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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
MANAGEMENT SERVICES AT  
INTERCHANGE 8A PARK-AND-RIDE FACILITY  
RM-142698**

**DECEMBER 2018**

# Table of Contents

<b>SECTION I -- INTRODUCTION</b>	<b>4</b>
<b>SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION</b>	<b>6</b>
A. Purpose.....	6
B. Site Visit/Pre-Proposal Meeting (Optional) .....	6
C. Inquiries.....	6
D. Closing Date.....	6
E. The Proposals .....	7
F. Proposer vs. Consultant.....	7
G. Signatures .....	7
H. Incurring Costs .....	7
I. Addendum to RFP .....	7
J. Acceptance of Proposals .....	7
K. Rejection of Proposals.....	7
L. Final Agreement.....	7
M. Dissemination of Information .....	8
N. Public Records .....	8
O. News Releases.....	8
P. Affirmative Action .....	8
Q. Small Business Enterprises Requirements .....	8
R. Division of Revenue Registration .....	9
S. State Political Contributions Notice: Public Law 2005, Chapter 51 and Executive Order 117.....	9
T. Affidavit of Moral Integrity .....	10
U. Code of Ethical Standards.....	10
V. Tolls .....	11
W. Proposals Become Property of the Authority.....	11
X. Right To Audit Clause .....	11
Y. Ownership Disclosure Form .....	11
Z. Vendor Disclosure Form N.J.S.A. 52:34-13.2.....	11
AA. Notice to All Proposers of Set-Off for State Tax.....	12
BB. Affidavit of Non-Collusion .....	12

CC.	Disclosure of Investment in Iran .....	12
DD.	Liabilities to the Authority .....	12
EE.	Proposal Schedule .....	12
<b>SECTION III -- SCOPE OF SERVICES</b>		<b>13</b>
A.	Organization and Function of the New Jersey Turnpike Authority .....	13
B.	Background .....	13
C.	Security Deposit and Performance Bond .....	14
D.	General Scope .....	14
E.	Operation of Commuter Bus Services.....	15
F.	Operation of the Parking Lot.....	15
G.	Utilities and Maintenance .....	16
H.	Miscellaneous Services .....	17
<b>SECTION IV – RFP RESPONSE, EVALUATION FACTORS AND CRITERIA</b>		<b>18</b>
A.	General .....	18
B.	Proposals .....	18
C.	Fee Proposal .....	19
D.	Evaluation Factors and Criteria.....	20
<b>SECTION V: INSURANCE AND INDEMNIFICATION</b>		<b>21</b>
A.	Insurance .....	21
<b>SECTION VI: CHECKLIST AND EXHIBITS</b>		<b>26</b>
<b>APPENDICES</b>		<b>47</b>
<b>APPENDIX 1</b>		<b>48</b>
DRAFT SERVICES AGREEMENT		48
<b>APPENDIX 2</b>		<b>113</b>
State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117		113

## SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for the furnishing of services (as further described in Section III, the “Services”) to operate and maintain the Interchange 8A Park-and-Ride Facility (the “Facility”) located at Route 130 and Friendship Road in South Brunswick, Middlesex County, New Jersey. The Successful Proposer (as hereinafter defined) will be awarded a contract (the “Services Agreement”) for a term of five (5) years, with the option to extend for two, one-year extensions at the Authority’s sole discretion.

The Authority seeks proposals (“Proposals”) from all interested and qualified providers (“Proposers”). Such Proposals must be responsive to all of the requirements of this RFP. The Authority intends to select one Proposer (the “Successful Proposer”) 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, Proposers 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 Proposers 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 Proposers 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 Proposers 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, Proposers 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. Site Visit/Pre-Proposal Meeting (Optional)

Proposers will be permitted to inspect the Facility on Tuesday, January 8, 2019 commencing at 11:00 AM E.T. by making specific arrangements with Angela McNally in the Procurement and Materials Management Department via telephone 732-750-5300 extension 8628 or email [mcnally@njta.com](mailto:mcnally@njta.com) . The site inspection will provide Proposers an opportunity to inspect the Facility and to ask questions about the procurement process.

### C. 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., January 10, 2019**. 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 CONSULTANT 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.**

### D. 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., January 22, 2019** 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.**

**E. 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.

**F. Proposer vs. Consultant**

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

**G. Signatures**

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

**H. Incurring Costs**

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

**I. 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.

**J. 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.

**K. 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.

**L. 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*.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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)

**T. 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)

**U. 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.

**V. 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*.

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

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

**X. 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.

**Y. 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 Proposers' Proposal.

**Z. 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.

**AA. 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.

**BB. 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.

**CC. 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.

**DD. 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.

**EE. Proposal Schedule**

Optional Site Visit (2:00 PM, E.T.)	January 8, 2019
Closing Date for Submission of Inquiries (4:30 PM, E.T.)	January 10, 2019
Closing Date of Receipt of Proposals (4:30 PM, E.T.)	January 22, 2019
Oral Presentation [Tentative]	January 30, 2019
Tentative Commission Approval	February 26, 2019

**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. **Background**

The Facility is owned by the Authority and consists of a 935-numbered space parking lot and a terminal building, including approximately 1200 square foot of waiting area, a 150-square foot ticket office, two 60 square foot bathrooms, a 70-square foot utility/janitor’s closet and two 44 square foot entrance toll booths (all square footage is approximate). The Facility has been in operation since December 4, 1995. A plan of the Facility is attached hereto and incorporated herein by reference.

The successful Proposer shall be responsible for managing the parking lot and terminal building, coordinating bus operations and handle all ancillary uses of the Facility. The successful Proposer shall not discriminate against any bus company or other entity seeking to utilize the Facility and will not afford special preferences as part of its management of the Facility.

Proposers must include in their proposal a flat annual license fee to be paid to the Authority for the use of the Facility. **Only Proposals that include a flat annual license fee of at least \$250,000.00 will be considered.** The annual license fee will be paid to the Authority in twelve (12) equal monthly installments of \$20,833.33 for the term of the Agreement, including any extensions. Notwithstanding the Operator’s requirement to pay an annual license fee on a monthly basis to the Authority, the Operator may retain any fees charged to bus companies to access the Facility as well as any allowable fees charged for the use of the parking lot, vending machines, and other entities that comprise the Facility.

The Authority has set fees for the following uses of the Facility ("Fee Schedule"):

Daily Parking:	\$2.00
Monthly Parking:	\$35.00
Bus Egress:	\$10.00 per egress

**This Fee Schedule is non-negotiable and Operator may not charge any fee greater than that listed on the Fee Schedule for the use of the Facility or charge any other fee, other than those set forth above.** In its sole discretion, the Authority may increase the Fee Schedule during the term of the Agreement. Should the Authority increase the Facility's fees, the annual license fee to be paid by the Operator will be subject to a comparable percentage increase over the prior license fee.

**C. Security Deposit and Performance Bond**

1. The Operator shall post a security deposit of \$10,000.00 which shall be deposited into a non-interest-bearing account of the Authority to secure the performance of the Services, or the payment of fines or penalties or damages or fees due from the Operator. Any unused portion of the security deposit will be returned to the Operator at the termination of the Agreement.
2. Upon execution of the Agreement, the Operator will provide the Authority a performance bond ("Contract Bond") in the amount of \$150,000.00. The Contract Bond shall be substantially in the form of Exhibit D.

**D. General Scope**

1. The Operator shall be responsible for the thorough understanding of the requirements of this RFP, including any applicable laws and regulations. The Operator shall become familiar with the Authority's policies and procedures necessary for the effective performance of the required Services. The applicable exhibits are attached to the Draft Services Agreement.
2. The Operator shall coordinate all Services through the Authority's designated staff in the Patron Services/Executive Offices. It is important for the Operator to coordinate and establish a close working relationship with designated Authority staff early in the working relationship so as to ensure mutual understanding of internal processes for expeditious and accurate exchange of information. The Authority reserves the right, in its sole discretion, to request replacement of any designated representative of the Operator for reasonable cause for such reasons as, but not limited to, inability to effectively communicate with or incompatibility with Authority representatives, or unresponsiveness to Authority requests for information or services within the scope of the Agreement.
3. The Operator shall provide all services, personnel and equipment required to efficiently operate and maintain the Facility, including but not limited to, parking lot attendants,

dispatchers and other supervisory personnel, ticket machinery, furniture and other equipment.

**E. Operation of Commuter Bus Services**

1. The Operator shall manage bus operations at the Facility, including allowing access to the Facility by any and all permitted bus companies through Facilities License Agreements, the terms of which shall be set by the Authority, coordinating the bus schedules of such permitted bus companies; facilitating the smooth loading and unloading of passengers; and ensuring that the Facility is operated in a safe and efficient manner. Operator shall ensure that only bus companies which have fully complied with each and every one of the following conditions shall be permitted by the Operator to access the Facility:
  - (a) filing rate schedules with the ICC;
  - (b) obtaining and maintaining all necessary licenses, permits and approvals;
  - (c) submitted proof of adequate insurance;
  - (d) submitted proof that the buses to be utilized are in good working order; and
  - (e) submission of emergency breakdown procedures for occurrences on non-Turnpike roadways.

Based on the above terms, the Operator shall determine which bus companies may be properly permitted to access the Facility, and shall certify to the Authority that each bus company permitted to access the Facility meets each of the above requirements and satisfies all legal requirements to operate as a bus company in the State of New Jersey.

2. The Operator of the Facility shall provide equal, non-discriminatory access to the Facility to all bus companies which comply with the requirements of Section III.E.1. Such access may be subject to reasonable scheduling restrictions or requirements, which shall be set by the Operator in a fair and non-discriminatory manner. The Operator shall make a good faith effort to accommodate each bus company's request for specific departure or arrival time slots. (The terminal building can accommodate a maximum of three buses at one time for loading and unloading of passengers. The scheduling of the entry and departure of buses must consider such capacity maximums. No additional buses shall be allowed to enter the Facility in excess of such capacity maximums.)
3. Utilizing the Authority's Fee Schedule, the Operator shall collect such fees from the bus companies for the access to the Facility.
4. The Operator shall manage the ticket counter including selling bus tickets on behalf of the bus companies, servicing patrons and other duties required for the smooth operation of the ticket counter and the terminal building.

**F. Operation of the Parking Lot**

1. The Facility has 935 numbered parking spaces.

2. The Operator shall be responsible for operating and maintaining the parking lot at the Facility, which shall include, but not be limited to, monitoring a vehicle counter, maintaining a record of parking spaces available each day of operation, reporting abnormal conditions and addressing maintenance issues.
3. The Operator shall conduct a first-class motor vehicle parking operation, in a careful, efficient and safe manner following in all respects the best practices for all commuter vehicles including but not limited to van pools and car pools.
4. Utilizing the Authority's Fee Schedule, the Operator shall collect such fees from persons utilizing the parking lot at the Facility. The Operator may retain any fees charged to users of the parking lot at the Facility.
5. The Operator shall staff the Facility during the hours of operation with parking lot attendants at (a) the terminal building within the Facility to ensure safety and maintenance of the structures, and (b) the entrance booths. The Operator must provide sufficient attendant(s) to supervise the parking of vehicles to ensure that patrons do not damage the parking lot. The duty hours of such attendants should be coordinated with the bus operations so as to provide sufficient and satisfactory levels of assistance to the public.

**G. Utilities and Maintenance**

The Operator shall be required to:

1. Provide and maintain the following utilities at no cost to the Authority: water, sewer, electric, and telephones in the terminal building. If the Operator wishes to install additional utilities, such installation shall be in compliance with the Authority's standard specifications for such installations, and at no cost to the Authority.
2. Perform daily janitorial services necessary to maintain clean conditions within the terminal building, the parking lot and on the sidewalks and adjacent areas of the terminal building.
3. Perform necessary ground, building and pavement maintenance, including, but not limited to, sweeping, grass cutting, landscaping of trees and shrubs, pavement wearing surface repair, line striping, guardrail and fencing repairs, snow and ice control, light standard re-lamping, sign maintenance, curb and sidewalk repairs, flushing/cleaning of all site drainage structures and open/closed drainage system. Grass cutting shall include the detention basin, all grass islands, and all grass areas contiguous to the site. Such activities must receive prior approval from the Authority before implementation.
4. Maintain, repair and replace all fixtures, plumbing, toilet, equipment and personal property at the Facility in first-class operating order, condition and appearance at all times in compliance with the requirements of the Department of Community Affairs or

other applicable governmental entity. Make all repairs and replacements necessary regardless of the cause or the condition necessitating any such repair or replacement.

