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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
REDISTRIBUTION OF STREAMING TRAFFIC VIDEO  
RM-153850**

**NOVEMBER 12, 2019**

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## SECTION I -- INTRODUCTION

Enclosed herewith is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“Authority”) for a media distribution provider to redistribute streaming traffic video feeds from the Authority’s and New Jersey Department of Transportation’s (“NJDOT”), traffic cameras (as further described in Section III, the “Services”). The Successful Proposer(s) will compensate the Authority for access to the video feeds.

The Successful Proposer (as hereinafter defined) will be awarded a contract (the “Services Agreement”) for a term of three (3) years, with the option to extend for two (2) one –year terms at the Authority’s sole discretion.

The Authority will be the lead agency for this RFP as the agency that maintains and administers the Statewide Traffic Management Center (“STMC”) located in Woodbridge, New Jersey where access to the traffic video feeds must be obtained. The Authority will coordinate with NJDOT for respective input in evaluating this RFP. In addition, the Authority seeks information from interested parties on the technical approach they propose to use to physically connect to the Authority/NJDOT video equipment in order to obtain these video feeds. The Authority also requests information concerning ways to increase the level of partnership between the Authority and proposers to this RFP in the delivery of travel information and transportation safety to the public. After evaluating proposals (“Proposals”) to this RFP, the Authority intends to allow access to video feeds at the STMC by entering into one or more Service Agreement(s) that comply with the requirements of the RFP.

The Authority seeks 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. Inquiries**

**ONLY type-written** inquiries concerning the RFP will be accepted. They should be directed to 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 **4:00 PM E.T., November 26, 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.**

**C. Closing Date**

One (1) original and seven (7) 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 **4:00 PM E.T., December 10, 2019** addressed to: Director, Procurement and Materials Management Department as follows:

Regular Mail  
New Jersey Turnpike Authority  
P. O. Box 5042  
Woodbridge, NJ 07095

OR Federal Express or Other Overnight Delivery  
New Jersey Turnpike Authority  
One Turnpike Plaza  
Woodbridge, NJ 07095

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

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

**D. The Proposals**

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

**E. Proposer vs. 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.)

**F. Signatures**

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

**G. Incurring Costs**

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

**H. Addendum to RFP**

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

**I. Acceptance of Proposals**

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

**J. Rejection of Proposals**

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

**K. Final Agreement**

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

**L. Dissemination of Information**

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

**M. Public Records**

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

**N. News Releases**

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

**O. Affirmative Action**

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

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

Exhibit A – Mandatory Equal Employment Opportunity Language

Exhibit B – Affirmative Action Information Sheet

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

**P. Small Business Enterprises Requirements**

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

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

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

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

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

**Q. Division of Revenue Registration**

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

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

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

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

**S. Affidavit of Moral Integrity**

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

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

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

1. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by *N.J.S.A. 52:13D-13b.* and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by *N.J.S.A. 52:13D-13i.*, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of *N.J.S.A. 52:13D-13g.*
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the State Ethics Commission.
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 State Ethics Commission, 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 State Ethics Commission may promulgate as stated above.

**U. Tolls**

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

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

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

**W. Right To Audit Clause**

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

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

**X. Ownership Disclosure Form**

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

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

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

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

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

**AA. Affidavit of Non-Collusion**

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

**BB. Disclosure of Investment in Iran**

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

**CC. Liabilities to the Authority**

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

**DD. Proposal Schedule**

Closing Date for Submission of Inquiries (4:00 PM, E.T.)	November 26, 2019
Closing Date of Receipt of Proposals (4:00 PM, E.T.)	December 10, 2019
Oral Presentation [Tentative]	December 17, 2019
Tentative Commission Approval	January 28, 2020

**End of Section II**

## SECTION III -- SCOPE OF SERVICES

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

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

### B. General Scope

The objective is to make the Authority’s and NJDOT’s traffic surveillance video streams available to the public over various media outlets for a 3-5-year period (if the renewal options are exercised by the Authority and NJDOT). It is expected this solicitation will generate revenue to help offset the Authority’s maintenance expenses related to the video system architecture. All proposals are expected to identify dissemination channels for the following media sources:

- Television (cable, satellite, and/or broadcast)
  - Web development
  - App development for mobile devices (smart phones and other handheld devices)
1. The Successful Proposer shall be responsible for any and all conversion hardware, software, transport, security, communications, advertising, and any other support to deliver video content to the distribution channels from the Authority, currently located at the Authority’s STMC in Woodbridge, NJ.
  2. The Authority and NJDOT will initially make available a predefined number of 100 video cameras statewide, which monitor the flow of traffic on New Jersey Roadways.
  3. The proposal should address adding additional video feeds during the term of the agreement as the Authority and NJDOT continue to expand their infrastructure.
  4. The Authority views such redistribution of traffic video as supporting the Authority’s and NJDOT’s goal for wider dissemination of travel information.

5. The Authority, through its own means, may share video feeds with its patrons, federal, state, and local agencies, as well as other agencies whose goal is to improve transportation information in the area.
6. The proposed network design is included in this RFP as Diagram A.
7. The Authority and NJDOT is not responsible for uptime or response time for any agency owned equipment which may fail or become unavailable for any reason during the term of this contract.
8. The proposal should include guaranteed uptime and response time (in hours) to any equipment, on or off premise, which belongs to the media distributor and is used to distribute video.
9. The proposal should also propose a governance model on how to expand video feeds via marketing campaigns, in addition, to hosting regular meetings to manage the partnership between the three parties.
10. The Successful Proposer(s) shall report for purposes of these Services to the Authority's Chief Information Officer and/or his designee.

### **C. Detailed Scope**

The Authority has identified the following requirements associated with granting access to its traffic video feeds under this RFP:

1. Access to the video feeds from the STMC will be on a non-exclusive basis to encourage as wide a distribution of this important form of travel information as possible. Those proposing to connect into STMC video equipment must do so in such a way that does not physically preclude viewers, individuals or companies, from receiving the same feed either directly or indirectly. The Authority and NJDOT should be aware of all parties and reserves the right to allow or disallow access.
2. All proposals must include a single, standard 42U, cabinet layout with non-excessive power requirements. There are space limitations at the STMC which may prevent the Authority from providing access to the video on an individual party basis. In addition, the Authority has concerns about administrative, operational, and maintenance issues which may arise from multiple connections.
3. A detailed security design is required as part of the proposal which outlines all security hardware and software, as well as standard operating security procedures. In addition, any other 3<sup>rd</sup> party security companies which monitor or are on call for security incidents should be highlighted, as well as information pertaining to cyber security insurance policies. Part of the security reviewing includes discussions on anti-scraping technology in use by the proposer.

4. A technical design is also required as part of the proposal. Access to the video feeds at STMC is expected to cause minimal disruption to the administrative function of the STMC, and no disruption to the traffic management activities of the STMC. Technical approaches, equipment, and practices must adhere to generally accepted industry standards and best practices for the sharing of video feeds.

Specific video streams will be interrupted on a periodic basis to exclude content not appropriate for public distribution. All proposals must include:

- a. Integration with the current software platforms used by the Authority and NJDOT. The Authority uses “Genetec Security Center 5.7 SR 1 Center and NJDOT uses Genetec Omnicast 4.8 (NJDOT).” Both software platforms have a “disrupt video feed” feature which the proposed system must accept, thus eliminating any extra steps for the operator.
  - b. As a failsafe, the proposal must include details of a simple method for operations personnel in the STMC to interrupt distribution of one or more video streams from within the proposed platform. Proposals will define both technically and operationally the operation of such a system.
5. In the event the Authority upgrades or migrates to a different video platforms and/or version during the term of the contract the Successful Proposer will have 30 days to implement a solution which meets any new requirement.
  6. The Authority and NJDOT have strict requirements concerning the use of its traffic video that are designed to protect the privacy rights of the public. These requirements are discussed in the Authority Information Security Policy (see Appendix 3) and the NJDOT Video Camera Operations Policy (see Appendix 4). Parties granted access to the traffic video feeds must comply with these policies in their use of the provided video. In particular, individuals or organizations obtaining video must not attempt to determine personal identifying information from the videos, or exploit (e.g., data mine) the videos for purposes unrelated to its redistribution or the development and distribution of travel information.
  7. Parties redistributing video feeds, or distributing travel information derived therefrom, must always provide agency credit as the source of the video feeds.

