@drpa.org. Please put “Compensation/Benefits RFP” in the subject line of emails. The deadline for submitting questions is 2 PM on December 30, 2010. All questions and answers will be sent to all prospective Respondents.

FORM AND MANNER OF SUBMISSION

A SIGNED original and ten (10) copies of the Response to this Request of Proposal must be submitted in a sealed envelope by 2:00 PM local time on January 14, 2011 to:

Howard Korsen, Manager, Contracts Administration
Delaware River Port Authority
PO Box 1949, 2 Riverside Drive, 7th Floor
Camden, NJ 08101

FAXED OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. LATE RESPONSES WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE RESPONDENT.

The phone number to use for express delivery services is (856) 968-2083.

EVALUATION AND SELECTION

Proposals will be evaluated by a Selection Committee using the following criteria:

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<th>CRITERIA</th>
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<tr>
<td>I. Technical Ability</td>
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<td>A. Understanding of the project</td>
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<td>B. Firm’s experience with similar projects for similar governmental entities, and, in particular Bridge and Transit agencies</td>
<td>0 – 20</td>
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<td>C. Technical approach and/or innovative ideas</td>
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<td></td>
<td>Subtotal Technical Ability Score 0 – 60</td>
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<tr>
<td>II. Management</td>
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<td>A. Experience of project manager and support staff</td>
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<tr>
<td>B. Prior success in delivering similar projects</td>
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<td>C. Ability to complete project on time</td>
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<td>Subtotal Management Score 0 – 40</td>
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<td>Total Proposal Score</td>
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In addition to the criteria above, the DRPA will also consider the following factors:

1. Evidence of adequate professional liability insurance coverage.

2. DRPA is firmly committed to providing employment and contracting opportunities to women and minorities, and/or certified minority and women-owned business enterprises. The inclusion of women and minorities staff members within the proposing firm or partnership, or the inclusion of certified minority and/or women-owned business enterprises as part of the team that will actually perform work for DRPA is of significant importance to the Authority.

The final determination will be based on the Authority's evaluation, in its sole judgment, of which request for proposal best meets the needs of the Authority.

The Authority reserves the right to recommend the award of the agreement to the firm that has been judged to have best met the Request for Proposal qualifications as judged by the Authority in its sole discretion.

Respondents are advised that the Authority reserves the right to meet with Respondents to discuss details of their request for proposal and/or to request written clarification or additional details necessary to clearly understand the request for proposal. All such additional, supplemental or clarifying information may be considered as part of the technical evaluation of the Response. Meetings shall be held at the request of the Authority and shall take place prior to the opening of negotiations for a brokerage/consultant agreement.

**APPROVAL, AWARD, AND EXECUTION OF CONTRACT**

Once the evaluation process has been completed, DRPA staff will recommend to the DRPA Board, award of a contract to the Respondent whose request for proposal is/are deemed to be most advantageous to the Authority. The DRPA expects to make an award on or after March 31, 2011 with an effective date of April 1, 2011.

The Authority reserves the right to cancel the award of a contract before execution if the Authority deems such cancellation to be in its best interest. In no event will the Authority have any liability for the cancellation of such award. The Respondent assumes the sole risk and responsibility for expenses incurred prior to execution of the contract. DRPA will not entertain requests that it explain its decisions or “debrief” unsuccessful Respondents.

All Responses supporting and/or subsequent materials will become the property of the DRPA and will not be returned.
BACKGROUND

The DRPA is a bi-state agency of the State of New Jersey and the Commonwealth of Pennsylvania. It owns and operates four major toll bridge crossings of the Delaware River, including the Benjamin Franklin Bridge, Walt Whitman Bridge, Commodore Barry Bridge, and Betsy Ross Bridge. The Authority’s transit subsidiary, PATCO, operates a rapid transit line providing public transport service between Philadelphia and Southern New Jersey. The DRPA owns the Riverlink Ferry System, which provides seasonal ferry service for passenger transport across the Delaware River between Camden, NJ and Penn’s Landing in Philadelphia, PA. The DRPA operates a Cruise Terminal at Pier One in the Naval Business Center in Philadelphia.