5. Maintain, repair and replace all existing and any new equipment installed during the term of the Agreement, including gate arms at the parking booths, loop detectors, waiting shelters, and fare collection equipment. Perform routine repair and maintenance work at: the parking lot and related equipment, including the air conditioning/heating system, canopy and the interior lighting. The Operator shall obtain approval from the Authority prior to undertaking any repairs at the Facility.
6. Install and service trash dumpsters, cans, and other refuse containers. Collect and remove all garbage, debris and other waste materials (whether solid or liquid), arising out of its occupancy or use of the Facility. All collection and removal shall comply with all federal, state and local laws and regulations for such disposal, including, but not limited to, recycling requirements.

#### **H. Miscellaneous Services**

The Operator shall be required to:

1. Insure that all bus drivers operating from the Facility are equipped to sell bus tickets during those hours when the ticket booths in the terminal building are closed.
2. Insure the safety and security of the Facility and the invitees thereat. Security measures shall be coordinated among the Authority's Operations Department, the New Jersey State Police (Troop D) and the Operator.
3. Remove abandoned vehicles in compliance with Authority regulations regarding towing and all applicable governmental regulations and requirements.
4. Operate and maintain any existing vending machines and newsstands. Should the Operator wish to install any additional vending machines or newsstands, such installation is subject to the review and approval of the Authority. Any rent or other fees collected from such concessionaires may be retained by the Operator of the Facility.
5. Maintain separate accounting records on the Facility, including bus utilization levels, and parking space utilization.

**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. Provide a staffing plan listing those persons who will be assigned to the team servicing the Authority, including the designation of the Contract Manager. Include for each person the relevant resume information including, at a minimum, a description of the person's relevant professional experience, and type of experience and number of years with the firm. Identify for each individual, what role that individual will perform.
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, 2016 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.
10. Submit statement indicating the ability to perform the required separate recordkeeping for the Facility.
11. Submit statement of disclosure of any fines, citations, or other penalties imposed by federal, state or local governmental entities relating to the safety of any operation conducted by the proposer, including, but not limited to, environmental violations, violations of the Interstate Commerce Act, and OSHA violations.
12. Submit statement of methodology that will be used in scheduling and selecting bus companies permitted to use the Facility. (The Operator must submit to the Authority's Patron Services Division copies of any documents used to solicit bus companies at the Facility prior to advertising/distributing such solicitations.) It is emphasized that the Authority requires that if an operating bus company submits a Proposal, it will not discriminate against any other bus company or other entity seeking to utilize the Facility and will not afford any special preferences as part of its management of the Facility.

**C. Fee Proposal**

Proposal shall state the flat annual license fee the Operator shall pay for the use of the Facility during the term of the Agreement, and any increases in the proposed fee over the term of the Agreement. **The minimum annual license fee is \$250,000.00 per year.** In addition, state the annual fee for each of the two, one-year extensions if the Authority opts to extend the Agreement. 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 Responses and Understanding the Authority’s needs:	30
Evaluation will include quality and soundness of project plan, general comprehension of the requirements to operate and maintain the Facility and complete all the required tasks that comprise the services in Section III of the RFP. In addition, the safety record of proposer and the relationship of any fines or citations to the services required in this RFP will be considered. Affirmation of good faith effort to meet SBE goals shall also be factored into this criterion.	
2. Experience of Similar Projects/References:	25
Evaluation will include the proposed staff’s and firm’s experience in managing a public Facility, coordinating bus operations, or other similar or applicable experience; management approach to operating the Facility. The references to be provided by the Proposer for review by the Authority shall pertain to the nature of the work performed, the duration of the agreement, the relationship between the owner agency and the Proposer and such other considerations regarding the ability and responsibility of the Proposer that the Authority deems appropriate.	
3. Experience and Credentials of Team:	25
Evaluation will include qualifications and relevant experience of key personnel and the firm’s demonstrated ability to deliver the Services required under the RFP. Evaluation will include whether the team members have relevant experience with similar public entities.	
4. License Fee:	20
Evaluation will include the competitiveness of the fee proposal, with fee proposals proposing a higher flat annual fee in excess of the minimum flat fee of \$250,000.00 over the term of the Services Agreement receiving a higher 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 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. 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 \$2,000,000 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.
4. **Commercial Crime Insurance.** The Consultant shall maintain commercial crime insurance covering the Consultant, its employees, agents and independent contractors for a minimum amount of \$1,000,000 per occurrence. This insurance shall be written on the latest ISO loss sustained form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage). This insurance shall include coverage, at full policy limits, for the loss of assets owned by or for which Consultant is legally liable and loss resulting from computer fraud or fraudulent transfer instructions. This insurance shall include coverage for theft of the Authority's funds by the Consultant, its employees, its agents and independent contractors. The Authority shall be named as loss payee, in its interests may exist, on this insurance. 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. 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.
5. **Garage Liability Insurance and Garage Keepers Comprehensive and Collision Coverage.** Consultant shall maintain garage liability insurance and garage keepers comprehensive and collision coverage with a coverage limit of not less than \$2,000,000 each occurrence. This insurance shall be written on the latest ISO form endorsed with broadened coverage for personal injury and advertising liability and fire legal liability without any added restrictions or diminution in coverage (or substitute forms providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, product-completed operations and for liability arising from personal injury and advertising liability and liability assumed under contract. This insurance shall cover all autos owned or used by the Consultant and all autos towed, serviced, repaired, parked or stored by the Consultant. 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 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. 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.

6. **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 avoidance 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 [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

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 thereunto, 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	17.	Indian Oil Corporation
2.	Bank Markazi Iran (Central Bank of Iran)	18.	Kingdream PLC
3.	Bank Mellat	19.	Naftiran Intertrade Company (NICO)
4.	Bank Melli Iran	20.	National Iranian Tanker Company (NITC)
5.	Bank Saderat PLC	21.	Oil and Natural Gas Corporation (ONGC)
6.	Bank Sepah	22.	Oil India Limited
7.	Bank Tejarat	23.	Persia International Bank
8.	Belaz	24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
9.	Belneftekhim (Belorusneft)	25.	PetroChina Company, Ltd.
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipet)	26.	Sameh Afzar Tajak Co. (SATCO)
11.	China National Offshore Oil Corporation (CNOOC)	27.	Shandong Fin Cnc Machine Company, Ltd.
12.	China National Petroleum Corporation (CNPC)	28.	Sinohydro Co., Ltd.
13.	China National United Oil Corporation (ChinaOil)	29.	SKS Ventures
14.	China Petroleum & Chemical Corporation (Sinopec)	30.	Som Petrol AS
15.	China Precision Machinery Import-Export Corp. (CPMIEC)	31.	Zhuhai Zhenrong Company
16.	Grimley Smith Associates		

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 H**

**NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR  
DISCLOSURE OF POLITICAL CONTRIBUTIONS**

*All business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)*

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT  
COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-2027**

STATE OF \_\_\_\_\_ :SS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_, a \_\_\_\_\_ in the firm of \_\_\_\_\_  
(Name) (Title, Position, etc.)

\_\_\_\_\_, the Proposer making the Proposal in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Proposal with full authority to do so; and that the Proposer acknowledges our responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if in receipt of in excess of \$50,000.00 from public entities in a calendar year. I further acknowledge that business entities are solely responsible for determining if filing is necessary and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the New Jersey Turnpike Authority relies upon the truth of the statements contained in said Proposal and in statements contained in this affidavit in awarding the Services Agreement for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Services Agreement upon an agreement or understanding for commission, percentage proposerage, or contingent fee, except bona fide employees of the Proposer, and as may be permitted by law.

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

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public of \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**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**

**APPENDIX 1**  
**DRAFT SERVICES AGREEMENT**

**This Agreement**, dated \_\_\_\_\_ and effective as of \_\_\_\_\_, 2019 by and between the **NEW JERSEY TURNPIKE AUTHORITY**, (hereinafter referred to as the “Authority”) a body corporate and politic of the State of New Jersey having its principal office at One Turnpike Plaza, Woodbridge, New Jersey [07095] and \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (hereinafter referred to as the “Operator”).

**WITNESSETH:**

**WHEREAS**, the Authority owns a facility at Interchange 8A located at Route 130 and Friendship Road in South Brunswick, New Jersey (the “Facility”), for the purpose of conducting a commuter park and ride operation; and

**WHEREAS**, the Authority requires the services of a company with the adequate staff and experience to operate, maintain and manage the Facility (“Services”), in accordance with the Request for Proposal, dated as of \_\_\_\_\_, 2018 (collectively, with all Addenda (as herein defined), the “RFP”, attached hereto as Exhibit A); and

**WHEREAS**, the Operator is a professional company which is proficient in providing the Services and has submitted to the Authority a written proposal, dated \_\_\_\_\_, [2019] (“Proposal”) in response to the RFP; and

**WHEREAS**, the Operator was invited to, and did make an oral presentation to the Authority on \_\_\_\_\_, 2019 (“Oral Presentation”), following which the Operator was further invited to make a Best and Final Offer; and

**WHEREAS**, the Authority has relied upon, and the Operator intended for the Authority to so rely on, the representations and warranties made by the Operator in its Proposal and Oral Presentation in the selection of the Operator to undertake the Services at and for the Facility as detailed in the RFP and in this Agreement; and

**WHEREAS**, the Operator represents and warrants that it possesses the necessary personnel, capability, capacity and experience to undertake the Services required by the RFP and this Agreement; and

**WHEREAS**, the Authority and the Operator have negotiated the terms and conditions under which the Operator will operate, manage and maintain the Facility and the Operator represents and warrants that it is ready, willing and able to perform such Services;

**NOW, THEREFORE**, in consideration of the mutual covenants and other good and valuable consideration contained herein, the Authority and Operator agree as follows:

#### **ARTICLE 1. INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

#### **ARTICLE 2. DEFINITIONS**

In addition to the terms defined in the recitals and elsewhere in this Agreement and the RFP, the following terms shall be interpreted as follows:

**“ADDENDA” or “ADDENDUM”** means written or email interpretations or revisions to the RFP transmitted to proposers in advance of the receipt of proposals.

**“AGREEMENT”** means this contract dated \_\_\_\_\_, 2019 between the Authority and the Operator for the Services at and for the Facility, including all Exhibits attached hereto and incorporated herein.

**“APPLICABLE LAW”** means any federal, state and/or local statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, permit, license, directive, interpretation, standard or similarly binding authority, currently in effect or hereafter adopted, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Authority and/or the Operator and the performance of Services under the terms of this Agreement. “Applicable Laws” includes without limitation the Americans with Disabilities Act, or any successor thereto.

**“AUTHORITY”** means 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 Turnpike Authority acting in accordance with said statute.

**“EVENT OF DEFAULT”** means those events set forth in Section 15 of this Agreement, as well as a material breach by Operator of any of its other obligations under this Agreement.

**“EXPENSES”** means all actual, documented costs incurred by Operator to sufficiently staff, operate, maintain and manage the Facility in accordance with the terms of this Agreement.

**“DIRECTOR”** means the Authority’s Deputy Executive Director or his/her designee acting on his/her behalf as employees of the Authority with regard to the Agreement.

**“FACILITY”** means the premises owned by the Authority and consisting of a

parking lot located at Interchange 8A designated as a park and ride area upon which a bus terminal is located consisting approximately of: a 1200 square foot waiting area; a 150-square foot ticket office; two 60 square foot bathrooms; a 70 square foot utility/janitor's closet; two 44 square foot entrance booths; and 935 parking spaces. The Facility is further described on the as-built drawing attached hereto as Exhibit B.

