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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL**

**FOR**

**REAL ESTATE BROKER SERVICES**

**RM-141094**

**OCTOBER 2018**

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## SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) soliciting proposals from qualified firms or individuals with demonstrated competency and outstanding qualifications to provide real estate brokerage services for the disposition of real properties no longer needed for the Authority’s purposes (“Surplus Property”) owned by the Authority throughout the State of New Jersey, (as further described in Section III, the “Services”). As the Authority’s individual Surplus Properties are located throughout the State of New Jersey and are suitable for both residential and commercial use, depending on the applicable zoning and other laws, the Authority intends to procure the services of more than one broker under this procurement (“Successful Broker(s)”). However, each individual Surplus Property will be listed with only one Broker at a time. The Successful Broker (as hereinafter defined) will be awarded a contract (the “Services Agreement”) for a term of two (2) years, with the option to extend for two (2) one –year terms at the Authority’s sole discretion.

The Authority seeks proposals (“Proposals”) from all interested and qualified providers (“Brokers”). Such Proposals must be responsive to all of the requirements of this RFP. The Authority intends to select one or more Proposers to perform the Services based on the evaluation criteria set forth in Section IV.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine, 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1*, et seq. In addition, Brokers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1075, C.127 and (*N.J.A.C. 17:27*).

Upon review of all Proposals, the Authority may request that one or more Brokers appear for an oral presentation focusing on how their proposed approach and solution will satisfy the requirements of this RFP. The Authority may limit the number of Brokers that can make oral presentations to permit efficient competition among the most highly rated Proposals. Should an oral presentation be requested, it will be an opportunity for each invited Proposer to introduce its staff to the Authority, address how the Proposer will provide the Services, and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards, products and other materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer’s recent experience on similar assignments, approach to the Services and the use of innovative and/or cost-effective measures should be included in the oral presentation.

Proposer(s) invited to make an oral presentation may submit a best and final offer (“BAFO”) either during oral presentation or within **two (2)** business days following the presentation. The BAFO can modify any aspect of the Proposal provided the RFP requirements continue to be satisfied and provided further that the revised price proposal of the BAFO is not higher than the original price proposal.

After evaluating Proposals of those invited to make an oral presentation, an evaluation committee consisting of representatives of the Authority (“Evaluation Committee”) may enter into negotiations with same. The primary purpose of negotiations is to maximize the Authority’s ability to get the best value based on the requirements and evaluation criteria set forth in the RFP. Negotiations may involve the identification of significant weaknesses ambiguities and other deficiencies in the Proposal, including price, which could preclude awarding a Services Agreement to the Proposer. More rounds of negotiations may be held with one Proposer than another. Negotiations will be structured to safeguard information and ensure that all Brokers in the competitive range are treated fairly.

After evaluation of the BAFO submissions and any subsequent negotiations, the Evaluation Committee will recommend to the Executive Director to award a contract to the Proposer whose Proposal, conforming to the RFP, is most advantageous to the Authority, price and other factors considered. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee. The Executive Director may negotiate further reductions in price with the recommended Proposer.

Negotiations will be conducted only in those circumstances where they are deemed by the Authority to be in the Authority’s best interests and to maximize the Authority’s abilities to get the best value. Therefore, Brokers are advised to submit their best price proposals in response to this RFP, because the Authority, may, after evaluation, make an award based solely on the content of these initial submissions, without further negotiations with the Proposer.

**A DRAFT FORM OF THE SERVICES AGREEMENT IS ATTACHED. (See Appendix 1). ANY PROPOSED MODIFICATIONS TO THE SERVICES AGREEMENT MUST BE IDENTIFIED AND SUBMITTED WITH YOUR RESPONSE TO THIS RFP; OTHERWISE, BY SUBMISSION OF YOUR RESPONSE, YOU WILL BE DEEMED TO HAVE ACCEPTED THE SERVICES AGREEMENT ATTACHED HEREIN AND WILL BE FORECLOSED FROM NEGOTIATING ANY CHANGES TO THE SERVICES AGREEMENT.**

**End of Section I**

## SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

### A. Purpose

This RFP contains a Scope of Services (Section III) that outlines the Authority's needs.

### B. Inquiries

**ONLY type-written** inquiries concerning the RFP will be accepted. They should be directed to Andrea E. Ward, Director, Procurement and Materials Management ("PMM") Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399. The email address is [mcnally@njta.com](mailto:mcnally@njta.com). The inquiry deadline is **4:30 PM E.T., October 15, 2018**. Inquiries will not be entertained after this date and time.

**A PROPOSER IS NOT PERMITTED TO MAKE INQUIRIES OF OR DISCUSS OR QUESTION ANY AUTHORITY EMPLOYEE, STATE EMPLOYEE OR COUNSEL OR BROKER TO THE AUTHORITY ABOUT THIS RFP WHILE THIS RFP IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. IT IS NOT APPROPRIATE FOR ANY PROPOSER TO CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE RFP PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN DISQUALIFICATION OF THE PROPOSER.**

### C. Closing Date

One (1) original and five (5) copies of the Proposer's Proposal, as well as one (1) copy in an electronic format (USB or compact disc) must be received no later than **4:30 PM E.T., October 24, 2018** addressed to: Andrea E. Ward, Director, Procurement and Materials Management Department as follows:

<u>Regular Mail</u>	OR	<u>Federal Express or Other Overnight Delivery</u>
New Jersey Turnpike Authority		New Jersey Turnpike Authority
P. O. Box 5042		One Turnpike Plaza
Woodbridge, NJ 07095		Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written addendum issued by the Authority (the "Addendum").

**Proposers mailing Proposals should allow for normal mail delivery time to ensure timely receipt of their RFP Responses. Please be advised that using overnight /next-day delivery service does not guarantee overnight/next-day deliveries to our location.**

### D. The Proposals

It is anticipated that the Proposal will provide a concise and precise delineation of the Proposer's ability to meet all of the requirements of the Authority as provided for in this RFP.

**E. Proposer vs. Broker and Consultant**

The terms “Proposer”, “Broker” and “Consultant” are used frequently, and may be used interchangeably; however, “Proposer” is intended to identify the entity submitting a Proposal, while “Broker” and “Consultant” is the entity to whom the Services Agreement is awarded (also referred to as the Successful Proposer.)

**F. Signatures**

Proposals must be signed by an officer authorized to make a binding commitment for the Proposer.

**G. Incurring Costs**

The Authority shall not be liable for any costs incurred by any Proposer in the preparation of its Proposal.

**H. Addendum to RFP**

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if the Authority determines that additional information is necessary to enable Proposers to adequately interpret the provisions of this RFP, the Authority will issue an Addendum to this RFP. Upon issuance, each such Addendum shall be deemed to be a part of this RFP.

**I. Acceptance of Proposals**

This RFP does not commit the Authority to make an award. The contents of the Proposal shall become a contractual obligation, if, in fact, a Proposal is accepted and a Services Agreement is entered into with the Authority. The Authority may award a Services Agreement solely on the basis of the Proposal submitted without any negotiations. The Authority reserves all rights to engage in negotiations as described in Section I if it deems it in its best interests. Failure of a Proposer to adhere to and/or honor any or all of the obligations of its Proposal may result in rescission of any award of the Services Agreement by the Authority.

**J. Rejection of Proposals**

The Authority reserves the right to reject any and all Proposals. The Authority shall not be obligated at any time to make an award to any Proposer.

**K. Final Agreement**

Any Services Agreement entered into with a Successful Proposer shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Services Agreement, not otherwise set forth in this RFP, are hereby incorporated into this RFP. It is understood that any Services Agreement that may be awarded will be on the basis of a professional agreement for services within the intent of the statutes and laws of the State of New Jersey, including, without limitations *N.J.S.A. 27:23-6.1*.

**L. Dissemination of Information**

Information included in this document or in any way associated with this RFP is intended for use only by the Proposer and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

**M. Public Records**

Any Proposal received from a Proposer in response to this RFP constitutes a public document that will be made available to the public upon request pursuant to New Jersey’s Open Public Records Act, *N.J.S.A. 47:1A-1 et seq.* A Proposer may request the Authority’s General Counsel to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with such act.

**N. News Releases**

No news releases pertaining to this RFP or any project to which it may relate shall be made without the Authority’s approval.

**O. Affirmative Action**

The Proposer must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap.

In addition, the Proposer must complete the appropriate forms. The following are included in Section VI:

- Exhibit A – Mandatory Equal Employment Opportunity Language
- Exhibit B – Affirmative Action Information Sheet

However, if a Proposer maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the State of New Jersey Affirmative Action Employee Information Report (“Form AA-302”). The appropriate form must be completed and submitted to the Authority by the Successful Proposer immediately after being notified of award of the Agreement.

**P. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”) as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:13-1.1, et seq.*).