The DRPA employs approximately 593 employees. These employees are categorized into four groups: (1) non-represented employees – 218 office workers, supervisors, technical, professional and executive staff; (2) FOP-represented employees – 132 police officers, corporals, and sergeants; (3) IUOE-represented employees – 212 maintenance workers, electricians, mechanics and toll collectors; (4) IUOE-represented Police Dispatchers; and (5) IBEW-represented employees – 16 information technology employees.

PATCO employs approximately 306 employees. These employees are categorized into three groups: (1) non-represented employees – 83 office workers, supervisors, technical, professionals and executive staff; (2) IBEW-represented employees – two information technology employees; and (3) Teamster-represented employees – 221 represented maintenance workers, electricians, mechanics, train operators and revenue collectors.

SCOPE OF WORK – COMPENSATION AND BENEFITS REVIEW

Consultant is responsible for preparing and outlining a proposal to conduct a comprehensive study of direct compensation for union and non-union positions within the Authority. The successful Respondent will be expected to determine external competitiveness with the private sector, and compare the Authority’s positions to peer transportation entities, and maintain the level of internal equity based on the value of each position and job function.

The study will include a thorough analysis of the Authority’s pay range structure, job evaluation and classification method, and collective bargaining agreements. The successful proposer will be expected to recommend a competitive compensation plan that will make improvement, if needed, to recruitment and retention, internal and external equity, career succession, cost control, and administrative efficiency.
The study will also include a thorough analysis of the benefits and perquisites that make up part of the total compensation package for represented and non-represented employees. The successful Respondent will be expected to compare the benefits and perquisites for Authority employees to those offered by the private sector and at peer transportation entities for like positions.

SERVICES TO BE PROVIDED

TASK 1 - Job Evaluations

1. Determine the relative worth of each job by using job sampling, job grading, factor comparison, or other methods determined by the consultant.

2. Determine the need to adjust and/or create positions with titles that accurately reflect progressive levels of responsibility and accountability.

3. Evaluate the Authority's existing software technology, training, manuals and maintenance and recommend improvements to the compensation system.

4. Determine fairness and competitiveness of all salaries by conducting a comprehensive labor market survey.

5. Compare compensation levels of all positions within the Authority to similar positions within the local private sector, local public sector, and other comparable transportation agencies.

6. Evaluate job worth and match with labor market worth, establishing the appropriate pay level for each job.

7. Analyze the Authority's current structure of salary ranges and recommend an appropriate and manageable grouping of pay levels. This could include a hybrid form of broad-banding.

8. Recommend the frequency with which the Authority's salary ranges should be considered and adjusted.

9. Analyze compensation levels within salary ranges and among comparable positions and make recommendations, if needed, to ensure equal pay and comparable worth.
TASK 2 - Job Descriptions

1. Conduct job analysis of positions by means of surveys, structured questionnaires, observation, focus groups and interviews, where needed.

2. Review all current job descriptions of union and non-union positions, and evaluate the accuracy of essential functions, skills/knowledge applied and working conditions for each.

3. Review all job descriptions and recommend changes to more accurately reflect the complexity of duties, the responsibilities of the job, and its impact on the Authority's core lines of business.

4. Provide an objective evaluation and comparison of responsibilities, skills, mental and physical capacity (under the ADAAA), accountability, and working conditions of each salaried job (represented and non-represented alike).

TASK 3 - Overtime Compensation

1. A comprehensive study and recommendation of the Authority's overtime and comp time policies including a review of the Authority's compliance with overtime under the Fair Labor Standards Act.

2. Analyze overtime worked by non-exempt employees, and the actual hours worked by front line supervisors, and recommend an effective comp time off with pay policy for exempt employees.

TASK 4 - Pay-for-Performance Merit Increase Program

1. Review and make recommendations to the Authority's Performance Evaluation Process and associated Pay-for-Performance merit increase and procedures.

2. Determine if incentive compensation for individual contributors and team players would be beneficial to the Authority.

3. Determine, recommend and develop alternative reward practices such as, individual incentives, work group or team incentives, or gain sharing plans.
TASK 5 - Salary Administration Policy

1. Review the Authority's existing compensation policies, and make recommendations pertaining to the following:
   - starting salaries for new employees;
   - salaries for employees promoted from represented positions to management positions;
   - size of and methodology for promotion increases for management employees moving up one or multiple salary grades.

2. Review compression issues, and make recommendations that will encourage represented employees to apply for non-represented positions. We expect the consultant to focus on loss of overtime compensation and relationship to subordinates salaries, and benefit contribution issues.