**“FORCE MAJEURE”** means any event that is not due to an act or omission of the Operator [or the Authority] that materially and adversely delays the performance of any obligations under this Agreement and where the event or the effects of the event could not have been avoided by due diligence and the use of reasonable efforts by the Operator [or the Authority]. Force Majeure includes, but is not limited to: blockades, rebellions, wars, riots, acts of sabotage, or civil commotion. It also includes but is not limited to fires, floods, earthquakes or other cataclysmic natural phenomena, acts of the State in its sovereign capacity or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or a change in law or the failure, or refusal, of any Governmental Body to provide the approvals necessary for either the Authority and/or the Operator to perform their respective obligations in the manner contemplated by the terms of this Agreement.

**“GROSS REVENUES”** means the gross or total amount of all income received by Operator from the collection of bus ticket fees, daily and monthly parking fees, bus egress fees, and any other revenue.

**“GOVERNMENTAL BODY”** means each governmental and municipal authority of the United States or of the state of New Jersey or any department, subdivision (political or otherwise), municipality, instrumentality, county, agency, corporation or commission

under the direct or indirect control thereof.

**“OPERATOR”** means \_\_\_\_\_, the entity that is a party to this Agreement to provide the Services for the Authority for and at the Facility.

**“PROPOSAL”** means the response submitted by the Operator to the Authority on \_\_\_\_\_, [2019] for the “Request for Proposals for Management Services at Interchange 8A Park-And-Ride Facility, South Brunswick, New Jersey”. It also includes within its meaning the Oral Presentation presented by the Operator to the Authority on \_\_\_\_\_, [2019], the materials provided by the Operator to the Authority during that presentation, and the Best and Final Offer presented by the Operator.

**“RFP”** means the “Request for Proposals for Management Services at Interchange 8A Park-And-Ride Facility, South Brunswick, New Jersey” advertised by the Authority in \_\_\_\_\_, [2018], including the “Response to Inquiries” dated \_\_\_\_\_, [2019], all of which are attached hereto as Exhibit A and are incorporated herein by this reference. These documents are collectively the “RFP”.

**“SERVICES”** means the scope of services and work detailed in Article 4 of this Agreement, in Section III of the RFP attached hereto as Exhibit A.

**“STATE”** means the State of New Jersey.

**“TERM”** means the Initial Term (as defined in Section 6.01) together with any extensions, as provided in Section 6.02.

**“TURNPIKE”** means the facilities known as the New Jersey Turnpike owned and operated by the Authority.

### **ARTICLE 3. INTERPRETATION**

#### **3.01 Order of Precedence**

In the event of a conflict between the terms and conditions of the Agreement, the RFP, the Proposal and any attachments or exhibits hereto, the order of precedence of these documents shall be as follows:

- a) The Agreement
- b) The RFP
- c) The Proposal

### **3.02 Rules of Interpretation**

In the Agreement, where appropriate:

- a) references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to;
- b) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation";
- c) unless otherwise indicated, references to Sections, Articles, or Exhibits are to this Agreement, references to Articles include all Sections and subsections under the reference, references to Sections include all subsections under the reference, and references to all subsections include all sub-subsections;
- d) words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings;
- e) references to persons include their respective successors, representatives and/or assigns and in the case of governmental persons, include persons succeeding to their respective functions and capacities;
- f) words of any gender used herein shall include the other gender where appropriate; and

g) the headings of the Articles, Sections and Subsections herein are intended for convenience of reference only and shall not be deemed part of the Agreement or considered in interpreting the meaning of the Agreement.

#### **ARTICLE 4. DUTIES AND RESPONSIBILITIES OF OPERATOR**

##### **4.01 The Scope of Services**

a) The Services to be performed pursuant to this Agreement are described in this Agreement, in Section III of the RFP. However, the description of Services, is intended to be general in nature and should not be construed to be a complete description of the Services to be performed by the Operator or a limitation of the Services to be provided by the Operator pursuant to this Agreement. Should any incidental services be required to operate, maintain and manage the Facility that are not specifically set forth herein or in Exhibits A, but which are nevertheless necessary for the proper operation of the Facility, then such incidental services shall be performed as if they were fully described and delineated herein without further consideration.

b) In the event that the Authority deems that any additional, non-incidental services are necessary for the proper operation, management, improvement and/or maintenance of the Facility, the Authority and the Operator shall engage in good faith negotiations to determine the scope of additional non-incidental services to be performed and the amount of additional compensation, if any, that may be payable to the Operator for the additional non-incidental services. If the Authority and the Operator cannot agree on such compensation, the Operator shall not be required to perform the additional, non-incidental services and the Authority may, at its sole option, terminate this Agreement upon thirty (30) days' prior written notice to the Operator.

c) The Operator shall be responsible for all repairs, maintenance and improvements of and to the Facility as specified in Section III of the RFP.

#### **4.02 Use of Facility**

a) The Facility shall be used by Operator solely for the purpose of operating, managing and maintaining a commuter park-and-ride facility and designated miscellaneous services as set forth in Section III of the RFP and for no other purpose. The Operator may not use the Facility, nor may the Operator permit any Licensee to use the Facility, for any purpose which is unlawful, disreputable, hazardous to patrons or hazardous to the general public.

b) Any licensee that is authorized by the Operator, in accordance with the terms of this Agreement, to access and use the Facility for the purpose of providing bus services to patrons of the Facility ("Licensee") shall be required to execute the Facilities License Agreement attached hereto as Exhibit C. A copy of each fully executed Facilities License Agreement shall be sent to the Authority within five (5) business days of execution. The Authority shall have the right to require the Operator to terminate any Facilities License Agreement upon 30 days' notice to Operator.

c) Operator acknowledges that the Authority has the right, in its sole and absolute discretion, from time to time to change the area, location and arrangement of parking areas and other facilities and to remove areas [(without decreasing the number of Parking Spaces)] from within or that comprise the Facility. If the Authority desires to relocate any aspect of the Facility, it shall provide to the Operator no less than sixty (60) days' prior written notice, which notice will detail the changes planned.

e) The Operator acknowledges that the Authority has the right to reduce

the number of parking spaces allocated to the Facility, whether as part of a restriping plan, to address safety concerns, traffic regulations or other changes in Applicable Laws. Further, at all times the Authority shall have the right to block access to lots designated for service area patron use, and not comprising part of the Facility.

#### **4.03 Standard of Performance**

a) The Operator shall perform all Services required of it under the terms and conditions of this Agreement with [the highest] degree of skill, care, and diligence exercised by professionals or skilled workers performing services in projects of a scope, nature, purpose and magnitude comparable to the Services provided for herein. Without limiting the foregoing, the Operator covenants that at all times hereunder it shall (i) maintain the proper licenses and rights to perform the Services and operate the Facility; (ii) diligently and timely provide the Services in a professional and good workmanlike manner in accordance with the highest industry standards; (iii) perform the Services and operate the Facility in compliance with all Applicable Laws, including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and shall remain in compliance throughout the Term; (iv) be in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (v) maintain adequate safety standards and protocols and that employees, contractors, agents or other personnel performing Services on Operator's behalf (collectively, "Personnel") shall follow such standards and protocols and be in compliance with the Occupational

Safety and Health Administration Act (“OSHA”); (vi) instruct its Personnel in any safety standards and protocols promulgated by the Authority, and that its Personnel shall follow such standards and protocols; (vii) hire only Personnel that have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the Services pursuant to this Agreement; (viii) shall cause its Personnel to conduct themselves with the commuting public in a courteous and professional manner at all times; and (ix) properly screen its Personnel performing the Services to confirm that they are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if and as applicable.

b) The Operator shall, at all times, act in the best interest of the Authority consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement. The Operator shall perform all Services under this Agreement to the satisfaction of the Authority. The Operator, in executing this Agreement, accepts the relationship of trust and confidence established herein between it and the Authority. The Operator covenants with the Authority to furnish its best skill and judgment and to fully cooperate with the officials, employees, and agents of the Authority in furthering the interests of the Authority. The Operator agrees to furnish efficient business administration and superintendence and to use its best efforts to perform the Services in an expeditious and economical manner consistent with the interests of the Authority.

c) The Operator shall perform or cause to be performed all Services required by this Agreement. All Services to be performed by or on behalf of the Operator that require the exercise of professional skills or judgment, (such as licensed

contractors, and licensed professional engineers), shall be accomplished by professionals qualified and competent in the applicable discipline and licensed, as required, in the State of New Jersey. The Operator shall remain responsible for the professional and technical accuracy of all Services furnished, whether by the Operator, its Personnel, its subcontractors, and/or others on the Operator's behalf. Regardless of any subcontractors, consultants or other third parties used by Operator, Operator shall remain primarily responsible for the performance of its Services hereunder. Further, Operator shall cause all subcontractors, consultants and other third parties to abide by, and accept the terms of, this Agreement, including without limitation, the indemnity and insurance requirements.

#### **4.04 Covenants by Operator**

a) Without limiting the terms of, and in addition to, the standards and covenants contained in Section 4.03, above, Operator further agrees and covenants that it shall:

1) Not make any alterations, additions or improvements in, to or about the Facility nor install or attach to the Facility any climate regulation, air conditioning cooling, heating or sprinkler systems, heavy equipment, apparatus or fixtures, unless it has received the prior written consent of the Authority, and Authority has approved the construction contract therefor;

2) Not do anything or permit anything to be done in or near the Facility, which may interfere with the effectiveness or accessibility of any sprinkler system, alarm system, fire hydrants, or which may increase the rate of fire insurance on the Facility above the current rate;

3) Not permit the accumulation of waste or refuse matter in or near the Facility except in containers provided therefore;

4) Not mortgage, hypothecate, pledge or encumber this Agreement or the Facility in whole or in part;

5) Not permit any signs, lettering or advertising matter to be erected or attached to the Facility, unless it has received the prior written consent of the Authority;

6) Not encumber or obstruct any traffic lanes or access ways to the Facility, or permit or cause same to be encumbered or obstructed;

7) Not oversubscribe the parking lot. The number of vehicles permitted to park in the Facility shall not exceed the 935 parking spaces available for use. In the event the number of vehicles parked at the Facility exceeds the number of vehicles permitted to park, the Authority shall send the Operator a Notice of Default pursuant to Article 15 of this Agreement. If the default is not cured within ten (10) days of receipt of the Notice of Default, the Authority shall have the right to terminate this Agreement in accordance with the provisions of Article 15 hereof;

8) Not operate, repair, manage, maintain or improve the Facility in a manner that causes any fine or penalty to be levied by any Governmental Body with jurisdiction over the Facility, the Operator or the Authority. In the event that any fine or penalty is levied due to the action or inaction of the Operator relative to the Services, and the Authority is obligated to pay said fine or penalty, then the Operator shall reimburse the Authority for same within \_\_\_ days of the Authority's demand therefor. This obligation to reimburse the Authority shall survive the expiration or earlier

termination of this Agreement;

9) Not interfere with or prohibit the use of the Facility by any persons or entities not utilizing the commuter bus services contemplated herein, such as private commuter car pools or existing or future common carriers that have been provided with authorized access to the Facility by the Authority;

10) Not allow patrons or any other persons or entities to park at the Facility outside of the hours of operation of the park and ride facility. The Operator shall strictly adhere to and enforce against each of its patrons and any and all other persons, the hours of operation applicable to the Facility. Parking in the Facility shall be limited to the period from 4:00 AM to Midnight, Monday through Friday. Any vehicle parked in the Facility between midnight and 4:00 a.m. or on a weekend is subject to removal at the Operator's sole expense;

11) Not allow or permit the fueling or re-fueling of buses, or the repair or maintenance of buses at the Facility, except in the event of an emergency where an inoperable or stalled bus is blocking through lanes or traffic exits and the repairs or maintenance are essential to move the bus out of the through lanes or traffic exits;

(i) Without limiting the foregoing, Operator shall not store or use on or about the Facility or any other section of the Service Area any hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Applicable Law, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)(42U.S.C. §§9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act

(RCRA)(42U.S.C. §§6901 et seq.); “toxic substances” as defined under the Toxic Substances Control Act (TSCA)(15U.S.C. §§ 2601 et seq.); “hazardous materials” as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter “Hazardous Substances”). Operator shall not install any underground or above ground fuel storage tanks on or about the Facility.

(ii) Operator shall give the Authority written notice immediately upon Operator’s knowledge of any Hazardous Substances existing in or about the Facility or any other section of the Service Area that impacts soil, groundwater, or surface water, or requires notification of regulators.