To the extent the Proposer engages subcontractors or sub-consultants to perform any of the Services for the Authority pursuant to the Services Agreement, the Proposer must demonstrate to the Authority’s satisfaction that a good faith effort will be made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3*, a “good faith effort” is described as follows:

1. Proposers shall attempt to locate qualified potential small business subcontractors;
2. Proposers must obtain a listing of small businesses from the Treasury website if none are known to the Proposer;
3. Each Proposer shall keep a record of its efforts, including the names of businesses contacted and the means and results of such contacts;
4. Proposers shall provide all potential subcontractors with detailed information regarding the specifications; and
5. Proposers shall attempt, wherever possible, to negotiate prices with potential subcontractors submitting higher than acceptable price quotes.

Furthermore, the Proposer shall submit proof of its subcontractors' and/or sub-consultants' SBE registrations on the form attached as Exhibit K, if applicable, and shall complete such other forms as may be required by the Authority for reporting to the State of New Jersey as to SBE participation.

**Q. Division of Revenue Registration**

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Successful Proposer is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. **The Services Agreement shall not be entered into by the Authority unless the Proposer first provides proof of valid business registration.** In addition, the Successful Proposer is required to receive from any sub-consultant it uses for goods and services under the Services Agreement, proof of valid business registration with the Division of Revenue and provide to the Authority proof thereof. The Authority shall not enter into a Services Agreement unless the sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's and any sub-consultants' Certificate of Registration with the Proposal submission. (Exhibit J).

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

**R. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117**

The Successful Proposer will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's PMM Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will prepare a Service Agreement for execution. (Appendix 2)

**S. Affidavit of Moral Integrity**

Together with the Proposal, the Proposer must submit an Affidavit of Moral Integrity on the form attached hereto for review by the Authority's General Counsel. (Exhibit C)

## **T. Code of Ethical Standards**

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics (“Code”), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf>. By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State (“State”) Ethics Commission.

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate as stated above.

**U. Tolls**

It is the policy of the Authority not to offer toll free passage on its roadways for its contractors, providers or vendors. See *N.J.S.A. 27:23-25* and *N.J.A.C. 19:9-1.19*.

**V. Proposals Become Property of the Authority**

All Proposals shall become the property of the Authority upon receipt and will not be returned.

**W. Right To Audit Clause**

The Successful Proposer shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the Authority with regard to this RFP. The Authority, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Proposer for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Authority and the Successful Proposer with regard to the RFP.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy *N.J.S.C. 17:44-2.2*, relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Successful Proposer shall maintain all documentation related to products, transactions or services under this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

**X. Ownership Disclosure Form**

Each Proposer shall return to the Authority with its Proposal a completed, Ownership Disclosure Form set forth as Exhibit D. Failure to include the completed and signed form may be grounds for rejection of a Proposer's Proposal.

**Y. Vendor Disclosure Form N.J.S.A. 52:34-13.2**

Pursuant to *N.J.S.A. 52:34-13.2*, every contract entered into by the Authority primarily for the performance of services shall specify that all services performed under the contract or performed under any subcontract awarded under the contract shall be performed within the United States. The statute requires all Proposers to disclose the origin and location of the performance of their services, including any subcontracted services that are the subject matter of the contract. Each Proposer shall return to the Authority with its Proposal as completed, dated and certified Vendor Disclosure Form set forth as Exhibit E.

**Z. Notice to All Proposers of Set-Off for State Tax**

Each Proposer shall return to the Authority with its Proposal a signed and dated “Notice of Set-Off for State Tax” set forth as Exhibit G which advises Proposers of the State of New Jersey’s right to set-off any tax indebtedness from payments made under agreements with the Authority.

**AA. Affidavit of Non-Collusion**

Each Proposer shall return to the Authority with its Proposal a completed, dated, signed and witnessed Affidavit of Non-Collusion set forth as Exhibit I. Failure to include the completed and signed form may be grounds for rejection of a Proposer’s Proposal.

**BB. Disclosure of Investment in Iran**

Pursuant to *N.J.S.A. 52:32-58*, the Proposer must certify that neither the Proposer, nor one of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32-56(e)(3)*), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32-56(f)*. If the Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities. Each Proposer shall return to the Authority with its Proposal the completed dated form entitled “Disclosure of Investment Activities in Iran” as set forth in Exhibit F. Failure to include the completed and signed form may be grounds for rejection of Proposer’s Proposal.

**CC. Liabilities to the Authority**

In the event of any liabilities and debts of the Proposer to the Authority, whether or not related to the Services are unpaid past their due date at the time the Proposal was submitted, a Proposer’s Proposal will be rejected.

**DD. Proposal Schedule**

Closing Date for Submission of Inquiries (4:30 PM, E.T.)	October 15, 2018
Closing Date of Receipt of Proposals (4:30 PM, E.T.)	October 24, 2018
Oral Presentation [Tentative]	Week of November 12, 2018
Tentative Commission Approval	December 18, 2018

**End of Section II**

### SECTION III -- SCOPE OF SERVICES

#### A. **Organization and Function of the New Jersey Turnpike Authority**

The Authority owns and operates the New Jersey Turnpike, the Garden State Parkway and owns the PNC Bank Arts Center. It was created by the New Jersey Turnpike Authority Act of 1948, as amended and supplemented *N.J.S.A. 27:23-1 et seq.* (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor. On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority, which owned and operated the Garden State Parkway and owns the PNC Bank Arts Center. The Authority Board of Commissioners consists of eight members: five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Authority.

#### B. **General Scope**

##### Real Estate Activities by the Authority

The Authority owns thousands of acres of real property throughout the State of New Jersey, most of which is contained within the New Jersey Turnpike and Garden State Parkway rights of way (ROWs). However, certain of the real property owned by the Authority has been determined to be Surplus Property as it is surplus to the needs of the Authority. It is the Authority’s intent to sell or otherwise dispose of this Surplus Property in the manner most beneficial to the Authority, in accordance with the Authority’s regulations for the Sale of Surplus Property Policy (*N.J.A.C. 19:9-2.6*) (the “Regulations”), a copy of which is attached hereto as Appendix 3. Under the Regulations, if no bids are received for a property after it is publicly advertised for sale, the property may be listed with a broker for sale on behalf of the Authority with the understanding that approval of the sale by the Authority must be obtained prior to closing.

#### C. **Detailed Scope**

##### 1. Geographic Zones for the Provision of Brokerage Services

The Authority has divided its Surplus Properties into various geographic zones throughout the State of New Jersey. The Surplus Properties zoned for residential use are divided into six (6) zones (“Residential Zones”) as listed below:

- Residential Zone A: Bergen, Passaic and Hudson Counties
- Residential Zone B: Essex and Union Counties

- Residential Zone C: Mercer and Middlesex Counties
- Residential Zone D: Monmouth and Ocean Counties
- Residential Zone E: Burlington, Atlantic and Cape May Counties
- Residential Zone F: Camden, Gloucester and Salem Counties

The Surplus Properties zoned for non-residential (e.g., commercial/industrial) use are divided into three zones (“Commercial Zones”) as listed below:

- Commercial Zone 1: Northern New Jersey (Bergen, Hudson, Passaic, Essex, and Union Counties)
- Commercial Zone 2: Central New Jersey (Middlesex, Mercer, Monmouth and Ocean Counties)
- Commercial Zone 3: Southern New Jersey (Burlington, Camden, Gloucester, Salem, Atlantic and Cape May Counties)

**The Authority is seeking one (1) or more Brokers to provide real estate brokerage services for each of the Residential and Commercial Zones.** Brokers may submit a proposal for more than one Zone; however, the award of contracts for each of the Zones is within the sole discretion of the Authority. If no responsive proposals are received for a particular Residential or Commercial Zone, the Authority reserves the right to assign individual Surplus Property listings to a Successful Broker in a different Zone, if the Authority determines that it is in its best interests to do so. In the case of Surplus Properties zoned for mixed uses, the Authority shall determine in its sole discretion whether the property should be listed with a Successful Broker in either of the applicable Residential or Commercial Zones.

## 2. Term

The term of the Agreement will be for two (2) years, with two one-year options to extend at the Authority’s sole discretion.

Individual Surplus Properties will be listed on an exclusive basis with a single Broker for a period of at least six months. If no contract to sell the Property is signed within such time, the Authority may, in its sole discretion, continue to list the Property with such Broker or transfer the listing to another Broker.

At the Authority’s sole option, Brokers may be permitted to retain listings of individual Surplus Properties beyond the term of the Agreement if the Authority determines that such would be in the best interests of the Authority.

## 3. Available Property Listings

Currently, the Authority has several Surplus Properties which, under the Regulations, may be listed with a real estate broker as the Properties have been offered for sale at public bid, and no bids have been received. A complete list of the currently available Surplus Properties is attached

hereto as Appendix 4. As the Authority regularly reviews its right of way for potential property to be certified as Surplus Property, the Authority anticipates additional Surplus Properties to be listed with Successful Broker(s) in the applicable Zones throughout the term of the Agreement.