TASK 6 – Benefit & Perquisite Review

1. A thorough review of the health and welfare benefits offered to represented and non-represented employees, as well as the salary contribution schedules towards those benefits for each group. Compare benefit levels and premium contributions for all positions within the Authority to similar positions within the local private sector, local public sector, and other comparable transportation agencies, and recommend changes for the Authority’s consideration.

2. A review of all perquisites offered to represented and non-represented employees at DRPA and PATCO. Compare perquisites for all positions within the Authority to similar positions within the local private sector, local public sector, and other comparable transportation agencies, and recommend changes for the Authority’s consideration.

DELIVERABLES

The expected outcome of the direct job analysis, compensation, and benefit study conducted by the successful Respondent is a comprehensive plan that is based on sound principles of compensation management and in accordance with the Fair Labor Standards Act, Equal Pay Act, and all relevant government regulations.
As a result of the study, the consultant will provide the following:

**Core Phase Deliverables:**

1. Written recommendation for amendments to the Authority's current job descriptions when required by changes in the duties, responsibilities, qualifications or working conditions of the job.

2. Recommendation of adjustments to individual salaries, job classifications, and an ongoing job evaluation method system based on the relative worth of each salaried job, internal equity, and the results of labor market surveys including the private and public sectors and comparable transit agencies. Consultant will provide training to key Authority personnel in the recommended job evaluation method. The Authority expects that the system for evaluating jobs will be owned by the Authority to maintain the process established.

3. Written evaluation of the Authority's current pay range structure and recommendation, if necessary for a system of pay ranges for each job class.

4. Written recommendation of a design to efficiently administer the proposed compensation plan. Provide procedures and training to key Authority personnel in the ongoing administration of the compensation program including planning, budgeting, communications and evaluation.

5. Comprehensive written report outlining all benefits and perquisites for all Authority employees, whether represented or non-represented, and written recommendations for the Authority's consideration.

6. Comprehensive written report outlining the methods and procedures used in the study, results of the study and the rationale of recommendations in relation to the Authority's goals of recruitment, retention, career succession, equity, legal compliance, administrative efficacy and cost control.

7. Presentation of finding and contingent recommendations to Authority officials for review and consideration prior to making formal recommendations. Presentation may include oral and/or written reports to the executive staff, Compensation Committee, and the full DRPA Board regarding the results of the study, formal recommendations, proposed implementation of recommendations, timeline and employee communications.

8. Upon completion of the project, all working papers and computer files will be delivered to the Authority.
PROJECT SCHEDULE

Respondents will be expected to provide a specific timetable that outlines completion milestones for data collection and review, interviews, draft report of findings, recommendations and final report.

ATTACHMENTS

The organization charts for the Delaware River Port Authority (DRPA) and the Port Authority Transit Corporation (PATCO) are attached hereto.

INSURANCE REQUIREMENTS

The firm selected will be required to provide insurance of the prescribed types and minimum amounts as set forth below.

1. All insurance policies required shall be maintained in full force until all services under this Contract are completed. Each policy shall contain the provision that there will be thirty (30) days prior written notice given to the DELAWARE RIVER PORT AUTHORITY in the event of cancellation of, non-renewal of or material change in the policy. An endorsement or the equivalent of, to all insurance policies, shall contain a “Designated Entity – Notice of Cancellation/Nonrenewal Provided By Us”, issued by the insurance companies and such endorsement copy should be provided with the insurance certificates.

Prior to commencing any services under this Contract, the firm selected shall furnish DELAWARE RIVER PORT AUTHORITY with insurance certificates evidencing that the required coverage is in force. The DELAWARE RIVER PORT AUTHORITY shall not be liable for the payment of any premiums under the foregoing.

The insurance companies indicated in the certificates shall be authorized to do business in the Commonwealth of Pennsylvania and State of New Jersey and shall be acceptable to the DELAWARE RIVER PORT AUTHORITY. The financial rating and admitted status of the insurance companies shall be an A.M. Best Rating of A- (Excellent) or Higher and an A.M. Best Financial Size Category of Class VII or Higher.