(iii) Operator, at its own expense, shall promptly provide to the Authority copies of all submissions made to any regulatory agency pursuant to this Section 4.04(a)(11). Operator, at its own expense, shall promptly provide copies of all field reports, laboratory and analytical data, and all QA/QC documents to the Authority. If any cleanup must be undertaken because of any spills or discharges or hazardous substances or wastes at the Facility or other sections of the Service Area, which occur due to any action or inaction of Operator, its agents, servants, employees, contractors and/or subcontractors during the Term of this Agreement, then Operator shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plan. The Authority shall have the right to approve any cleanup plan prepared pursuant to the provisions of this Section 4.04(a)(11).

(iv) Notwithstanding the expiration or earlier termination of this Agreement, if there exists a violation of environmental laws at the Facility or any other section of the Service Area for which Operator is liable or if Operator has failed to fulfill its obligations under this Section 4.04(a)(11), Operator shall reimburse the Authority for the amount required for the Authority to cure the violation of environmental Laws and/or to cure Operator's default by fulfilling Operator's obligations under this Agreement.

(v) Operator's failure to abide by the terms of this Section 4.04(a)(11). shall be enforceable by injunction, in addition to all other remedies available at law and/or in equity.

12) Not transfer, assign or convey its obligations under this Agreement without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion. In the event that such a transfer, assignment or conveyance is contemplated, the Operator shall, prior to any such transfer, assignment or conveyance, provide written notice thereof to the Authority, together with written confirmation that the Operator's obligations are not (and will not be) adversely affected, and that the credit worthiness of the new entity is at least equal to that of the Operator. Such notice shall be accompanied by documentation (in form and content satisfactory to the Authority) that supports the foregoing conclusions concerning the financial strength of the new entity and its ability to perform all of the Operator's obligations hereunder without modification or diminution; or

13) Not enter into a merger or other business relationship or reorganization, without the prior written consent of the Authority, if that merger or other business relationship or reorganization will result in a change in the control of the

Operator, unless the other company (as of the date of the merger or initiation of the other business relationship or reorganization) (i) has no material liabilities as evidenced by documentation submitted to, and satisfactory to, Authority, and (ii) assumes all of the Operator's obligations under the terms of this Agreement.

b) Operator agrees and warrants that it shall:

1) Maintain separate accounting records regarding the Facility, including bus utilization levels and parking space utilization as required by Section III of the RFP, and as described in Section 10.03 of this Agreement.

2) Provide the Authority with (i) information, whether or not publicly available, (ii) notice of any events that have occurred or are anticipated to occur, (iii) the filing of any litigation or notice of any threatened litigation, or other such proceeding, whether before a court, tribunal, arbitration panel, agency or otherwise, in each instance concerning any material adverse change in the fiscal or operating condition of the Operator within fifteen (15) days of its occurrence or knowledge of same.

3) Provide the Authority with prompt notice of any material litigation or threatened litigation or claims involving the Operator that may affect the Operator's ability to perform its obligations pursuant to this Agreement or with respect to the Facility or the transactions contemplated by the terms of this Agreement.

4) Provide the Authority with a performance bond in the sum of \$150,000.00 as required by Section III of the RFP, and in the form of Exhibit D annexed hereto, to insure the faithful performance of its obligations herein. In the event of the insolvency of the Surety, the Operator shall, within thirty (30) days, furnish and maintain a replacement performance bond in a form acceptable to the Authority.

#### **4.05 Representations by Operator**

The Operator represents and warrants to the Authority that:

a) The Operator is a duly organized and validly existing limited liability corporation in good standing in the state in which it is incorporated, and duly authorized to transact business in the State.

b) The Operator has full corporate power and authority to enter into this Agreement and to perform the duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Operator and the authorization, execution, delivery and performance of this Agreement by the Operator will not violate any law, judgment, order, ruling or regulation applicable to the Operator and does not constitute a breach or default of any agreement or instrument by which the Operator is bound.

c) The Operator holds, and will continue to hold throughout the Term all approvals, licenses, permits, and certifications necessary to operate, maintain, manage, improve and repair the Facility in accordance with the terms and provisions of this Agreement, and shall employ sufficient number of duly competent and experienced personnel on its staff who have direct experience in operating, maintaining, managing, improving and repairing facilities similar in nature and character to the Facility.

d) No litigation is pending or threatened (or reasonably foreseeable) against the Operator that would impair its ability to perform its duties and obligations under this Agreement.

e) At all times during the Term, the Operator shall keep the Facility and all components thereof free from any and all liens and encumbrances arising out of or in

connection with its operation, maintenance, management, improvement and repair of the Facility or any acts, omissions or debts of the Operator, its parents, any of its subsidiaries, or any of its subcontractors, consultants or other third parties.

## **ARTICLE 5. CONDITION OF THE FACILITY**

### **5.01 Condition of the Facility**

The Operator, upon execution of this Agreement, shall assume operational control of the Facility. Prior to submitting its Proposal and executing this Agreement, the Operator examined the Facility, including all facilities, furniture, and appliances, and is satisfied with its present condition. The Operator, by executing this Agreement, accepts the Facility in its "**AS-IS**" condition. **The Authority makes no representation or warranty, either express or implied, as to the condition of the Facility or that the Facility will be suitable for the Operator's purposes or needs, and all warranties, express or implied, including warranties of merchantability and/or fitness for a particular purpose, are expressly denied hereby.**

### **5.02 Improvements by the Operator**

(a) All improvements, alterations, and additions made by the Operator to the Facility will be performed or undertaken with the prior written consent of the Authority. All improvements, alterations and additions are and shall become the property of the Authority upon installation.

(b) Prior to, or upon the expiration or earlier termination of the Term, the Operator shall, at its expense, remove from the Facility all its personal property and such improvements, which have been installed by the Operator, as the Authority directs the Operator to remove.

(c) The Operator shall repair any damage done by it or which occurs in connection with the installation or removal of such improvements at the Facility at its sole cost and expense.

(d) Any equipment, fixtures, goods or other property of the Operator, not removed by the Operator upon the expiration or earlier termination of this Agreement, or upon any quitting, vacating or abandoning the Facility by the Operator, shall be considered abandoned by the Operator and the Authority shall have the right, without any notice to the Operator, to convert the same for the Authority's use, or to sell or otherwise dispose of the same, at the sole expense of the Operator; and the Authority shall not be accountable to the Operator for any part of the proceeds of such sale, if any. Operator shall be liable to Authority for all costs incurred by Authority to remove and/or dispose of the same.

#### **5.03 Cessation of Use**

a) Upon the date of the cessation of this Agreement, whether by termination, expiration or otherwise, the Operator covenants and agrees to yield and deliver peaceably to the Authority the possession of the Facility, promptly and in good condition. The Operator shall cooperate with the Authority, as may be required, to insure a smooth and orderly transition of the Facility to another Operator.

b) Upon the termination of this Agreement for any reason whatsoever, the Authority shall have the right to recover all equipment, material or supplies that are the property of the Authority that have been entrusted to the Operator for the performance of Services contemplated by this Agreement.

#### **ARTICLE 6. TERM OF AGREEMENT.**

### **6.01 Term**

This Agreement is for a term of five (5) years (the “Initial Term”). The Initial Term of this Agreement shall commence on \_\_\_\_\_, [2019] and shall expire at midnight on \_\_\_\_\_, [2024], unless earlier terminated pursuant to the Agreement or pursuant to law, or otherwise extended as provided herein.

### **6.02 Extension Option**

This Agreement may be extended for an additional two, one-year renewal periods at the option of the Authority, by providing written notice to the Operator at least sixty (60) days prior to the expiration of the then current term of the Agreement of the Authority's intent to extend this Agreement, under the same terms and conditions as provided herein. Each renewal period (if any) together with the Initial Term shall be referred to herein as the “Term”.

### **6.03 Termination**

This Agreement may be terminated by the Authority prior to the expiration of the Term (i) upon an Event of Default, subject to any cure period if applicable, or (ii) upon sixty (60) days' prior written notice to the Operator for the convenience of the Authority.

## **ARTICLE 7. PAYMENTS AND COMPENSATION**

### **7.01 Payments**

a) Throughout the Term, Operator shall pay to the Authority an annual license fee of \$250,000.00 for the use of the Facility (the “Annual License Fee”). This Annual License Fee shall be paid to the Authority in twelve (12) equal monthly installments of \$20,833.33 due on the first day of each month (the “Monthly Installment”). The first Monthly Installment will be due on \_\_\_\_\_, [2019].

b) With the award of this contract, the Operator 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, the Operator shall 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 Operator shall email the completed Form along with the required voided check or bank letter to [achvendor@njta.com](mailto:achvendor@njta.com).

#### **7.02 Late Fees**

In the event that the Operator tenders payment of any Monthly Installment more than ten (10) days after the due date as provided herein, the Operator shall pay, together with such Monthly Installment, a late charge equal to 5% of the amount of the Monthly Installment and an additional late charge of 5% of the amount of the Monthly Installment for each subsequent ten (10) day period, or portion thereof, that such Monthly Installment remains unpaid, in each case subject to maximum amount allowed to be charged by law. If payment of the Monthly Installment (including any applicable late fee) is not made by the Operator, the Authority may send the Operator a Notice of Default pursuant to Section 15.01(a) of this Agreement. If the Default is not cured within ten (10) days of receipt of the Notice of Default, the Authority may terminate this Agreement in accordance with the provisions of Section 15.02 herein.

### **7.03 Operator's Compensation**

Notwithstanding the obligation of the Operator to pay the Annual License Fee in twelve equal Monthly Installments as required by Section 7.01 hereof, the Operator may retain as its compensation the fees derived from duly executed Facility License Agreements in the form attached hereto as Exhibit C. These fees collected from Licensees for access to the Facility ("Bus Egress Fees"), parking fees collected from vehicles entering the parking lot ("Parking Fees"), and other fees collected from the use of vending machines shall collectively be known as the "Operator's Compensation." The Bus Egress Fees and the Parking Fees that the Operator is authorized to charge are set forth in Section III of the RFP, attached hereto as Exhibit A. In no event will Operator increase the Bus Egress Fee, Parking Fees or vending prices without Authority's prior written consent, which may be withheld in the Authority's sole discretion. If the Authority agrees to increase the Operator's Compensation at the Facility, the Annual License Fee payable by the Operator to the Authority shall be subject to a comparable increase over and above the previous year's license fee and will be effective the first day of the month that such increased Operator's Compensation takes effect. By way of example, only, if the Operator's Compensation increases by three (3%) percent, then the Annual License Fee due from Operator to the Authority for that same period will also increase by three (3%) percent. The increased Monthly Installment shall be paid by the Operator to the Authority in accordance with the payment terms and as outlined in Section 7.01.

### **7.04 Security Deposit**

The Operator shall pay the Authority, on the date of execution of this Agreement, a

security deposit of \$10,000.00 which shall be deposited into a non-interest bearing account of the Authority to secure the performance of the Services, or the payment of fines or penalties or damages or fees due from the Operator. Any part of the security deposit that is used to reimburse the Authority for unpaid fines, penalties, damages, fees or other costs hereunder shall be replenished by the Operator within \_\_\_ days of receipt of notice from the Authority. If the Operator fails to replenish the security deposit in accordance with the preceding sentence, the same shall be deemed an “Event of Default” hereunder. Any unused portion of the security deposit will be returned to the Operator within thirty (30) days following the expiration or earlier termination of the Agreement, but subject to the Authority’s right to first apply the security deposit to cure any then pending defaults and/or to repair any damage to the Facility caused during the Term.