#### 4. Duties of the Successful Brokers

The Successful Broker shall perform the following services for the Authority:

- a. Develop and implement marketing strategies for the sale of the Surplus Properties to yield the highest financial benefits for the Authority. This shall include, at a minimum, the listing of the Surplus Properties on applicable listing services for commercial and/or residential properties, including the Multiple Listing Service (“MLS”) and commonly used real estate listing websites.
- b. Provide a monthly report to the assigned Authority staff contact about current/new marketing efforts, contacts, leads and other developments.
- c. Maintain timely telephone and email contact with Authority staff and prospective purchasers of Surplus Property.
- d. Negotiate with potential purchasers of Surplus Property on behalf of, and as directed by, the Authority. This includes analyzing and evaluating any offers presented and advising the Authority with respect to same, and preparing and presenting any counter-offers or addenda as directed by the Authority.
- e. Coordinate with the Authority’s staff and outside consultants, including the Authority’s Real Estate Consultant and outside counsel, as necessary to provide the required services. This includes any activities deemed necessary by the Authority or its consultants to close the real estate transactions.
- f. Handle all other activities and services customarily provided by real estate brokers in the State of New Jersey, as requested by the Authority.
- g. Comply at all times with all applicable laws and regulations in the performance of services as set forth herein.

#### 5. Compensation

Compensation for the services shall be solely through a set real estate brokerage commission (the “Commission”) paid through escrow at the close of sale of each individual Surplus Property. The proposal must indicate the Broker’s compensation requirement for the Services in terms of a requested Commission for the sale of each Surplus Property listed with that Broker. By submitting the Proposal, the Broker acknowledges and agrees that the Commission is the only compensation, direct or indirect, that the Broker will receive under the Service Agreement. Payment of the Commission is subject to the following terms:

- a. The Authority will not be responsible for any portion of the Commission to be shared by a Successful Broker with a buyer's real estate broker. The Authority will not compensate a buyer's broker and in no event will the Authority pay more commission for the sale of an individual Surplus Property than the agreed-upon Commission due to the Successful Broker for such sale. The Successful Broker is solely responsible for any and all payments of any commission to any buyer's broker.
- b. If the sale of any individual Surplus Property does not close escrow for whatever reason, the Successful Broker will not be entitled to any compensation for any services related to that Property. The Authority shall not incur any responsibility for expenses or services rendered by any Successful Broker in the performance of the Service Agreement. The Successful Broker(s) shall bear all costs for preparing the Proposal, attending meetings, participating in conference calls, marketing the Surplus Property, soliciting buyers, showing the Property to prospective buyers, conducting open houses, and all other all professional, administrative and clerical services and all out-of-pocket expenses incurred in connection with the completion of the Services required herein.

6. Minimum Qualifications

Proposals will be accepted only from those Brokers who meet the following, minimum requirements:

- a. Brokers must be licensed by the State of New Jersey as a real estate broker, and such license must remain valid throughout the term of the Agreement.
- b. Brokers must have a minimum of five (5) years' experience in providing real estate brokerage services of the type and in the geographic location of the Zone(s) for which a proposal is made. For example, a Broker who seeks to perform services in Residential Zone D must have a minimum of five (5) years' experience in providing residential real estate brokerage services in Monmouth and/or Ocean County. A Broker who seeks to perform services in Commercial Zone 1 must have a minimum of five (5) years' experience in providing commercial real estate brokerage services in at least one of the counties in that Zone.
- c. Brokers must not have any disqualifying conflicts of interest that may affect or involve the provision of Services to the Authority, including but not limited to conflicts with real estate consultants or law firms providing services to the State or the Authority and State employees or Authority employees.

**End of Section III**

## **SECTION IV – RFP RESPONSE, EVALUATION FACTORS AND CRITERIA**

### **A. General**

1. A Proposal is requested from the Proposer. The Proposal will detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information.
2. All portions of this RFP and the Proposal are considered to be part of the Services Agreement to be entered into between the Authority and the Successful Proposer and will be incorporated by reference.

### **B. Proposals**

The Scope of Services (Section III) is intended to outline the Authority's needs. The Proposal should thoroughly define the Proposer's proposed scope and approach to the Services.

#### **Required Components of the Proposal:**

1. Provide an executive summary of not more than one page identifying and sustaining the basis of your contention that you are the best qualified firm to provide the requested services to the Authority.
2. Provide the name, title, business address, e-mail address, telephone number and fax number of the individual the Authority should contact regarding your Proposal.
3. Provide a brief description of your firm, its ownership structure and its state/country of incorporation or formation. Describe your firm's physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in your firm. Please indicate the percentage of your firm that is owned by women and minorities.
4. Set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the Services. Each individual's background and resumes should be included, as well as their anticipated respective functions and responsibilities. Sufficient responsible and professional personnel, with complete and capable supporting staff, must be provided to perform the Services.
5. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of Services to the Authority, including but not limited to conflicts with financial advisors, law firms providing services to the State or the Authority and State employees or Authority employees.

6. Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or the owners, principals or employees thereof during the period beginning January 1, 2015 to date. Describe the nature and status of the matter and the resolution, if any.
7. All the documents listed in the (Check List in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFP.
8. The Proposer shall be required to submit a minimum of three (3) relevant references. Proposer references shall pertain to the nature of work performed, duration of the projects, relationship between the firm and the Proposer and other considerations regarding the ability and responsibility of the Proposers that the Authority deems appropriate. Include references that demonstrate ability and qualifications to conduct governmental audits.
9. Proposers shall provide copies of audited financial statements or federal income tax returns for their firm for the past three years. Also, Proposers are encouraged to provide current independent financial ratings from New Jersey state and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's), if applicable.

**C. Fee Proposal**

1. State the proposed Commission rate for selling the Authority's Surplus Property as a percentage of the actual sale price.
2. If the proposed percentage Commission rate is different depending on the type of property sold (e.g., residential property, commercial property, vacant land, improved property), the location of the property, or the time in which the property sells (e.g., a higher rate if the property sells within a set time), so state and give specific proposed Commissions for any listed variable.

The Fees shall include all professional, administrative and clerical services and all out-of-pocket expenses including but not limited to, photo copying, fax, email and computer usage incurred in connection with the completion of the Services required here. Travel time or costs are not reimbursable. Regardless of the rate(s) proposed, the Authority will not compensate the Proposer for any administrative or clerical staff time, or for travel time.

**D. Evaluation Factors and Criteria**

The Proposal will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Proposer will be based upon the Proposal. Proposers will be awarded a maximum of 100 points based upon the following factors:

	<u>Points</u>
1. Approach to the Services:	35

Evaluation will include quality and soundness of plan, general comprehension of the requirements to provide the specified services and general competence. Evaluation will also include the Proposer's ability to provide Services as demonstrated by its proposed staffing plan.

2. Experience and Credentials of Broker: 35

Evaluation will include the Proposer's experience providing similar real estate brokerage services in the Zones for which a contract is sought, especially to governmental or other public agencies. Evaluation will also include review of financial records, references, the qualifications and relevant experience of key personnel.

3. Compensation for the Services: 30

Evaluation will include the competitiveness of the Commission proposal, with the lowest percentage receiving the highest score.

**End of Section IV**

## SECTION V: INSURANCE AND INDEMNIFICATION

### A. Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this RFP, the Consultant shall procure and maintain at its own expense, throughout the term of any resulting contract and until acceptance by the Authority of the Services performed under such contract, or for a duration as otherwise provided herein, from an insurance carrier acceptable to the Authority, the following insurance coverages:

1. **Commercial General Liability Insurance.** Consultant shall maintain commercial general liability insurance (CGL) with a primary coverage limit of not less than \$2,000,000 each occurrence. CGL insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. The required policy limit for this insurance can be provided by a combination of primary and excess coverages, provided that primary coverage shall be not less than \$1,000,000 and that the excess coverage shall be at least as broad as the primary policy. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Consultant shall maintain such insurance for a period of not less than three (3) years following the termination of this Contract.
2. **Commercial Automobile Liability Insurance** Consultant shall maintain commercial automobile liability insurance covering all vehicles owned or used by Consultant with a primary coverage limit of not less than \$1,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall apply as primary insurance and not

contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

Should the Services to be provided pursuant to this RFP require the Consultant or any subcontractors, to transport any hazardous materials, hazardous substances, hazardous wastes and contaminated soils, the Consultant shall provide the Authority with evidence of levels of financial responsibility as required by the Motor Carrier Act of 1980 and 49 C.F.R., Part 387. The Consultant and/or subcontractor, as the case may be, shall provide the Authority with an Endorsement for Motor Carrier Policies of Insurance for Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (Form MCS-90) issued by the insurer.