Credit attribution shall take the following forms:

Redistributed video will have a logo or text incorporated into the video identifying the Authority or NJDOT, as appropriate, as the source of the video. This attribution logo/text will be incorporated into the video image by the party granted access to the video feed. Parties receiving or redistributing video feeds shall not cover, obscure, or hide the logo/text with other graphics, or by cropping the video image.

- a) Video feeds used to develop travel information for dissemination to others shall include an attribution as part of the dissemination message. For example, a spoken attribution

must be included as part of a radio traffic bulletin or a textual attribution must be part of an emailed traffic bulletin. Traffic information developed from the Authority or NJDOT provided video feeds that are to be used solely for the internal purposes of a receiving party, and not for further distribution to others, does not require an attribution message.

- b) Television media displaying the video for traffic and/or other real-time news broadcast shall provide verbal attribution during the broadcast whenever the video is displayed and shall provide a prominent attribution in the corresponding program credits whenever they are presented.
  - c) Video feeds used on a website or mobile app must include a prominent attribution message on the same page as that on which the video appears. In addition, the page containing the video image(s) shall also include a prominent link to the Traveler Information web page [www.NJ511.info](http://www.NJ511.info), or a similar travel information page as specified by the Authority and NJDOT.
  - d) Variations from these attribution requirements must be requested and explained in the Proposal, and as necessary alternate forms of attribution proposed. The Authority and NJDOT will determine if such proposed alternate forms of attribution are acceptable.
8. Proposers shall describe what facilities and resources will be needed to effectively implement their work plan. This should include the Authority and NJDOT staff resources, rack space, power, communications, and format of the video and other interface requirements. These requirements are twofold - at project inception and ongoing.
9. All persons and organizations obtaining video feeds from the STMC will be required to sign an agreement specifying the technical and administrative responsibilities and obligations of both the Authority and the party regarding the availability and quality of video feeds, costs associated with providing or obtaining the feeds, access to and maintenance of any privately-owned equipment installed at the STMC, access to and use of video feeds, and similar issues.
10. The Authority must review and approve all third-party contracts that contain agreement details and pricing, prior to any implementation.
11. Quarterly meetings will be held to discuss current business relationships and technical topics. The Authority, NJDOT, and the Successful Proposer will participate in these meetings.
12. Proposals shall include a 24/7 service desk number which the Authority and NJDOT can report issues. Issues must be responded to within 4 hours, for the exception of a request to block a video feed, must be resolved within 15 minutes of the initial call.
13. Implementation by the Successful Proposer shall be within 30 days of award.

### **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.

### **A. Proposals**

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

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

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

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

**B. Evaluation Factors and Criteria**

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

- |  |               |
|--|---------------|
|  | <u>Points</u> |
| 1. Approach to the Services:   | 20            |
| <p>Evaluation will include quality and soundness of plan, general comprehension of the requirements to provide the specified services and general competence. Each Proposer is expected to provide a preliminary work schedule showing the estimated number of hours by each staff level and the timing of work.</p>   |               |
| 2. Understanding the Authority's needs:  | 15            |
| <p>The Proposal shall include the Proposer's history in performing work similar in scope to the Services required in Section III. Evaluation will include the Proposer's ability to support this project as demonstrated by its proposed staffing given its existing projects, ability to complete specific assignments in timely fashion as demonstrated by similar past projects, compliance with professional errors and omissions insurance.</p> |               |
| 3. Firm Experience:  | 15            |
| <p>Evaluation will include the Proposer's experience providing similar services to other entities, especially governmental or other public agencies. Evaluation will also include review of references and financial records.</p>  |               |

4. Credentials of Team: 10

Evaluation will include qualifications and relevant experience of key personnel, particularly those involved in day-to-day functions. Proposers should highlight experience on similar assignments and comment on the availability of the staff listed.