#### **7.05 Reimbursement to Authority**

a) If the Authority pays any sum or sums or incurs any obligation or expense which the Operator has agreed to pay or, reimburse the Authority for, or if the Authority is required or elects to pay any sum or incurs any obligation or expense by reason of the failure, neglect or refusal of the Operator to perform or fulfill any one or more of the conditions, covenant or obligations contained in this Agreement or as a result of an act or omission of the Operator contrary to the said conditions, covenants and obligations, the Operator agrees to pay the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties. In order for the Authority to receive reimbursement from the Operator, the Authority will, prior to payment of any such sum, provide notice to the Operator that such sums are outstanding. The

Operator shall have 10 days from receipt of said notice to pay the sum demanded. If the Operator fails to pay the sum demanded, the Authority may pursue all legal and contractual remedies, including but not limited to issuing a Notice of Default, electing to use the Operator's security deposit, or pursuing the Operator's performance bond, and in each case, to recover the Authority's attorneys' fees and costs so incurred. At the Authority's option, the sums owed may be added to any Monthly Installment of the Annual License Fee thereafter due hereunder, in lump sum or partial payments, and each and every part of the same may become additional fees, at the Authority's option, recoverable by the Authority in the same manner and with like remedies as if it were originally part of the Annual License Fee payable in accordance with Section 7.01. This Section shall not be deemed to limit any other remedies provided herein.

b) During the Term of this Agreement, ticket sales for Operator's Commuter Bus Service, sold through ticket vending machines or otherwise, shall not exceed the number of parking spaces allocated to the Facility. If the Authority documents that at least five (5) days in any month Operator has oversubscribed the Facility, such that its customers' cars are observed parking in areas not expressly designated for Operator's customers, then the presumption will be that Operator has oversold the Facility for every day of that month. Operator will be required to pay a fine of **\$5,000** per month unless Operator provides to the Authority documentation to the Authority's satisfaction, in its sole discretion, that the Facility has only been oversold on certain days, in which event the prescribed fine will be assessed on a pro-rata basis for the subject month. The fine will be assessed at the end of each month, and payment will be due within ten (10) days.

## **ARTICLE 8. OPERATING NAMES; SIGNAGE**

### **8.01 Operating Names**

Any name, designation or service mark proposed for use or display at the Facility or for the Operator's Services at the Facility shall be approved in advance in writing by the Authority; and the Operator shall have the right to use and display the name, designation or service mark only so long as this Agreement is in force and effect. If for any reason the Operator ceases its operation at the Facility, the Operator's right to use such name, designation or service mark shall immediately cease; and the Authority or its designee shall have the sole right, at no cost, to use such name, designation or service mark and the Operator hereby consents to such use thereof. Any registration or filing by the Operator with respect to such name, designation or service mark shall indicate the Authority's interest therein and the form thereof shall be approved in advance by the Authority in writing. The Operator agrees to assign and transfer to the Authority any such registration or filing and any other rights in or to the use of such name, designation or service mark promptly upon written request therefore from the Authority at no cost to the Authority. Nothing contained herein is intended to apply to the continuing use by the Operator of its customary name (including \_\_\_\_\_), or Operator's designation or service mark used elsewhere in its operations prior to the making of this Agreement.

### **8.02 Signage**

All signs relating to the Facility shall be fabricated by Operator subject to the Authority's prior written approval. The Authority shall install such signs and shall use its good faith efforts to include park/ride signage for the benefit of Operator's Commuter

Bus Service where appropriate on the Turnpike in order to provide notice to motorists of the Facility.

## **ARTICLE 9. INSPECTION BY THE AUTHORITY; NON-INTERFERENCE**

### **9.01 Inspection and Entry by the Authority**

Operator agrees that the Authority and Authority's, agents, employees, or other representatives, shall have the right to enter into and upon the Facility, or any part thereof, at all reasonable hours for the purpose of inspecting the Facility or making repairs or alterations as may be necessary for the safety and preservation of the Facility. This Section shall not be construed to create an obligation on the part of the Authority to make any such inspections, repairs or alterations; and if the Authority makes any such repairs and/or alterations, Operator shall reimburse the Authority for same within thirty (30) days of receipt of Authority's documented demand for same.

### **9.02 Non- Interference**

a) The Operator and its employees, agents and contractors shall operate and use the Facility in a careful, safe and orderly manner so as not to interfere in any way with the maintenance, operation or business of the Authority or its subsidiaries, licensees, agents or contractors or with any structures or facilities appurtenant to the business of the Authority.

b) So long as the Operator is not in Default hereunder, the Authority and its employees, agents and contractors shall not interfere with the operation or maintenance of the Facility or any other Services performed by the Operator at the Facility, without providing prior written notice to the Operator, except in case of emergency when no prior written notice shall be required.

c) The parties acknowledge and agree that the Authority reserves the right, in its sole discretion, in order to protect the Authority's interest and the public-at-large to control, direct and supervise all operations of the Facility, including the traffic flow of all buses and passenger vehicles and the passenger loading thereon and unloading therefrom.

d) Operator agrees that the Authority shall have the right (x) to enter into, modify and terminate licenses, easements and other agreements pertaining to the use and maintenance of the Facility; (y) to close all or any portion of the common area or the entire Facility to such extent as may, in the opinion of the Authority, be necessary to maintain, repair, or replace same, or to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; and (z) to do and perform such other acts in and to the Facility as the Authority shall determine to be advisable.

e) Further, and without limiting (c) and (d) above, the Authority reserves the right to close or otherwise limit access to the Facility due to safety concerns or emergency situations, in which event the Authority will have the right to lock or otherwise prevent access to the Facility and prohibit or otherwise limit the Operator and its customers any and all access thereto with or without notice. In such event, the Authority will have no liability to the Operator or its customers for any lost profits, damages, or otherwise.

## **ARTICLE 10. OPERATOR'S ORGANIZATION.**

### **10.01 General Warranty**

The Operator warrants and represents that it is financially sound and responsible

and experienced in and competent to perform the type of Services required hereunder. The Operator further warrants and represents that it is familiar with all Applicable Laws, and with the content of this Agreement and all documents referred to herein, and the nature of the Services to be provided and with all other circumstances and conditions pertinent to the performance of its obligations hereunder.

#### **10.02 Personnel**

a) The Operator shall hire and employ competent employees in a sufficient number to perform the Services in a professional, neat, clean and orderly manner, and shall adopt methods and procedures so as to keep the Facility in a neat and orderly condition.

b) The Operator shall furnish to the Authority an integrated organization chart containing the names of key personnel that will work at the Facility and/or manage the Services (the “Key Persons”). The organization chart shall include the allocation of key employees to specific tasks. The Operator shall provide the Authority with a revised organization chart and professional biographies whenever it makes changes to the organization chart or to the employees assigned to provide the Services. ***The Authority, in its sole discretion, may request that key personnel appear for an oral interview prior to receiving the Authority’s approval to work at the Facility.*** Prior to assigning or changing personnel or functions within the organization chart, the Operator must receive written approval from the Authority. All persons employed by Operator to perform the Services shall at all times be and remain employees of Operator. Operator shall be solely responsible for compliance with all employment related laws, and shall be solely responsible for all payroll, withholding, health benefits

and all other benefits.

c) The Operator shall furnish to the Authority, within seven (7) working days, after notification to the Authority that a Key Person is unable to continue performance, the name of the person proposed to be substituted for the person unable to continue, together with a professional biography and any additional information the Authority may require to judge the experience and competence of the proposed substitute person. The Authority must approve the proposed substitute person prior to that proposed person assuming that position.

d) In the event that, in the opinion of the Authority, the performance of any personnel of the Operator is unacceptable or that the performance of any personnel of any Licensee, which has entered into a Facilities License Agreement for the use of the Facility, is unacceptable, after notice to the Operator of the unacceptable performance, such person(s) shall cease to be assigned to the Facility. The Operator shall remove personnel within fifteen (15) days after receipt of notice from the Authority.

e) The continued assignment by the Operator or any Licensee, after notice by the Authority, of any employee not properly qualified, or found to be completing the Services in an unsatisfactory manner or contrary to the specifications, or who is disorderly, or who shall work in any unsafe manner shall be cause for termination of this Agreement, or of any Facility License Agreement as applicable, by the Authority. The Division Manager, Patron Services, shall be immediately notified in writing of the termination of any Key Personnel of the Operator, regardless of the reason for such action.

### **10.03 Accounting and records**

a) The Operator shall set up, keep, and maintain in accordance with generally accepted accounting principles (GAAP) during the Term and for seven (7) years after expiration, termination, or revocation date thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Operator at, through, or in any way connected with or related to the operation of the Facility and performance of the Services, including but not limited to, expenses associated with the operation and maintenance of the Facility, and all matters relating to the charges payable to the Authority or collected by the Operator, including without limitation, all Facility License Agreements, Parking Fees, Bus Egress Fees, [vending revenues] and such additional information as the Authority may from time to time require. The Operator shall permit, during ordinary business hours during the Term and for seven (7) years thereafter, 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 Operator, or which owns or controls the Operator if said company performs services similar to those performed by the Operator anywhere in the State of New Jersey (each a “related company”).

b) Any sales tax imposed upon and added to the retail price of services collected by the Operator shall be excluded from Gross Revenues reported to the Authority.

c) The Operator shall furnish to the Authority monthly detailed unaudited reports of Gross Revenues and Expenses for the previous month, the components

thereof to include but not be limited to the number of sales of daily and monthly parking passes and Bus Egress and Parking Fees collected. The report shall be in a format that is acceptable to the Authority and submitted by the 20<sup>th</sup> day of the following month.

d) Within sixty (60) days after each year of operation, the Operator shall furnish to the Authority a statement of Gross Revenues and Expenses from the Services at the Facility certified by its Chief Financial Officer or Certified Public Accountant.

Where practical, all the foregoing records shall be maintained in a location situated in the State of New Jersey. If any of the records are maintained outside that location, Operator may send copies of same to a suitable location in New Jersey within a reasonable time period following a request by the Authority. If the Authority's auditor wishes to inspect original records maintained outside the State of New Jersey, the Operator [at its option,] may have same delivered to its offices within the State of New Jersey or may pay the additional, reasonable costs of the auditor to travel to the location where the records are maintained.

e) In no event shall such books and records be disposed of or destroyed during the pendency of any dispute or claim between the Authority and Operator with regard to this Agreement and/or the Services provided hereunder.

## **ARTICLE 11. LIABILITY.**

### **11.01 Indemnification**

a) The Operator agrees to defend, indemnify, save and hold harmless the Authority, its officers, commissioners, directors, employees and agents (the "Indemnified Parties") 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 to or of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death to or of the officers, agents and employees of either the Operator or the Authority), resulting from the use or occupancy of the Facility by Operator or any Licensee, the Operator's performance of the Services, or resulting from any act or omission or from the willful misconduct of the Operator, Licensee or of any of their officers, agents, subcontractors or employees that arise out of or are in any manner related to the subject matter of this Agreement, excluding only claims caused solely by the sole negligence of the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

b) The Operator hereby covenants and agrees to indemnify the Indemnified Parties against all loss of money or other property, real or personal, belonging to the Authority, or in which the Authority has a pecuniary interest, or for which the Authority is legally liable, or which is held by the Authority in any capacity whether the Authority is legally liable therefore or not, occasioned through robbery, burglary, theft, larceny, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or fraudulent or otherwise dishonest act or acts, committed by any one or more of the officers, employees or agents of the Operator, acting alone, directly or in collusion with others, during the effective period of this Agreement.

### **11.02 Non-Liability of Authority**

a) The Authority shall not be liable for (and the Operator shall make no claim for) any property damage or personal injury which may be sustained by Operator or any other person as direct or indirect consequence, or in any way arising out of the Operator's performance of its obligations hereunder, including but not limited its obligations to maintain or repair the Facility or any portion thereof, in accordance with this Agreement, and in particular, Section III of the RFP; by reason of the weather conditions; resulting from the carelessness, negligence or improper conduct on the part of the Operator, any tenants, and/or any agents, employees, guests, licensees, including without limitation Licensees, invitees, subtenants, assignees or successors of the Operator; or attributable to any interference with, interruption of or failure, beyond the control of the Authority.

b) The Operator shall give the Authority prompt written notice of the occurrence of any event that may give rise to a claim pursuant to this Article. The Operator shall indemnify the Authority from any Liabilities and expenses (including legal fees) suffered or incurred in connection with the matters referred to in this Article.

c) The Operator assumes full responsibility for the all equipment employed in performing the Services hereunder and agrees to make no claims against the Authority for damages to such equipment from any cause whatsoever.

### **11.03 Personal Liability**

Neither the members of the Authority nor any officer, commissioner, director, agent, or employee thereof, shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any

breach thereof.