3. **Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.
4. **Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$1,000,000 each occurrence. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. **Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; and (6) access

to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$1,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

## **B. Additional Requirements**

1. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
2. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.
3. Any other insurance carried by Consultant or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.
4. Any other insurance carried by Consultant or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
  - a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance, or professional liability insurance.
  - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.

- c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
  - d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
  - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFP, Consultant shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor's name were substituted for any reference to Consultant. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Consultant's policies as an additional insured.
7. It is agreed and understood by the parties that the obligation of the Consultant to obtain and maintain insurance policies required in accordance with this RFP is an essential term of the RFP and that the Authority relies on the Consultant to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this RFP, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this RFP regarding the provision of insurance coverage by the Consultant.
8. The Consultant shall ensure that the activities to be performed under this RFP do not violate the terms and conditions of any insurance policy which is or may be provided by the Consultant hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.
9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Due to future changes in economic, financial, risk and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.
10. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE

AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.

11. Terms and Deductibles. The Consultant shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

**End of Section V**

**SECTION VI: CHECKLIST AND EXHIBITS**

**CHECKLIST OF ITEMS**

**THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR PROPOSAL ALONG WITH THIS CHECKLIST ITSELF:**

**CHECK OFF AS READ, SIGNED & SUBMITTED**

	<b>CHECK LIST</b>	
<b>A.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
<b>B.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
<b>D.</b>	<b>OWNERSHIP DISCLOSURE FORM</b>	
<b>E.</b>	<b>VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
<b>F.</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>	
<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	
<b>K.</b>	<b>SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION</b>	
<b>M.</b>	<b>INSURANCE (see Section V of RFP) for Insurance Requirements for the Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.</b>	
<b>N.</b>	<b>FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)</b>	

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name – please print or type)

\_\_\_\_\_  
(Telephone Number/Fax Number)

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

*N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27*

**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICES AGREEMENTS**

During the performance of the Services Agreement, the Contractor agrees as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- B. The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex.
- C. The contractor or subcontractor will send to each labor union, of with which it has a collective bargaining agreement, a notice to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor or subcontractor where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.
- E. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with *N.J.A.C. 17:27-5.2*.
- F. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- G. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms to the principles of job-related testing, as established by the statutes

and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and Services Agreement, one of the following three documents:
  - i. Letter of Federal Affirmative Action Plan Approval
  - ii. Certificate of Employee Information Report
  - iii. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division’s website at [https://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](https://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf))

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

The parties to the Services Agreement do hereby agree that the provision of *N.J.S.A. 10:5-31 et seq.* dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of the Services Agreement and are binding upon them.

Submitted by:

**Firm Name:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B**

**AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED SERVICES AGREEMENT PROPOSERS ARE REQUIRED TO SUBMIT ONE OF THE FOLLOWING FORMS RELATING TO COMPLIANCE WITH AFFIRMATIVE ACTION REGULATIONS. PLEASE COMPLETE AND RETURN THIS FORM WITH THE PROPOSAL.

1. The Proposer has submitted a Federal Affirmative Action Plan Approval which consists of a valid letter from the Office of Federal Contract Compliance Programs (Good for one year of the date of letter).

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Letter of Approval is to be submitted with the bid.

(OR)

2. The Proposer has submitted a Certificate of Employee Information Report pursuant to (N.J.A.C. 17.27-1.1) and The State Treasurer has approved said report.

YES \_\_\_\_\_ NO \_\_\_\_\_

If Yes, a photo copy of the Certificate is to be submitted with the bid. (Expiration Date on Certificate)

Certificate of Approval Number \_\_\_\_\_

(OR)

3. If Proposer has already submitted the Employee Information Report form to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful Proposer and have none of the above, please contact the Procurement and Materials Management Department at **(732) 750-5300 ext. 8628** within five (5) days of notification of award for AA-302 Form. This AA-302 Form must be forwarded to the States' Affirmative Action Office with a copy returned to the Authority's Procurement and Materials Management Department.

The signature below certifies that one of the above forms of Affirmative Action evidence has been submitted, and all information contained above is correct to the best of my knowledge.

Signed \_\_\_\_\_ Date Signed \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Proposers Company Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**EXHIBIT C**  
**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

Ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ (Pres., Vice Pres., Owner/Partner) of

\_\_\_\_\_ (Proposer), being first duly sworn, deposes and says:

1. That the Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with the Proposer's proposal.

2. That as of the date of signing this Affidavit, neither Proposer nor any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi-criminal violations, except as follows: **(If none, so state):**

3. Proposer further states that neither the Proposer, nor any of its Principals, Owners, Officers or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, *non vult* or *nolo contendere* to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on the Agreements performed by it, except as follows: **(If none, so state):**

4. That Proposer authorizes any depository or other agency to supply the Authority with any information necessary to verify any statement made in this Affidavit of Moral Integrity.

5. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are as follows: **(if none, so state).**

6. That the undersigned, being authorized to act on behalf of Proposer certifies that I am personally acquainted with the operations of said Proposer, have full knowledge of the factual basis comprising the contents of this Affidavit of Moral Integrity and that the same are true to my knowledge.

7. That this Affidavit of Moral Integrity is made to induce the Authority to accept the Proposer as a qualified provider of goods and/or services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

Sworn and Subscribed to Before Me This

\_\_\_\_ Day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Title

(Corporate Seal)

EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE “YES” OR THE “NO” BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE NEW JERSEY TURNPIKE AUTHORITY ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

**PLEASE NOTE THAT IF THE PROPOSER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

1. Are there any individuals, corporations, partnerships, or limited liability companies owning a **10% or greater** interest in the Proposer? YES  NO

IF THE ANSWER TO QUESTION 1 IS “NO”, PLEASE SIGN AND DATE THE FORM.

IF THE ANSWER TO QUESTION 1 IS “YES”, PLEASE ANSWER QUESTIONS 2 – 4 BELOW.

2. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties individuals? YES  NO

3. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties **corporations, partnerships, or limited liability companies**? YES  NO

4. If your answer to Question 3 is “YES”, are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3? YES  NO

IF **ANY** OF THE ANSWERS TO QUESTIONS 2 - 4 ARE “YES”, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

**PART 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS “YES”.**

If you answered “YES” for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Proposer. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

**INDIVIDUALS**

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

NAME _____	DATE OF BIRTH _____
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____

***Attach Additional Sheets If Necessary.***

**PART 2 continued**  
**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

ENTITY NAME _____
PARTNER NAME _____
ADDRESS 1 _____
ADDRESS 2 _____
CITY _____ STATE _____ ZIP _____

***Attach Additional Sheets If Necessary.***

In the alternative, to comply with the ownership disclosure requirement, a Proposer with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Proposer, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the New Jersey Turnpike Authority is relying on the information contained herein, and that the Proposer is under a continuing obligation from the date of this certification through the completion of any contract(s) with the New Jersey Turnpike Authority to notify the New Jersey Turnpike Authority in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the New Jersey Turnpike Authority, permitting the New Jersey Turnpike Authority to declare any contract(s) resulting from this certification void and unenforceable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
FEIN/SSN

**EXHIBIT E**

**VENDOR DISCLOSURE FORM**

Please be advised that, the New Jersey Turnpike Authority (the “Authority”) has developed this form under the policy and procedures in accordance with *N.J.S.A. 52:34-13.2*. Under this order, the Authority must consider the requirements of New Jersey’s contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all Proposers seeking to enter into the Services Agreement in which services are procured on his behalf must disclose:

- a. The location by country where the services under the Services Agreement will be performed;  
  
and
- b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

**LOCATION BY COUNTRY WHERE SERVICES UNDER THE SERVICES AGREEMENT WILL BE PERFORMED:**

**The Proposer** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**Subcontractor:** \_\_\_\_\_  
(Location by Country)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**I certify that all information is true and correct to the best of my knowledge.**

Proposer: \_\_\_\_\_ Title: \_\_\_\_\_

**EXHIBIT F**

**NEW JERSEY TURNPIKE AUTHORITY**  
**\*\*NEW - DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN\*\***

NAME OF CONTRACTOR /BIDDER: \_\_\_\_\_

**PART 1: CERTIFICATION**

CONTRACTORS/BIDDERS **MUST COMPLETE** PART 1 BY CHECKING **EITHER BOX**.  
***FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE PROPOSAL NON-RESPONSIVE.***

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

**I certify, pursuant to Public Law 2012, c. 25, that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") . I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.****

**OR**

**I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. Failure to provide such will result in the**

proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name \_\_\_\_\_ Relationship to Contractor/Bidder \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Contractor/Bidder Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

---

**CERTIFICATION**  
**MUST BE SIGNED BY BIDDER**

I being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above referenced person or entity. I acknowledge that the New Jersey Turnpike Authority (“Authority”) is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and that the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

FULL NAME (print): \_\_\_\_\_ SIGNATURE \_\_\_\_\_

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



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
OFFICE OF THE DIRECTOR  
33 WEST STATE STREET  
P. O. BOX 039  
TRENTON, NEW JERSEY 08625-0039  
<https://www.njstart.gov>  
Telephone (609) 292-4886 / Facsimile (609) 984-2575

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):**

1.	Amona
2.	Bank Markazi Iran (Central Bank of Iran)
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdream PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petrôleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Som Petrol AS
31.	Zhuhai Zhenrong Company

**List Date: July 31, 2018**

**EXHIBIT G**

**NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contract or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_



**EXHIBIT I**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF               :  
                                  :  
COUNTY OF            :

The undersigned, being duly sworn according to law, deposes and says:

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority (“Authority”), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.
  