Neither approval by the DELAWARE RIVER PORT AUTHORITY nor failure to disapprove insurance certificates furnished by the firm selected, shall release the firm selected of full responsibility for all liability as set forth in the indemnification clause stated in SAVE AND HOLD HARMLESS.
The minimum requirements of insurance to be carried by the firm selected shall be as follows:

A. Workers' Compensation Insurance
Workers' Compensation and Employers Liability: Statutory benefits as required by the Workers' Compensation laws of the Commonwealth of Pennsylvania and The State of New Jersey and reference to such compliance made on all certificates of insurance.
  a) Workers' Compensation Coverage: Statutory Requirements
  b) Employers Liability Limits not less than:
     - Bodily Injury by Accident: $1,000,000 Each Accident
     - Bodily Injury by Disease: $1,000,000 Each Employee
     - Bodily Injury by Disease: $1,000,000 Policy Limit

B. Commercial General Liability Insurance
Bodily Injury, Property Damage and Personal Injury (including Premises-Operations, Independent Contractors, Products/Completed Operations, Personal Injury, and Broad Form Property Damages).

  Occurrence Form with the following limits:
  (1) General Aggregate: $2,000,000
  (2) Products/Completed Operations Aggregate: $1,000,000
  (3) Each Occurrence: $1,000,000
  (4) Personal and Advertising Injury: $1,000,000

The DRPA/PATCO should be named as an Additional Insured

Contractual Liability Insurance to include coverage for the liability assumed under Section F. SAVE AND HOLD HARMLESS, in an amount not less than One Million Dollars ($1,000,000.00). Acceptance of coverage in this amount by the DELAWARE RIVER PORT AUTHORITY does not release the firm selected of full responsibility for all liability set forth in the indemnification clause in Section F. Save and Hold Harmless.

C. Professional Liability Insurance
Consultant shall maintain insurance covering losses caused by Professional Services that arise from the operations described under the scope of work of this Request for Proposal.
  c) Per Claim Limit: $1,000,000
  d) Aggregate Limit: $2,000,000
e) If coverage is written on a Claims-made basis, the consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the work under the contract is completed.

D. Commercial Automobile Liability Insurance
Coverage to include:
All Owned, Hired and Non-Owned Vehicles (Any Auto)
Per Accident Combined Single Limit $1,000,000

E. Commercial Umbrella Liability
Occurrence Limit: $2,000,000
Aggregate Limit (where applicable): $2,000,000
Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.
The DRPA/PATCO should be named as an Additional Insured

F. Loss or Breach of Data Liability Coverage/Cyber Liability
The consultant shall maintain insurance covering third party (including DRPA/PATCO employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third party corporate and/or personally identifiable information in your care, custody or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a consultant employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality, other such exposures, arising out of these Internet activities)
Aggregate Limit: $1,000,000

If coverage is written on a Claims-made basis, the consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of one (1) year beginning when the services under the contract are completed.
The DRPA/PATCO should be named as an Additional Insured
G. DRPA, PATCO (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be added as ADDITIONAL INSUREDS on all liability policies, except for the Workers’ Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSUREDS on consultant’s liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSUREDS and shall not permit or require such other coverage to contribute to the payment of any loss.

H. Any type of insurance or any increase in limits of liability not described above which the consultant requires for its own protection or on account of statute shall be its own responsibility and at its own expense. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the consultant or any of their Sub-consultants. The carrying of insurance described shall in no way be interpreted as relieving the consultant of any responsibility or liability under the contract.

I. Self Insured Retentions:

None of the policies of insurance required of the consultant by this Request for Proposal shall contain self insured retentions in excess of $100,000, unless agreed to in writing by the DRPA/PATCO.

J. Sub-Contractor’s/Sub-Consultant’s Insurance

If any part of the work under this Contract is to be performed by a sub-contractor or sub-consultant, the firm selected shall be responsible for each sub-contractor or sub-consultant maintaining insurance as specified above in Paragraph (A), (B), (C), (D), (E), (F), (G), (H), and (I). In addition, if a sub-contractor or sub-consultant is required to render any professional services, the firm selected shall be responsible for each sub-contractor or sub-consultant maintaining insurance as specified in this Paragraph (G) and (F).

K. Save and Hold Harmless

The firm selected agrees to defend, indemnify and protect and hold harmless the DELAWARE RIVER PORT AUTHORITY, its officers, commissioners, members, agents, servants and employees from and against any and all suits, claims, demands or damages, of whatsoever kind or nature arising from, out of, or in connection with the
performance of this Agreement, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.