#### **11.04 Liability of Operator**

Neither the requirements of the Authority under this Agreement, nor approval of the Authority of the methods of furnishing the Services hereunder, nor the failure of the Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing Services hereunder, nor the failure of the Authority to direct the Operator to take any particular precautions or to refrain from doing any particular thing shall relieve the Operator of its liability for injuries to persons or damage to property arising out of its operations.

#### **11.05 Force Majeure**

Neither the Operator nor the Authority shall be liable to each other for any failure or delay in the performance of any obligation under the terms of this Agreement due to the occurrence of an event of Force Majeure and no Event of Default shall arise from such failure or delay, provided, however, that the Operator's obligation to pay the Authority hereunder shall not be excused by a Force Majeure Event. The Party whose performance under this Agreement has been affected by the occurrence of an event of Force Majeure shall provide prompt written notice of the cessation of such event of Force Majeure to the other Party. Whenever an event of Force Majeure shall occur, the party claiming to be adversely affected thereby shall, as quickly as possible, use reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under the terms of this Agreement. If the Force Majeure event continues for more than thirty (30) days, then the Authority shall have the right to terminate this Agreement on written notice to Operator, with no liability to Operator for lost anticipated

profits, damages, or otherwise.

## **ARTICLE 12. INSURANCE**

The Operator shall at all times comply with the insurance requirements set forth in Section V of the RFP. Prior to any renewal of this Agreement, the Authority shall have the right to renew and amend (increase) the insurance policies and limits so prescribed. Copies of all policies prescribed in Section V of the RFP, as the same may be amended, will be provided to the Authority upon request.

## **ARTICLE 13. COMPLIANCE BY AUTHORITY AND OPERATOR.**

### **13.01 Compliance with Applicable Law**

The Operator shall observe and comply with all Applicable Laws that affect the management, operation and maintenance of the Facility and the operation of Services at the Facility. The Operator shall comply with, and shall use its best efforts to ensure that all Licensees comply with, all Interstate Commerce Commission (“ICC”) laws, rules, regulations, orders, and directives, including without limitation, licensing and rate filing requirements. The Operator shall also comply with, and shall use its best efforts to cause all Licensees to comply with, any other law, rule, regulation, order or directive of any other governmental entity charged with the responsibility and authority to regulate transportation. The Operator shall terminate the Facilities License Agreement of any Licensee that fails to comply with the terms of this Agreement and/or the Facilities License Agreement, subject to any applicable notice and/or cure periods prescribed herein and/or in the Facilities License Agreement.

### **13.03 Permits and Licenses**

The Operator shall procure any and all required permits, licenses, and approvals, pay all charges and fees therefore, and shall give all notices necessary pursuant to Applicable Law and incidental to the due and lawful prosecution of the Services. The Operator shall provide copies of all required permits, licenses, and approvals to the Authority upon receipt of same by the Operator. The Operator shall ensure that all Licensees have procured all required permits, licenses and governmental approvals pursuant to Applicable Law and have provided proof of same to the Operator, and shall so certify to the Authority within five (5) business days of the execution of any Facilities License Agreement.

### **13.04 Code of Ethics**

The Operator is advised that the Authority has promulgated a Code of Ethics (the “Code”) pursuant to the laws of the State of New Jersey, and the Operator hereby confirms that it has received a copy of said Code. By entering into this Agreement, the Operator agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

### **13.05 Termination In Event Of Condemnation**

If all or any part of the Facility shall be acquired or condemned by eminent domain, the Term of the Agreement shall cease from the date of title vesting in the condemnor and Operator shall have no claim for any losses or the value of its licensee interest.

### **13.06 Marketing and Promotion**

The Authority and Operator will cooperate in the marketing and promotion of the Facility. All such activities shall be at Operator’s sole cost and expense, and any use of

the Authority's name and/or logo shall be subject to the Authority's prior written approval, which may be withheld in the Authority's sole discretion. Upon expiration or earlier termination of this Agreement, Operator shall immediately discontinue any use of the Authority's name or logo for any purpose whatsoever and shall remove the same from all materials, whether in print, on line, or in any other media.

**13.07     Non-Discrimination; Affirmative Action; Equal Opportunity Employment**

a) Operator hereby agrees that the provision of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31. et seq., as amended and supplemented, and the rules and regulations and promulgated pursuant thereunto, are hereby made a part of this Agreement and are binding upon it. The Operator shall 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, nor 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. Operator will not discriminate against any (i) employee or applicant for employment, or (ii) subcontractor or supplier, because of age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Operator will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall

include, but shall 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. Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority Compliance Officer setting forth provisions of this nondiscrimination clause. Where applicable, Operator will, in all solicitations or advertisements for employees, subcontractors or suppliers, placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment or engagement without regard to age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex. Where applicable, Operator will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of Operator's commitments in accordance with this Section 27, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Operator, 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. Operator agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2. Operator agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national

origin, ancestry, marital status, affectation 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. Operator agrees to revise any of its testing procedures, if necessary, to assure that all personnel 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. In conforming with the targeted employment goals, Operator 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, affectation 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.

b) In addition, the Operator agrees to complete the appropriate forms attached as follows:

(a) Mandatory Affirmative Action Language; and

(b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Operator 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 AA-302 form. The Operator acknowledges that the obligations of this Article and Section II(P) of the RFP

are the continuing obligation of the Operator and its Licensees, contractors and subcontractors throughout the Term of this Agreement.

### **13.08 Other Continuing Obligations of the Operator**

The Operator acknowledges the continuing nature of the obligations imposed upon it by Section II of the RFP, specifically its continuing obligations to comply with the requirements set forth in Section II(Q) – Small Business Enterprise Requirements; Section II(R) – Division of Revenue Registration; Section II(S), State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117; and Section II(T), Affidavit of Moral Integrity.

## **ARTICLE 14. DISPUTES.**

In the event of a dispute between the Authority and the Operator as to the interpretation of any term or condition of this Agreement or any obligations hereunder, the Operator shall submit the question to the Authority's Director of Law in writing for decision. The Director of Law will ascertain the facts involved and will render a decision in writing. The Director of Law's decision shall become a legally binding part of this Agreement.

## **ARTICLE 15. DEFAULT AND REMEDIES**

### **15.01 Events of Default**

The following shall constitute an Event of Default under this Agreement:

a) The Operator has defaulted in the payment of any fees or any other charge payable hereunder by the Operator to the Authority on any date upon which the same becomes due, and such default has continued for ten (10) days after the Authority has given to the Operator a written Notice of Default;

b) The persistent or repeated failure by the Operator to: make payment or issue reimbursement of any fees to the Authority, or to operate, maintain, manage, and/or repair the Facility in accordance with the terms and provisions of this Agreement, or its obligations and duties created hereunder and/or by Applicable Law;

c) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of Section 4.02 (Use of Facility), Section 11.01 (Indemnification), Section 11.03 (Personal Liability) or Article 12 (Insurance) herein on the part of the Operator to be kept, observed or performed and such default has continued and has not been remedied by the Operator within forty-eight (48) hours after the Authority has given to the Operator a written notice specifying the same;

d) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of this Agreement on the part of the Operator to be kept, observed or performed (other than a default of the character referred to in clauses (a), (b) and (c) of this Section), or if the Operator has violated any Applicable Law, and such default has continued and has not been remedied by the Operator within ten (10) days after the Authority has given to the Operator a written notice specifying the same; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such ten (10) day period, shall not give rise to the Authority's right to terminate this Agreement as provided herein, if the Operator commences diligent efforts to remedy such failure within such ten (10) day period and the failure is diligently pursued until the failure is remedied, provided that in no event shall such cure period continue beyond thirty (30) days from

the Authority's initial notice absent express approval from Authority. Further if notwithstanding Operator's diligent efforts the breach has not been remedied within thirty (30) days, then the Authority may terminate the Agreement for cause as herein provided;

e) The Operator has abandoned, deserted, vacated or discontinued its operations at the Facility for any reason whatsoever;

f) The Operator is adjudicated a bankrupt, insolvent or is placed in receivership, or should proceedings be instituted by or against the Operator for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Agreement or the estate of the Operator hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law and/or such proceeding is not terminated or discharged within 60 days;

g) If any representation and/or warranty made by the Operator shall prove to be false and/or misleading in any material respect and the legality of this Agreement or the ability of the Operator to carry out its duties and obligations under this Agreement is thereby adversely affected.

#### **15.02 Remedies**

Whenever an Event of Default has occurred and is continuing, the Authority may, at its option, immediately and without prior notice of such Event of Default, except if notice is otherwise required herein, invoke any or all of the following remedies together with any other remedies available at law or in equity:

a) The right to terminate this Agreement;

b) The right to specific performance, an injunction or any other appropriate

equitable remedy;

c) The right to seek money damages from a court of competent jurisdiction;

d) The right to use all or part of the security deposit submitted by the Operator to reimburse the Authority for unpaid fees or any other costs or damages;

e) The right by force or otherwise, to re-enter the Facility to have and again possess and enjoy, without being liable for prosecution therefore or for damages;

f) The right to replace the Operator as the manager and operator of the Facility; and/or

g) The right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise without liability for damages.

Nothing contained herein shall be construed as limiting or precluding the recovery by the Authority against the Operator of any sums or damages to which the Authority may lawfully be entitled by reason of any default hereunder on the part of the Operator.

#### **15.03 Remedies Cumulative; Non-Waiver by Authority**

a) The various rights, remedies, options and elections of Authority, expressed herein, are cumulative, and the failure of the Authority to enforce strict performance by the Operator of the condition and covenants of this Agreement to exercise any election or option or to resort or have recourse to any remedy herein conferred, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment of any present or future right of the Authority to enforce the strict performance of any such conditions and covenants or the recourse to any remedy, option or election herein, rather, same shall continue in full force and effect.

b) No acceptance by the Authority of fees, charges or other payments in whole or in part for any period or periods after a default of any term, condition, covenant or condition under this Agreement, shall be deemed a waiver of any right on the part of the Authority to terminate the Agreement.

c) No waiver by the Authority of any default on the part of the Operator in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Operator shall be or be construed to be a waiver by the Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions of this Agreement.

d) In any action to enforce this Agreement, the Authority shall be entitled to recover, in addition to, and not in lieu of, any other relief or remedy awarded to it, all costs and attorneys' fees so incurred.

#### **15.04 Forfeiture**

If the Operator or any agents of the Operator, employees, or representatives shall give, offer to give or promise to give or pay, either directly or indirectly, any money, property, entertainment, or other valuable thing to secure the award or execution of this Agreement, to any employee of the Authority, or to any agents of the State for any reason, purpose, cause, or as an indictment, bribe or required for doing or omitting to do any act, or for showing any favor or disfavor in relation to the Agreement, the making of such gifts, offer to give, inducement, or promise, shall constitute a violation of the Agreement. Upon proof to the Authority of such violation this Agreement shall be deemed void ab initio and the Authority shall immediately take possession of the Facility.

## **ARTICLE 16. JURISDICTION AND AUTHORITY OF THE STATE POLICE.**

a) Traffic on the Turnpike is under the direct supervision and control of the State Police who will enforce all laws including the Authority's established "Regulations Relating to the Control of Traffic on the New Jersey Turnpike," (the "Regulations"). The Authority's regulations are found at N.J.A.C. 19:9-1 et seq.

b) If the State Police should observe any hazardous condition connected with or related to the Operator's performance of its obligations hereunder, or of any violation of the Regulations they will notify the Operator and the Authority and all work related to such hazardous condition or violation shall immediately be stopped and prompt remedial action shall be taken by the Operator. All costs incurred as a result of this action, and of all remedial action required, shall be borne entirely by the Operator without recourse against the Authority or State Police.

c) In the event the Operator encounters the loss, or suspected loss, of revenue at any location specified in this Agreement, the party discovering same shall immediately report the fact of such loss and the circumstances relating thereto immediately to the Authority and, on the Authority's approval, to the State Police.

d) Failure to stop all work related to any hazardous condition observed by the State Police or the Authority or the failure to promptly remediate any violation of the Regulations observed by the State Police or the Authority or the failure to remediate any hazardous condition observed by the State Police or the Authority are each Events of Default subject to the remedies established in Article 15.