2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

Subscribed and sworn to and  
before me this        day  
of                , 20\_\_\_\_.

\_\_\_\_\_

**EXHIBIT J**

**NJ DIVISION OF REVENUE BUSINESS REGISTRATION  
[Attach]**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-9292.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.state.nj.us/treasury/revenue/njbgs/bgsclientreg.shtml>

**EXHIBIT K**

**SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS**

**SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM**

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE), and/or Certified as a Woman Business Enterprise (WBE) or Minority Business Enterprise (MBE) you must send a copy of the Registration/ Certification Form with your Proposal. Please check off the gross receipt category of your business if registered as an SBE

- SBE CATEGORY 1                    \$0- \$500,000                    \_\_\_\_\_
- SBE CATEGORY 2                    \$500,001 thru \$5,000,000                    \_\_\_\_\_
- SBE CATEGORY 3                    \$5,000,001 thru \$12,000,000                    \_\_\_\_\_
- NOT APPLICABLE                    \_\_\_\_\_

SBE Registration # \_\_\_\_\_

Please check below if applicable

Woman Business Enterprise        \_\_\_\_\_    Minority Business Enterprise \_\_\_\_\_

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

**EXHIBIT L**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANT SUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGE OF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
Proposer (Print Name)

\_\_\_\_\_  
Proposer's SBE Liaison officer (if applicable)

\_\_\_\_\_  
Telephone Number

**All Proposers must complete and submit this form with their Proposal (if no subcontracting is involved state so.)**

**EXHIBIT M**

**[Attach Certificate of Insurance or Letter from Broker]**

**EXHIBIT N**

**[Attach Audited Financial Statements or Federal Income Tax Returns for the Past 3 years]**

## **APPENDICES**

- 1. Draft Services Agreement**
- 2. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**
- 3. New Jersey Turnpike Authority Surplus Property Policy**
- 4. Surplus Property**

**APPENDIX 1  
DRAFT SERVICES AGREEMENT**

**AGREEMENT FOR \_\_\_\_\_**

**THIS SERVICES AGREEMENT** (the "Agreement") is dated and effective \_\_\_\_\_, 201\_ by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at One Turnpike Plaza, Woodbridge, New Jersey 07095 (the "Authority"); and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the "Broker").

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a professional firm with adequate staff and experience to provide real estate brokerage services in accordance with a Request for Proposal, dated as of \_\_\_\_\_ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

**WHEREAS**, the Broker is proficient and licensed in real estate brokerage services and has submitted to the Authority a written proposal, dated \_\_\_\_\_; and

**WHEREAS**, the Broker was invited to make an oral presentation to the Authority on \_\_\_\_\_, following which the Broker was further invited to submit a best and final offer ("BAFO"); and

**WHEREAS**, on \_\_\_\_\_, the Broker submitted in writing a BAFO which clarified and expanded upon the statements contained in the aforesaid \_\_\_\_\_ proposal (collectively, with the initial \_\_\_\_\_ proposal dated \_\_\_\_\_, 20\_\_ , the "Proposal", attached hereto as Exhibit B); and

**WHEREAS**, the Authority evaluated the Proposal in accordance with the criteria stated in the RFP and, after comparison with other submitted proposals was deemed to be the most advantageous to the Authority; and

**WHEREAS**, on \_\_\_\_\_ the Authority adopted Agenda Item \_\_\_\_\_ awarding a professional services contract to the Broker; and

**WHEREAS**, the Authority wishes to memorialize and enter into an Agreement with the Broker setting forth the terms and conditions of the parties' rights and obligations with respect to the procurement of the services as hereinafter defined;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. DEFINITIONS.**

“Authority” shall mean the New Jersey Turnpike Authority as established in accordance with *N.J.S.A. 27:23-1, et seq.*, and shall be the members of the Authority acting in accordance with said statute.

“Broker” shall mean \_\_\_\_\_, with its principal offices located at \_\_\_\_\_.

“Completion Consultant” shall mean the Broker that the Authority selects and uses, pursuant to Section 8 of the Agreement, to complete the Services upon termination of the Broker pursuant to Section 7 hereof.

“Director” shall refer to the Authority’s Director of Law or his designee acting on his/her behalf as employees of the Authority with regard to the Agreement.

“Services” shall refer to the real estate brokerage services provided in accordance with the Proposal and the RFP. The RFP and the Proposal are incorporated by reference into the Agreement and attached thereto as Exhibits A and B, respectively.

All other defined terms as used in the Agreement and not defined herein shall have the same meaning as defined and used in the RFP (Exhibit A) or the Proposal (Exhibit B), as the case may be.

**2. COMPENSATION.**

(a) The authorized amount of compensation to be paid to the Broker under the Agreement shall be a [fixed] commission of \_\_\_\_\_ % for \_\_\_\_\_ in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Broker in accordance with Section 11 of the Agreement. The Broker shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than five (5) years after the term of the Agreement.

(b) No increase in the commissions or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Broker acknowledges and agrees to its responsibility to maintain control of all fees and expenses, and further acknowledges and agrees that the total commission of \$\_\_\_\_\_ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of the Agreement.

(c) Any payments made to the Broker by the Authority under the terms of the Agreement shall not be deemed a waiver of the Authority’s right to seek damages for remediation in the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Broker regarding the right to receive payments that may be due, or to become due, from the Authority under the terms of the Agreement, the Authority may withhold the amount of payments pertinent to such conflicting claim or claims, as determined by the Authority, until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

(e) With the award of the Agreement, the Firm will be required to receive its payment(s) electronically and invoices should be emailed to: [invoicefb@njta.com](mailto:invoicefb@njta.com). In order to receive payments via automatic deposit from the Authority, complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The Form must include the ABA number (routing or transit number), bank account number and indicate whether the bank account is a checking or savings account. The Form and instructions are located in the Instruction to Bidders on the Authority's website <http://www.njta.com/doing-business/goods-and-services>. The Firm shall email the completed Form along with the required voided check or bank letter to [achvendor@njta.com](mailto:achvendor@njta.com).

**3. STANDARD OF CARE.** The Director may disapprove any item of Service rendered by the Broker if it is not in accordance with the requirements of the Agreement or the standard of care of the Broker as set forth herein. The Broker represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, the Broker shall perform such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director shall have the right throughout the term of the Agreement to review the Broker's work and request reasonable remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the RFP and the Proposal, and are limited to ensuring that the Broker has provided the Services in accordance with the requirements of the Agreement and this standard of care. All costs incurred by the Broker in performing any corrective Services shall be borne by the Broker.

**4. SERVICES.** The Broker represents itself to be experienced and competent to perform the Services in accordance with the requirements of the Agreement and the Standard of Care set forth in Section 3 herein. The Broker agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25.

**5. TERM.** The Agreement shall be in effect for a period of \_\_\_\_\_year(s) from the effective date of the Agreement. The Agreement also provides the Authority with the

option for \_\_\_\_\_ additional (1) year extension(s) of the Services with the concurrence of the Broker for additional services necessary or incidental to the subject matter of the Agreement. During the term of the Agreement the Authority will have the right to procure additional services at the pricing and in conformity with the Services outlined in the Proposal.

**6. PERSONNEL.** The Broker agrees that the key personnel identified in the Proposal will be those individuals that are assigned to the Services, and that the assignment of such individuals is a material term of the Agreement. The Broker agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the key individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority; provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that are equal to, or greater than, the subject of the replacement.

**7. TERMINATION.** Notwithstanding any other provision in the Agreement, the Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions;

(a) The Authority may terminate the Agreement as follows:

- (i) Immediately upon failure by the Broker to remedy a material breach of its obligations under of the Agreement within five (5) days of the date of written notice from the Authority of such material breach;
- (ii) For convenience, upon thirty (30) days prior written notice by Authority;
- (iii) Immediately, if the Broker shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Broker and the act of bankruptcy alleged is not removed or dismissed within sixty (60) days;
- (iv) Immediately upon the indictment of an owner of Broker.

(b) The Broker may terminate the Agreement as follows:

- (i) Upon sixty (60) days prior written notice to the Authority, upon failure by the Authority to remedy a material breach of the Agreement;
- (ii) Upon reasonable written notice to the Authority, if the Authority fails to fulfill its obligations under the Agreement, including its obligation to pay the fees and charges of the Firm as provided herein, or as permitted or required under any applicable standards of professional conduct or rules of court.