TERMINATION

It is understood and agreed that the DELAWARE RIVER PORT AUTHORITY hereby reserves unto itself the right to terminate or modify this Agreement at any time, for any reason whatsoever, upon giving not less than thirty (30) days prior written notice to the Consultant. In the event of the DELAWARE RIVER PORT AUTHORITY’s exercising such right of termination, the DELAWARE RIVER PORT AUTHORITY shall be without further liability whatsoever to the Consultant under this Agreement, except that the DELAWARE RIVER PORT AUTHORITY will reimburse Consultant for services rendered and costs expended, and pay to the Consultant the amount of fee earned by the Consultant to the date of said termination. In the event that the DELAWARE RIVER PORT AUTHORITY exercises its right to modify this Agreement, Consultant shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights. The Consultant agrees that it shall not be entitled to any damages of any nature whatsoever in the event of such termination or modification other than the aforesaid referenced payments.

WORK PRODUCTS

All materials, calculations, computations, specifications and drawings developed and prepared by and equipment required by the Consultant, in the performance of its services herein, shall become the property of the DELAWARE RIVER PORT AUTHORITY, and shall be turned over to the DELAWARE RIVER PORT AUTHORITY at or prior to final payment or other termination of this Agreement, or upon written request thereof by the DELAWARE RIVER PORT AUTHORITY.

XI. POLITICAL PAYMENTS AND/OR CONTRIBUTIONS

Consultants seeking to be awarded contracts from the Authority shall warrant to the DRPA that neither the Consultant nor anyone authorized to act on the Consultant’s behalf has made any payment or contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of the contract. The Consultant agrees that if the Executive Committee of the DRPA decides, after such hearing as it deems necessary, that this warranty has been breached, the Consultant shall, within thirty (30) days of this decision, pay to the DRPA liquidated damages equal to twenty-five percent (25%) of the face amount of this Agreement or order, provided: The Executive Committee’s decision shall be final unless the Consultant seeks a review thereof in a commercial arbitration proceeding.
conducted by the American Arbitration Association, instituted by the Consultant within fifteen (15) days of receipt of the Executive Committee’s decision: The Consultant further agrees that it shall be ineligible to receive any award of any contract or purchase order from the DRPA for a period of one (1) year from the date of any final decision unfavorable to it.

Consultants seeking to be awarded contracts from the Authority must disclose contributions, on the form provided herein, or a permitted facsimile, to:

- any Pennsylvania or New Jersey state, county, or municipal committee of a political party;
- any Pennsylvania or New Jersey legislative leadership committee;
- any continuing political committee (a.k.a., political action committee).
- any candidate for or holder of an elected office in Pennsylvania or New Jersey
- any political organization organized under section 527 of the Internal Revenue Code located in Pennsylvania or New Jersey

The disclosure must list reportable contributions that were made during the four (4) years prior to the proposed date of award of the contract.

Disclosure is required of contributions made by the contracting entity or by:

- individuals with an “interest”, which is defined as ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit;
- all principals, partners, officers, or directors of the business entity or their spouses;
- any subsidiaries directly or indirectly controlled by the business entity; or
- IRS Code Section 527 organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the Consultant is a natural person, a contribution by that person’s spouse, parent or child residing in the same household shall be deemed to be a contribution by the Consultant and requires disclosure.
POLITICAL CONTRIBUTION DISCLOSURE FORM

This form or its permitted facsimile must be submitted to the Authority simultaneously with the delivery of a bid for, or prior to the extension or renewal of, any contract with the Authority.

Part I – Vendor Information

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The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the disclosure requirements of the Authority.

_________________________ ______________________________
Signature Printed Name Title

Part II – Contribution Disclosure

Disclosure requirement: Disclosure must include all reportable political contributions over the past four (4) years on the form provided.

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XII. APPLICATION OF LAWS AND REGULATIONS

By entering into this Agreement, the DELAWARE RIVER PORT AUTHORITY does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the DELAWARE RIVER PORT AUTHORITY.

XIII. CONSULTANT - INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and under no circumstances shall it, its servants, agents or employees be or become employees of the DELAWARE RIVER PORT AUTHORITY in conduct of the work under this Agreement.

Compensation RFP