## **ARTICLE 17. INQUIRIES AND NOTICES**

All inquiries and notices with regard to the Agreement should be addressed in

writing and sent by Certified Mail, return receipt requested, or by overnight courier to:

If to the Authority:

James D. Carone, Deputy Executive Director  
and  
Erika Vargas-Garrison, Manager Patron Services  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095;

with a copy to:

Director of Law  
New Jersey Turnpike Authority  
P.O. Box 5042  
Woodbridge, New Jersey 07095]

If to the Operator:

with a copy to:

## **ARTICLE 18. GENERAL CONDITIONS.**

### **18.01 Parties Bound**

This Agreement is to be binding upon the Authority, its successor or assigns, and upon the Operator, its successor(s) or permitted assignees or permitted transferees.

### **18.02 Entire Agreement**

This Agreement, together with all the attached Exhibits 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 of this Agreement. This Agreement shall be interpreted in accordance with the order of precedence established in Article 3 herein.

#### **18.03 Severability**

If any provision or portion of this Agreement shall be held invalid by a court of competent jurisdiction, the invalid portion shall be considered deleted herefrom and shall not invalidate the remaining provisions of the Agreement, which shall remain in full force and effect.

#### **18.04 Modifications**

This Agreement may be modified only by the written agreement of the Authority and the Operator.

#### **18.05 Governing Law**

The terms of this 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 this Agreement shall be brought only in the Superior Court of the State of New Jersey, to which exclusive jurisdiction both parties hereto hereby agree to submit.

#### **18.06 Independent Contractor**

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 Operator is performing the Services as an independent contractor.

#### **18.07 Assignment**

This Agreement, or any part thereof, shall not be assigned or subcontracted by the Operator, without the specific prior written permission of the Authority, in its sole

discretion. Any attempted assignment without such prior permission shall be null and void. For purposes of this provision, and assignment shall include a change in control of the voting equity of Operator, a sale of all or substantially all of Operator's assets, a merger by law, or a reorganization by which Operator is not the surviving entity.

#### **18.09 Foreign Corporation**

The Operator agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of State 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 this Agreement.

#### **18.10 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 this Agreement.

#### **18.11 Negotiated Agreement**

This Agreement embodies the terms and conditions of a negotiated agreement between the Authority and the Operator; each has had an opportunity to confer with counsel; and each acknowledges that no presumption shall arise against the other as a proponent or drafter of any language in this Agreement.

#### **18.12 Division of Revenue Registration**

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Consultant 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 Consultant first provides

proof of valid business registration. The Consultant 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.

#### **18.13 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.

#### **18.14 Applicable Laws**

The Consultant shall perform the Services in compliance with all applicable Federal, state, and local laws, ordinances, rules, regulations and orders.

[the rest of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

**ATTEST:**

**NEW JERSEY TURNPIKE AUTHORITY**

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

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

[Corporate Seal]

APPROVED:

\_\_\_\_\_  
Director of Law

**WITNESS OR ATTEST:**

\_\_\_\_\_ BY: \_\_\_\_\_

[Corporate Seal]

Exhibit A  
RFP

# Exhibit B-1 As-Built Drawing

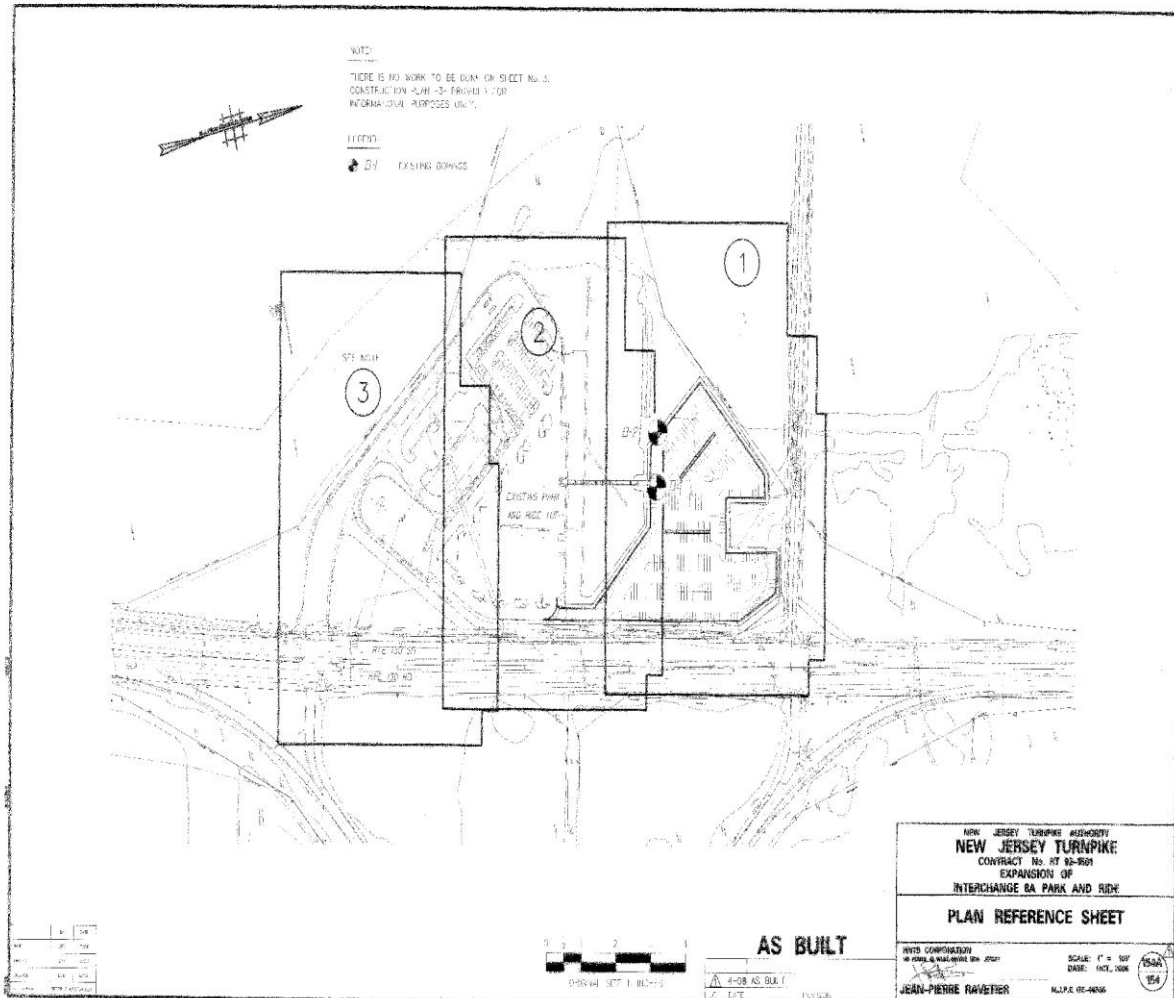


Exhibit B-2

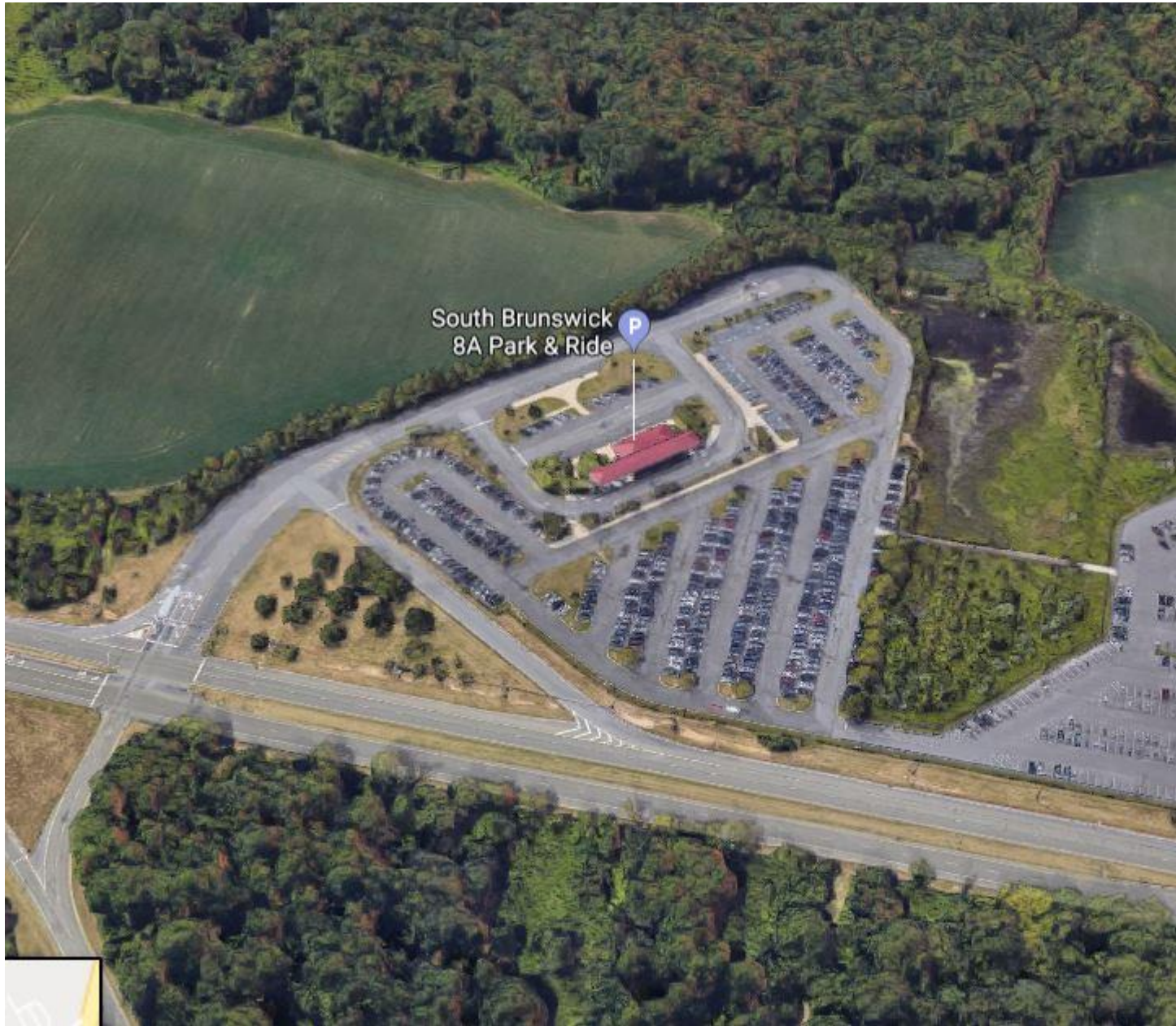


Exhibit C  
Facility License Agreement

**FACILITIES LICENSE AGREEMENT**

This facilities license agreement ("License") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, a \_\_\_\_\_ corporation, with an address at \_\_\_\_\_, ("Operator"), and \_\_\_\_\_ a Corporation of the State of \_\_\_\_\_ located at \_\_\_\_\_ ("Licensee").

**RECITALS**

WHEREAS, the New Jersey Turnpike Authority ("Authority") has constructed a facility at Interchange 8A located at Route 130 and Friendship Road in South Brunswick, New Jersey which facility is depicted in the as built drawing attached hereto as Exhibit A attached hereto and incorporated herein by reference ("Facility"), for the purpose of conducting a commuter park and ride operation; and

WHEREAS, the Operator has a Management Agreement with the Authority to operate and maintain the Facility for and on behalf of the Authority for a term of three years, beginning \_\_\_\_\_, 2019, which may be extended for two additional one-year terms at the discretion of the Authority; and

WHEREAS, the Licensee desires to access and use the Facility for the purpose of providing bus services to patrons of the Facility and Authority and Operator are willing to permit such use of the Facility, subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**Article I. Incorporation of Recitals**

**1.01 Incorporation of Recitals**

The recitals set forth above are incorporated by reference as if fully set forth herein.

**Article II. Facilities**

**2.01 Grant of Use and Access**

The Operator hereby grants, and licensee hereby accepts, this License for the non-exclusive access to the Facility, subject to the terms and conditions of this License, and to all applicable laws, regulations, rules, codes, ordinances, and executive orders, solely for those purposes set forth herein and for no other purpose. This License shall not be construed to grant or convey any

interest or right in real property.