(c) Upon termination of the Agreement by either party and upon receipt by the Firm of payment for all outstanding fees and charges, the files (including electronic files) pertaining to Authority matters, Authority's papers and property will be returned promptly to the Authority upon request.

**8. RIGHTS UPON TERMINATION.** In the event of a termination, pursuant to Section 7 hereof, the total amount paid to the Completion Consultant exceeds the compensation stated in the Agreement, the Broker shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

**9. OBLIGATION FOR TRANSITION.** At such time as the Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Broker will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of the Agreement in order to effect a smooth transition of services. In furtherance of this commitment, the Broker shall, for example, but without limitation, retain and promptly transfer all relevant files (including electronic files) to the appropriate recipient, confer with the Authority, and with any other party at the Authority's instruction.

**10. FORCE MAJEURE.** Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate the Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

**11. RIGHT TO AUDIT.** The Broker shall:

(a) Permit during ordinary business hours for the term of the Agreement and for a period of five (5) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and also any records and books of any company which is owned or controlled by the Broker, or which owns or controls the Broker, if said company performs services similar to those performed by the Broker anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Broker's principal place of business where the Broker's records and books are

maintained, then the Broker shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Broker of any anticipated audit under this Section.

**12. INSURANCE.** The Broker shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE BROKER ARE SPECIFIED HEREIN, THE LIABILITY OF THE BROKER SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

**13. INDEMNIFICATION.** The Broker agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Broker or the Authority), resulting from any act or omission or willful misconduct of the Broker or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Broker fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Broker under and by virtue of the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the Agreement.

**14. EEO/AFFIRMATIVE ACTION.** The Broker agrees that:

1. It does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation;

2. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
3. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

In addition, the Broker agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) State of New Jersey Affirmative Action Employee Information Report ("Form AA-302")

However, if the Broker maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the Form AA-302.

**15. DIVISION OF REVENUE REGISTRATION.** Pursuant to the terms of *N.J.S.A. 52:32-44*, the Broker is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Broker first provides proof of valid business registration. The Broker is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No sub-consultant agreement shall be entered into on account of any

agreement with the Authority unless the sub-consultant first provides proof of valid business registration.

**16. CONFIDENTIALITY.**

(a) Each party agrees that all information and materials shared under the terms of the Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of the Agreement to conduct such other activities as are necessary and proper to carry out the purposes of the Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of the Agreement complies with the terms of the Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of the Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to the Agreement.

(c) In the event information or materials disclosed under the Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, *N.J.S.A. 10:4-6 et seq.*, or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Broker shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Broker considers to be confidential.

**17. NEWS RELEASES.** No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

**18. NOTICES.** Any notices to the Parties pursuant to the terms of the Agreement shall be in writing and addressed to:

As to [Broker]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to New Jersey Turnpike Authority: Director of Law  
New Jersey Turnpike Authority  
P.O. Box 5042

**19. PERSONAL LIABILITY.** In carrying out the provisions of the Agreement, or in exercising any power or authority granted it by its position, the Broker agrees that neither the members of the Authority nor any officer, agent or employee of the Authority shall be personally charged by the Broker with any liability.

**20. APPLICABLE LAWS.** The Broker shall perform the Services in compliance with all applicable Federal, state, and local laws, ordinances, rules, regulations and orders.

**21. GOVERNING LAW.** The terms of the Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to the Agreement shall be brought only in the Superior Court of the State of New Jersey.

**22. INDEPENDENT CONSULTANT.** Neither party shall be considered nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Consultant shall perform the Services as an independent contractor.

**23. ASSIGNMENT.** The Agreement, or any part thereof, shall not be assigned by the Broker, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

**24. FOREIGN CORPORATION.** The Broker agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of the Agreement (*N.J.S.A. 14A:13-3*).

**25. INTEGRATION.** The Agreement, together with Exhibits A and B, constitutes the entire agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among the Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement;
- (b) RFP (Exhibit A)
- (c) Proposal (Exhibit B);

**26. PARTIES BOUND.** The Agreement shall be binding upon the Broker and the Authority, its respective successors and assigns.

**27. SEVERABILITY.** If any provision of the Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of the Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

**28. CODE OF ETHICS.** The Broker is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into the Agreement, the Broker agrees to be subject to the intent and purpose of said code and to the requirements of the State Ethics Commission.

**29. PROFESSIONAL SERVICES AGREEMENT.** The Agreement is an agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

**30. SECTION HEADINGS.** The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of the Agreement.

**31. AMENDMENT.** This Agreement may be amended only by a written document signed by duly authorized representatives of each of the parties hereto.

**32. WAIVER.** Should either of the parties hereto fail to exercise or enforce any provision of this Agreement, or waive any right in respect thereto, such failure or waiver shall not be construed as constituting a waiver or a continuing waiver of its right to enforce any other provision or right.

**33. CONSTRUCTION.** Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context requires otherwise, the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof. “Including”, as used herein, means including without limitation.

**[Signatures on following page]**

**IN WITNESS THEREOF**, the parties have caused their duly authorized representatives to execute the Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

\_\_\_\_\_  
Kim Schurman  
Secretary to the Authority

By: \_\_\_\_\_  
John M. Keller  
Executive Director

[Corporate Seal]

Approved by the Law Department

\_\_\_\_\_  
Robert J. Carroll  
Director of Law

ATTEST:

**NAME OF BROKER**

\_\_\_\_\_  
[Name]  
[Title]  
[Corporate Seal]

By: \_\_\_\_\_  
[Name]  
[Title]

**Services Agreement**

**Exhibit A**

**[RFP]**

**Services Agreement**

**Exhibit B**

[Proposal]

## APPENDIX 2

### State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 (McGreevey) was signed on September 22, 2004 and became effective October 15, 2004. EO134 was applicable to all State agencies, the principal departments of the executive branch, any division, board, bureau, office, commission within or created by a principal executive branch department, and any independent State authority, board, commission, instrumentality or agency. EO134 was superseded by P.L. 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). In September 2008, Executive Order 117 (Corzine) was signed and became effective November 15, 2008. EO117, which applies only prospectively, extends Chapter 51’s political contribution restrictions by expanding the definition of “business entity” to include, for example, more corporate shareholders and sole proprietors. EO117 and Chapter 51 contain restrictions and reporting requirements that will necessitate a thorough review of their provisions by bidders.

Pursuant to the requirements of Chapter 51 and EO117, the terms and conditions set forth in this Appendix are material terms of any contract entered into by the Authority.

#### **DEFINITIONS**

For the purpose of this Appendix, the following shall be defined as follows:

a) “**Contribution**” – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, *N.J.S.A.* 19:44A-1 *et seq.*, and implementing regulations set forth at *N.J.A.C.* 19:25-7 and *N.J.A.C.* 19:25-10.1 *et seq.*, made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.

b) “**Business Entity**” – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation’s stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that

person's spouse, civil union partner or child, residing in the same household, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

### **PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT**

As set forth in Chapter 51 and EO117, the Authority shall not enter into a the Agreement to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.

Further, it shall be a breach of the terms of any contract with the Authority for any Business Entity who has been awarded the contract, during the term of the contract or any extension thereof, to:

- (i) make or solicit a contribution in violation of Chapter 51 or EO117;
- (ii) knowingly conceal or misrepresent a contribution given or received;
- (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State, county or municipal party committee, or legislative leadership committee;
- (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the Business Entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
- (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (vii) engage in any exchange of contributions to circumvent the intent of Chapter 51 or EO117; or
- (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of Chapter 51 or EO117.

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

Prior to the award of any contract or agreement, the Authority shall notify any Business Entity to which it intends to award a contract of the need to submit to the Authority a completed Certification and Disclosure of Political Contributions form, as issued by the State Treasurer. **The intended awardee will receive the applicable form from the Authority's Procurement**

**and Materials Management Department to be completed and returned to the Authority for submission to the State Treasurer.**

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of *N.J.S.A.* 19:44A-3(n) and *N.J.A.C.* 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

Upon approval by the State Treasurer, the Authority will prepare the Services Agreement for execution. However, if the State Treasurer determines that any contribution or action by a Business Entity poses a conflict of interest in the awarding of the contract or agreement at issue, the State Treasurer shall disqualify the Business Entity from award of such contract.

**Once approved by the State Treasurer, a Business Entity’s Political Contributions Certification is valid for a two (2) year period from the date of approval. If, prior to the award of a contract, the State Treasurer confirms to the Authority that the intended awardee has an approved certification that will remain valid for the term of the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.**

Any Business Entity entering into a contract with the Authority is required, on a continuing basis, to report to the Authority any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. Such reports shall be subject to review by the Authority and the State Treasurer. If the State Treasurer determines that any such contribution poses a conflict of interest, such contribution shall be deemed a material breach of the contract or agreement at issue.