## **2.02 Use of Facility**

The Licensee shall be allowed the non-exclusive use of the Facility solely for the purpose of operating bus or van services pursuant to the applicable schedule then in effect under this Agreement for and selling tickets to patrons of the Facility. The ticket booths will be open and staffed by the Licensee on weekdays between the hours of 5:30 a.m. and 10:00 a.m., at a minimum. In addition, the Licensee shall staff the Facility with an additional employee (known as a “starter”) who will coordinate scheduling during all times when the ticket booths are staffed and open.

As long as space permits (which shall be determined in the sole discretion of the Operator), the Licensee shall have ready and convenient access to the loading and queuing areas of the Facility designated for the Licensee, subject to the requirements of the Operator. The Operator may change the areas designated for the Licensee in its sole discretion upon ten (10) days written notice to the Licensee.

## **2.03 Non-Exclusivity**

Nothing granted herein shall be construed as an intention to grant, or as a grant of, any rights of an exclusive nature or paramount to any rights, permits or licenses heretofore or hereafter granted or conveyed by the Authority and the Operator. The Licensee understands that other companies providing bus or van services will be granted access to and the use of the Facility.

## **2.04 Present Condition of the Facility**

The Licensee, by executing this License, accepts the Facility in an “as is” condition. The Authority makes no warranty, either express or implied, as to the condition of the Facility or that the Facility will be suitable for the Licensee’s purposes or needs.

## **2.05 Licenses, Permits and other Government Approvals**

The Licensee shall obtain all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the Facility and the operation of bus services there from. In the event the Licensee no longer possesses or allows to lapse the necessary licenses, permits, or other authorizations in connection with the use of and access to the Facility, the Licensee shall immediately notify the Operator. The Operator shall have the right to terminate this License if the Licensee does not promptly produce evidence to the Operator that any lapse or cancellation of any necessary licenses, permits or other authorizations has been rectified.

## **2.06 Operations**

The Licensee shall be responsible for any and all charges incurred in connection with its

operations. The Licensee shall further promptly restore and replace at its sole cost and expense any portion of the Facility damaged as a direct or indirect result of the Licensee's operations. The Licensee shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible for any maintenance resulting from the Licensee's operations, including but not limited to cleaning ticket sales areas and gasoline or oil spills. Notwithstanding the foregoing, the Licensee shall not perform any maintenance on buses at the Facility whatsoever, except in the case of an emergency when an inoperable or stalled bus is blocking lanes and must be moved. Any such stalled or inoperable bus must be moved out of through lanes or traffic areas within thirty (30) minutes of breakdown. Any emergency service or maintenance must be pre-approved by the Operator and must be performed in an area that will not block through lanes for buses, or parking for customers, or traffic lanes, or exit lanes. Any losses incurred as a result of service or maintenance performed in unauthorized areas or in an untimely manner are the responsibility of the Licensee.

## **2.07 Non-assignment**

This License is personal and is granted solely to the Licensee and solely for the purposes stated herein. The Licensee shall not assign or subcontract any of its rights or interests under this License to any other party without the advanced written consent of the Operator. Any attempted assignment without such consent shall be void and without effect as to the Operator and the Authority.

## **Article III. Duration of License**

### **3.01 Duration of License**

This License is revocable at will by the Operator or the Authority, with or without cause, provided the Operator or the Authority first gives Licensee thirty (30) days written notice in accordance with the terms and conditions hereof. In the event the Licensee no longer possesses the necessary licenses, permits, or other authorizations in connection with the use of and access to the Facility, if the Licensee is no longer using this Facility for the purposes set forth in Section 2.02 herein, or if the Licensee defaults on any other term or provision herein, the Operator may revoke this License upon three (3) days notice. The duration of the License shall not exceed the earlier of three (3) years from the date of issuance, or the termination of the Operator's Management Agreement with the Authority.

### **3.02 Cessation of Operations**

The Licensee shall provide the Operator with written notice no less than thirty (30) days prior to ceasing its operations at the Facility. The Licensee shall not cease its operations within the first six (6) months following the effective date of the License.

## **Article IV. Payment of License Fees**

### **4.01 Basis of Payment**

The Licensee shall pay to the Operator, following the effective date of this License, a fee of \$10.00 per bus departure.

#### **4.02 Bus Fee Commitment**

From the effective date of this License, the Licensee shall operate its bus services from the Facility in accordance with the schedule of services, attached hereto as Exhibit B and incorporated herein by reference, and shall pay to the Operator, at a minimum, bus departure fees for each bus scheduled to depart from the Facility. After the effective date of the License, the Licensee may change its schedule provided that adequate space is available to accommodate the change. The determination of whether adequate space exists shall be made by the Operator in its sole discretion and requests for changes may be rejected for any reason. The Licensee shall notify the Operator no less than thirty (30) days in advance of any proposed future modification.

#### **4.03 Place of Payment**

All amounts due from the Licensee hereunder shall be paid to \_\_\_\_\_ at . The Licensee shall not abate, suspend, postpone, set-off, or discontinue any payments of fees payable hereunder.

### **Article V. Insurance and Indemnity**

#### **5.01 Insurance**

The Licensee shall procure and maintain, at its own expense insurance for liability for damages imposed by law and assumed under this License Agreement, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Licensee shall furnish to the Operator a certificate or certificates of insurance (together with declaration pages if requested by the Operator) in a form satisfactory to the Operator showing that it has complied with this article. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given to the Operator and the Authority.

In addition to provision of same to the Operator, all certificates and notices of cancellation change shall, upon request by the Operator or the Authority, also be mailed to: Division Manager, Patron Services/Business Development, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5050. Upon request, the Licensee shall furnish the Operator or Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Licensee fails or refuses to renew any insurance policy required herein, or if said policy is canceled or modified so that the insurance does not meet the requirements contained herein, Operator may terminate this License Agreement.

Insurance coverage in the minimum amounts set forth herein shall not relieve the Licensee of any liability which may exceed that amount, nor shall it preclude the Operator from

taking such other actions as are available to it under any provision of this Agreement or otherwise at law or equity.

The Licensee shall provide the following types and minimum limits of insurance as follows:

1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$5,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$5,000,000
General Aggregate.....	\$5,000,000
Products Aggregate.....	\$5,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name the Operator, and Authority, its Commissioners, officers, employees, and agents as additional insured(s). The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of coverage restrictions related to work conducted within fifty (50) feet of a railroad, Products, Completed Operations, X.C.U., and Independent Contractors Coverage(s). With respect to Products, Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the License Agreement.

2. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$5,000,000.

This policy shall name Operator and the Authority, its Commissioners, officers, employees and agents as additional insured.

3. Workers Compensation and Employers' Liability Insurance

Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

**5.02 Certificate and Endorsement Requirements**

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Operator.
2. All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority and the Operator.
3. Satisfactory evidence of the above insurance coverage, setting forth any exclusions or deductible clauses and including any special endorsements shall be forwarded by the Licensee to the Operator for approval prior to the execution of this License Agreement by the Operator. The Operator's failure to approve or disapprove insurance coverage by the Licensee shall not release the Licensee of any and all responsibility for liability damage and accidents as set forth herein.
4. The Operator may allow certain deductible clauses which it does not consider excessive or overly broad. Standard exclusions shall be allowed provided they are not inconsistent with the requirements of this License. Allowance of any additional exclusions shall be in the sole discretion of the Operator. Regardless of the allowance of exclusions or deductions by the Operator, the Licensee shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes and as imposed by law.

Due to future changes in economic financial and/or insurance market conditions the Operator at its discretion may modify the above stated insurance requirements.

**NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE LICENSEE ARE SPECIFIED HEREIN, THE LIABILITY OF THE LICENSEE SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE OPERATOR FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE LICENSE AGREEMENT OR OTHERWISE IN LAW.**

### **5.03 Indemnity**

Licensee agrees to defend, indemnify, save and hold harmless the Authority, its Commissioners, officers, agents and employees and the Operator, its officers, agents and employees, 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 any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Licensee, Operator or the Authority), resulting from any act, omission or willful misconduct of the Licensee or of any of its officers, agents, subcontractors or employees in any

manner related to the subject matter of the License Agreement. The obligations in this Section shall survive the termination, expiration or rescission of the License Agreement.

## **Article VI. Compliance**

### **6.01 Compliance with all Laws**

The Licensee shall observe and comply with all applicable Federal, state, and local laws, statutes, ordinances, and executive orders including but not limited to those set forth below, and shall pay all taxes and obtain and maintain in full force and effect all licenses, certificates, and other authorizations required by such laws, statutes, ordinances and executive orders, all at its sole cost and expense.

The Licensee shall comply with all laws, rules, regulations, orders and directives of the Interstate Commerce Commission and any other governmental entity charged with the responsibilities to regulate transportation, including, without limitation, licensing and rate filing requirements.

### **6.02 Compliance with all Authority Rules and Regulations**

The Licensee shall obey all rules and regulations governing the conduct and operations of the Turnpike and Facility promulgated from time to time by the Authority. The Authority's regulations are found at N.J.A.C. 19:9-1 et seq. The Licensee shall also comply with all rules, regulations, operational and scheduling requirements imposed from time to time by the Operator for the smooth operation of the Facility.

### **6.03 Code of Ethics**

The Licensee is advised that the Authority has adopted the New Jersey Uniform Ethics Code which is attached hereto as Exhibit C. By entering into this License, the Licensee agrees to be subject to all provisions and the intent of said code.

### **6.04 EEO/Affirmative Action**

The Licensee agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal 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, affectional or sexual orientation, or handicap.

## **Article VII. Notices**

### **7.01 Notices**

Any notice required pursuant to this License shall be mailed, sent via overnight mail or personally delivered to the respective parties at the following address:

If to Operator: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If to Licensee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mail, postage prepaid and properly addressed; and (c) it sent by overnight delivery service, twenty-four (24) hours after confirmation of delivery

## **Article VIII. General Conditions:**

### **8.01 Applicable Law**

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of New Jersey. The Licensee agrees to file any and all actions in connection with disputes under this License in the Superior Court of New Jersey, Middlesex County.

### **8.02 Severability**

If any provisions of this License shall be held invalid by a court of competent jurisdiction, the invalid portion shall be considered deleted here from and shall not invalidate the remaining provisions of the License which shall remain in full force or effect.

### **8.03 Amendments**

No changes, amendments, modifications, or discharge of this License, or any part thereof, shall be valid unless in writing and signed by the authorized agents of the Licensee and the Operator.

### **8.04 No Personal Liability**

No official, employee, or agent of the Operator or the Authority shall be charged personally by the Licensee, its officials, employees, agents, or contractors with any liability or

expenses of defense or be held personally liable to them under any term or provision of this License, or because of the Operator's or the Authority's execution or attempted execution of this License, or because of any breach of this License Agreement.

#### **8.05 Entire Agreement**

This License, and the Exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the Operator and the Licensee and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this License that are not expressly addressed herein.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above.

**ATTEST:**

\_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_

[CORPORATE SEAL]

**ATTEST:**

**LICENSEE**

\_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_  
NAME:  
TITLE:

[CORPORATE SEAL]

Exhibit D  
Form of Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_,

duly organized under the Laws of the \_\_\_\_\_  
(An individual, a partnership, a corporation)

State of \_\_\_\_\_ and having a usual place of \_\_\_\_\_

\_\_\_\_\_ at \_\_\_\_\_ as

Principal, and \_\_\_\_\_ a

corporation duly organized under the Laws of the State of \_\_\_\_\_ and duly  
authorized to do business in the State of New Jersey and having a usual place of business at

\_\_\_\_\_, as Surety, are holden and stand firmly

bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of

\_\_\_\_\_ lawful money of the United States of America, to and for the  
true payment whereof we bind ourselves and each of us, our heirs, executors, administrators,  
successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named

Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, enter into a contract with the

Obligee, New Jersey Turnpike Authority generally described as follows: \_\_\_\_\_

\_\_\_\_\_ which said contract is made part of this Bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of laborers and other beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender of other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of laborers and any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as, for the Obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said Surety on its bond, and the Surety hereby waives notice of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this \_\_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_\_\_\_.

WITNESS OR ATTEST:

\_\_\_\_\_  
[CORPORATE SEAL]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PRINCIPAL

WITNESS OR ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
[CORPORATE SEAL]

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
SURETY

## 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.