**APPENDIX 3  
Surplus Property**

<b>NJTA Parcel ID</b>	<b>Municipality</b>	<b>County</b>	<b>Block</b>	<b>Lot</b>	<b>Address</b>	<b>Size</b>	<b>Zoning</b>	<b>Improvements</b>	<b>Min. Bid Price</b>
183X1	Deptford	Gloucester	156	1	Madison Ave	0.86	R10	None	\$65,000
184X1	Deptford	Gloucester	156	2	Madison Ave	0.68	R10	None	
108X1	Deptford	Gloucester	83	6	Erikson Lane	.054	R10A	None	\$19,000
	Carney's Point	Salem	248	6	Game Creek Road	33.52	AG	None	\$100,000

**APPENDIX 4**  
**New Jersey Turnpike Authority**  
**Surplus Property Regulations**  
**N.J.A.C 19:9-2.6**

(d) When it is determined to be proper and in the best interest of the Authority, the Authority may determine, by public bid procedure, the best price for the purchase of equipment, goods, materials, supplies, and certain services. If that price is lower than the price under the applicable State or Federal contract, the Authority may separately award such contract. If it is determined that the price by public bid procedure is not lower than the price under the applicable State or Federal contract, the Authority may contract with the vendors holding such State or Federal contracts.

Amended by R.1993 d.496, effective October 4, 1993.

See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).

Amended by R.1998 d.492, effective October 5, 1998.

See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).

In (a), inserted "of the State of New Jersey" at the end; and added a new (d).

Special amendment, R.2003 d.407, effective September 23, 2003 (to expire January 9, 2005).

See: 35 N.J.R. 4915(a).

In (a), at the end of the paragraph inserted "In such cases, the purchases shall not be subject to Authority approval."

Amended by R.2005 d.23, effective January 3, 2005.

See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

Amended by R.2010 d.077, effective June 7, 2010.

See: 42 N.J.R. 155(a), 42 N.J.R. 1064(a).

In (a), substituted a comma for "and" following "materials" and inserted "and services" and "or political subdivisions"; in (c), substituted the first occurrence of "shall" for "will"; and in (d), inserted "political subdivisions or" and "or political subdivisions".

Amended by R.2017 d.177, effective September 18, 2017.

See: 49 N.J.R. 1354(a), 49 N.J.R. 3236(b).

Section was "Purchase under or in combination with State or other agency contracts". Rewrote the section.

#### Case Notes

Members of consortium of public agencies in charge of state toll roads and interstate toll connections were not ultra vires in bidding out contract for integrated electronic toll collection system; each agency was authorized to take such action. *Naclitgall v. New Jersey Turnpike Authority*, 302 N.J. Super. 123, 694 A. 1057 (N.J. Super. A.D. 1997).

#### 19:9-2.6 Sale of surplus property

(a) The purpose of this section is to establish and prescribe uniform general rules and procedures for the sale of surplus personal property and real property owned by the Authority at the highest possible price and to provide for the electronic solicitation of bids where doing so is likely to be advantageous to the Authority. No such sale shall be made except in accordance with this section.

(b) Disposition of surplus real property shall be as set forth in this subsection.

1. From time to time, or in response to a request, the Law Department, in consultation with other Authority departments, may undertake a review of real property owned by the Authority in order to make an initial determination whether such real property may no longer be necessary for the operations of the Authority and may, therefore, potentially be classified as surplus real property. In making such a determination, one or more of the following factors may be considered:

- i. The date when, and the circumstances under which, the property ceased to be useful for the purpose for which it was initially acquired by the Authority;
- ii. The present use and the possible prospective use(s);
- iii. Whether the terms of acquisition of the property included any impediments to its sale, such as easements, licenses to cross, or other encumbrances; and
- iv. The property's estimated market value.

2. Upon such an initial determination that real property may be classified as surplus, the General Counsel or his or her designee shall request certifications from the following persons stating that the real property, to the best of their knowledge, may properly be categorized as surplus property and is no longer needed by the Authority and is surplus to its needs: the Authority's Director of Maintenance, the Authority's Director of Operations, the Authority's Chief Engineer, the Authority's General Engineering Consultant, and the Authority's Chief Information Officer. If appropriate, the above persons shall so certify as requested by the Law Department. In the alternative, if the property may not be properly categorized as surplus, the above persons shall so indicate and advise the Law Department that the property shall not be declared surplus.

3. No real property may be sold or otherwise disposed of by the Authority without issuance of all of the certifications set forth in (c)2 above, and a determination by the Authority that the real property is surplus to its needs.

4. An appraisal or administrative determination of value, as deemed appropriate by the General Counsel or his or her designee, shall be obtained by the Authority in order to determine the fair market value of the surplus real property.

5. Surplus real property shall be disposed of only after public advertisement for competitive bids in accordance with (e) below, except for those dispositions set forth in (b)5i through vii below, which shall be exempt from the public bidding requirement:

- i. Disposition to a public or governmental entity, including, but not limited to, any political subdivision, agency, department, commission, board, authority, or body corporate and politic of the State of New Jersey, any county or municipality of the State of New Jersey, any public entity or authority of the United States or any department or agency thereof, or any public utility, as defined by N.J.S.A. 48:2-13a;
- ii. Disposition of surplus real property, or any interest therein, having a fair market value of \$50,000 or less;
- iii. Disposition to a not-for-profit entity organized under Title 15A of the New Jersey Statutes that will maintain the surplus real property solely for public purposes;

iv. Disposition of surplus real property that, at the discretion of the Authority, has been determined to be landlocked (that is, lacking access to a public road), undersized (and, therefore, not developable pursuant to applicable laws or ordinances), or severely impaired;

v. Disposition to an adjacent property owner, provided that the surplus real property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon, except that when there is more than one interested owner of real property contiguous thereto, the surplus real property shall be sold to the highest bidder from among such owners, with the requirement that the highest bidder is required to purchase the entire surplus parcel;

vi. Disposition to effect a swap of the surplus real property for other property that the Authority wishes to acquire in furtherance of a highway project; or

vii. When the Executive Director determines that the character or condition of the real property or unusual circumstances make it impractical to advertise publicly for competitive bids.

6. Prior to disposition of surplus real property that does not fall under one of the exceptions set forth in (c)5i through vii above, the Authority shall contact the appropriate public and governmental entities, as set forth in (c)5i above, that may have a reasonable interest in the surplus real property to inquire whether such entities wish to purchase such property. The Authority shall allow such entities a reasonable time, not less than 14 days, to respond before publicly advertising the real property for bids. If more than one public or governmental entity makes an offer to purchase the surplus real property, the Authority shall accept the offer that best serves the interest of the Authority and the public interest.

7. If, after advertising and public bidding of surplus real property in accordance with (e) below, bid prices for surplus real property are not deemed reasonable or acceptable to the Authority or no bids are received, the Authority may negotiate the sale of such surplus real property with any interested purchaser, or may list the surplus real property for sale with a real estate broker, with the understanding that approval of the sale by the Authority must be obtained prior to closing.

(c) Disposition of surplus personal property shall be as set forth in this subsection.

1. In response to a request from a department or through periodic reviews of personal property undertaken by the Procurement and Materials Management Department, in consultation with other Authority departments, certain personal property may no longer be necessary for the operations of the Authority and, therefore, will be classified as surplus personal property.

2. No personal property may be sold or otherwise disposed of by the Authority without a determination by the Executive Director, as recommended by the Director of Procurement and Materials Management, that such personal property is surplus to the Authority's needs.

3. All sales of surplus personal property where the aggregate anticipated proceeds exceed \$2,500 shall be made only after public advertisement for competitive bids in accordance with the procedures set forth in (e) below, unless one of the following circumstances is met:

i. The surplus personal property is sold with the assistance of the State of New Jersey, Department of the Treasury, using the procedures set forth for the disposal of surplus personal property owned by the State of New Jersey;

ii. The surplus personal property is sold using a website that, in the determination of the Director of Procurement and Materials Management, will allow the Authority to reach the widest audience and obtain the most favorable price for the surplus personal property; or

iii. The Authority specifically provides by resolution that the requirement of public advertising be waived as to a particular transaction.

4. If, after advertising and public bidding of the surplus personal property, or if, after an attempt at sale of the surplus personal property under (d)3 below, bid prices are not deemed reasonable or acceptable to the Authority or no bids are received, the surplus personal property may be traded in, scrapped, or sold to any interested purchaser, including sale through an agent or liquidator who specializes in such sales, or may be donated by the Authority to a not-for-profit, public, or governmental entity.

(d) Public bid procedures for sales of surplus real property and surplus personal property shall be as follows:

1. Advertisements for competitive bids shall be placed in an appropriate newspaper(s) or journal(s) having a large circulation in the State, posted on the Authority's website, the State of New Jersey's website, and/or by any other means reasonably approved by the Authority or required by applicable law. Such advertisements shall be published in sufficient time to allow inspection of the property being sold prior to the date upon which the bids are to be received and opened.

2. All advertisements must contain:

i. A brief description of the surplus real or personal property to be sold;

ii. Notice of the place or electronic location where quotation forms, terms, and conditions may be obtained together with a provision that the Executive Director may reject any or all bids;

iii. The place, date, and time when the bids shall be publicly opened; and

iv. A minimum bid price.

3. In addition to advertising, when required, bids may be solicited in writing from known interested parties by e-mail, regular mail, or by any other means. Such solicitations shall provide prospective bidders with at least the same information contained in the public advertisement.

4. In the event that amendment of any pertinent information supplied prospective bidders becomes necessary, a written addendum shall be publicized on the Authority's website at least five days prior to the public opening of the bids.

5. In the case of surplus real property offered for bid, a prospective bidder shall be responsible for conducting its own due diligence to determine the condition of the property. The Authority shall make available any back title reports in its possession with respect to the property at the time, place, and location set forth in the bid advertisement, but without any representation by the Authority as to their accuracy or completeness, it being understood that the surplus real property is being sold "as is, where is, and with all faults," without any representation, warranty, or assurances of any kind.

6. In the case of surplus personal property, prospective bidders may be invited to inspect all items available for sale at a designated Authority site(s).

7. All bids shall:

i. Be properly submitted on the Request for Bid Form; paper bids shall be properly signed and executed, and electronic bids shall be certified; and

ii. Be submitted on or before the time fixed for the public opening in accordance with the bid specifications.

8. Any bids received after the bidding has been closed shall not be opened.

9. The Director of Procurement and Materials Management or his or her designee shall open and publicly read the bids.

10. The Director of Procurement and Materials Management may, at any time prior to the scheduled public opening, postpone the receipt and opening of bids. Appropriate and timely notice of such postponements shall be given to all prospective bidders, if possible.

11. The Bid Summary Form shall record all bids timely received whether complying with all formalities or not; due note shall be made on the bid summary form with respect to any bid which did not comply with formalities.

12. Bids shall be accompanied by a deposit equaling 10 percent of the total submitted price. Such bid deposit shall be submitted in the form of a cashier's check or executed

money order payable to the "New Jersey Turnpike Authority." Failure to comply with this provision shall result in rejection of the bid. Bids of less than \$100.00 shall require no bid deposit.

13. Bidders for surplus real property shall submit with their bids an executed contract in the form approved by the Authority offering to purchase the surplus real property for the bid price pursuant to the terms set forth in the contract.

14. All bid deposits of unsuccessful bidders shall be returned promptly. The deposits furnished by successful bidders shall be retained and applied toward payment of the total bid price.

15. Any correction of an entry made on the Request for Bid Form or Quotation Form is to be initialed by the party signing the bid.

16. Bidders may withdraw bids, or withdraw and resubmit bids, at any time prior to the scheduled time of the public opening. A duly authorized representative of the bidding firm must sign for the withdrawal of bids submitted as paper bids. Paper bids so withdrawn shall be returned to the bidders unopened. Electronic bids may be withdrawn pursuant to the electronic bidding procedures set forth by the Authority. Any bid that is received by the Authority at the date and time established for bid opening will be deemed to have been submitted intentionally.

17. With respect to bids submitted, the Authority retains the right to reject any or all bids and to waive informalities and minor irregularities.

(e) The following general terms and conditions apply to the sale of surplus real property and surplus personal property:

1. The sale of surplus personal property to the highest acceptable bidder shall not be confirmed without the prior written approval of the Executive Director or his or her designee. The sale of surplus real property to the highest acceptable bidder shall not be confirmed without the approval of the Board.

2. When in the best interest of the Authority, one or more items of surplus personal property or parcels of surplus real property may be withdrawn from the offer to sell. Such action is to be accomplished by memorandum of the Director of Procurement and Materials Management and approved by the Executive Director.

3. Pursuant to N.J.S.A. 52:13D-19, no Authority officer or employee, either himself or herself, or by his or her partners or through any corporation which he or she controls or in which he or she owns or controls more than one percent of the stock, or by any other person for the officer or employee's use or benefit or on the officer or employee's account, may bid on or otherwise purchase any surplus real property or surplus personal property of the Authority

without prior written approval of the State Ethics Commission.

4. For surplus personal property, the balance of the bid price is due within 15 calendar days after the bidder's receipt of notice of the award. If such balance is in the amount of \$100.00 or more, payment shall be made by cashier's check, executed money order, or such other lawful method of payment as may be approved by the Director of Procurement and Materials Management. Failure to pay such balance or to pick up the awarded property within the 15-day period shall entitle the Authority to retain the bid deposit as liquidated damages and not as a penalty, as the amount of damages to the Authority resulting from such breach would be difficult, if not impossible, to determine and retention of the deposit would be justified. Under such circumstances, with the approval of the Executive Director, or his or her designee, the Director of Procurement and Materials Management may sell the property to the next highest bidder, or otherwise dispose of the property in accordance with this section. This action is to be accomplished by a memorandum of the Director of Procurement and Materials Management, approved by the Executive Director or his or her designee, with copies to the Law and Finance Departments.

5. For surplus real property, the balance of the bid price shall be paid by the successful bidder by cashier's check, executed money order, or such other method of payment as may be approved by the Executive Director or his or her designee within the time set forth in the contract. Installment sales are not permitted. Title to the surplus real property shall be transferred to the purchaser when full and final payment of the approved bid price is made, or as otherwise agreed in writing between the purchaser and the Authority. The contract of sale shall require that the purchaser's failure to pay the balance of the purchase price as specified by the Authority or failure to take title or abide by any other term or condition of the contract shall result in a cancellation of the sale and a forfeiture of the bid deposit to the Authority, as liquidated damages and not as a penalty, as the amount of damages to the Authority resulting from such breach would be difficult, if not impossible, to determine and retention of the deposit would be justified. Upon such cancellation, the Authority may accept the bid of the next highest qualified bidder or, if none exists, otherwise dispose of the surplus real property in accordance with this section.

6. Unless specifically stated otherwise in the solicitation, the property upon which bids are invited is for sale only "as is, where is, and with all faults" and the Authority makes no representation, express or implied, as to the condition of said property. The surplus personal property items sold are to be removed at the buyer's expense.

7. Where there is a reserve or other minimum price for an item or items offered for sale below which bids will not be accepted by the Authority, all prospective bidders shall

be so advised by proper notation on the related quotation form.

8. Qualified bids, or any portion thereof, may be summarily rejected in writing by the Director of Procurement and Materials Management to the Executive Director, with copies thereof directed to the Law and Finance Departments, where such qualification adversely affects the Authority's best interest.

9. The procedure for handling tie bids shall be the same as that set forth at N.J.A.C. 19:9-2.2 except that all determinations shall be made on the basis of the highest responsive bid price.

Amended by R.1993 d.496, effective October 4, 1993.  
See: 25 N.J.R. 2839(b), 25 N.J.R. 4605(a).  
Amended by R.1998 d.492, effective October 5, 1998.  
See: 30 N.J.R. 2835(a), 30 N.J.R. 3661(a).  
Repeal and New Rule, R.2005 d.23, effective January 3, 2005.  
See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a).

Section was "Sale of surplus personal property".  
Amended by R.2010 d.077, effective June 7, 2010.  
See: 42 N.J.R. 155(a), 42 N.J.R. 1064(a).

Rewrote the section.  
Amended by R.2017 d.177, effective September 18, 2017.  
See: 49 N.J.R. 1354(a), 49 N.J.R. 3236(b).

Section was "Sale of surplus personal property". Rewrote the section.

#### 19:9-2.7 Procedure for prequalification and award of construction contracts

(a) All prospective bidders for construction in excess of \$50,000 shall be prequalified annually into classifications by the Chief Engineer. Prospective bidders will be classified according to the type of work and the amount of work on which they are entitled to bid as set out in the schedule of classifications set forth at Appendix A to this chapter, incorporated herein by reference. Proposals submitted by prequalified bidders who have received classification ratings as set forth in Appendix A within 10 percent of the total price of the proposal will be considered for award by the Authority. The Chief Engineer may, from time to time, add additional specialized work categories to the schedule of classifications.

(b) In order to prequalify in classification, prospective bidders shall submit annually or at least 21 calendar days prior to bid opening of a specific contract, proof of the following:

1. As to type of work, recent satisfactory experience as a contractor on a contract involving substantially the same or similar work to the classification being sought;

2. As to amount of work, satisfactory experience within the past three years as a contractor either on a single contract performed in a single year, or several contracts performed in a single year, having the following minimum amounts of contract work for such single year, for the specified classification ratings listed below:

i. \$90,000 worth of contract work in a year for a classification rating up to \$150,000 maximum;