5. Compensation to the Authority: 40

Evaluation is based on the proposal flat annual/monthly/one-time fee for access to the video feeds. The Proposer which proposes the highest proposed access fee will receive the highest point for this criterion. The Authority will not reimburse the Successful Proposer any fees associated with the Services herein, including but not limited to, professional, administrative and/or clerical fees, out-of-pocket expenses and travel time.

**End of Section IV**

## SECTION V: INSURANCE

### A. Insurance

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

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

guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

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

**Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.

## **B. Additional Requirements**

1. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
2. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the Law Department, New Jersey Turnpike Authority at P.O. Box 5042, One Turnpike Plaza, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-VII or better.
3. Any other insurance carried by Consultant or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.
4. Any other insurance carried by Consultant or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.

5. Prior to commencing any services under this Contract and thereafter upon the Authority's request, Consultant shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
  - a. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds." This statement is not required for the Consultant's workers' compensation and employers' liability insurance, or professional liability insurance.
  - b. Thirty (30) days' notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.
  - c. All policies shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
  - d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: "This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers"
  - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFP, Consultant shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor's name were substituted for any reference to Consultant. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Consultant's policies as an additional insured.
7. It is agreed and understood by the parties that the obligation of the Consultant to obtain and maintain insurance policies required in accordance with this RFP is an essential term of the RFP and that the Authority relies on the Consultant to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this RFP, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of this RFP regarding the provision of insurance coverage by the Consultant.
8. The Consultant shall ensure that the activities to be performed under this RFP do not violate the terms and conditions of any insurance policy which is or may be provided by the Consultant

hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.

9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this RFP. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the Agreement is so suspended, no additional compensation or extension of time shall be due on account of such suspension. Due to future changes in economic, financial, risk and/or insurance market conditions the Authority at its discretion may modify the above stated insurance requirements.
10. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.
11. Terms and Deductibles. The Consultant shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

**End of Section V**

**SECTION VI: CHECKLIST AND EXHIBITS**

**CHECKLIST OF ITEMS**

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

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

	<b>CHECK LIST</b>	
<b>A.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
<b>B.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
<b>D.</b>	<b>OWNERSHIP DISCLOSURE FORM</b>	
<b>E.</b>	<b>VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
<b>F.</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>	
<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE (Recommended with submission, required from Successful Proposer prior to contract award.)</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 thereto, are hereby made a part of the Services Agreement and are binding upon them.

Submitted by:

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

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

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

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

**EXHIBIT B**

**AFFIRMATIVE ACTION INFORMATION SHEET**

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

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

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

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

(OR)

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

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

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

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

(OR)

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

Ss:

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

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

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

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

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

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

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

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

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

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

Sworn and Subscribed to Before Me This

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

(Corporate Seal)

EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

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

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

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

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

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

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

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

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

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

**PART 2**

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

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

**INDIVIDUALS**

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

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

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

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

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

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

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

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

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**EXHIBIT E**

**VENDOR DISCLOSURE FORM**

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

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

a. The location by country where the services under the Services Agreement will be performed;

and

b. Any subcontracting of services under the contract and the location by country where the subcontracted services will be performed.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT F

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

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

**PART 1: CERTIFICATION**

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

**OR**

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the CERTIFICATION below. **Failure to provide such will result in the proposal being rendered a non-responsive** and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

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

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

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

\_\_\_\_\_

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

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

---

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

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

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

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



## State of New Jersey

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

ELIZABETH MAHER MUOIO  
*State Treasurer*

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

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

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

List Date: July 30, 2019

**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.)**

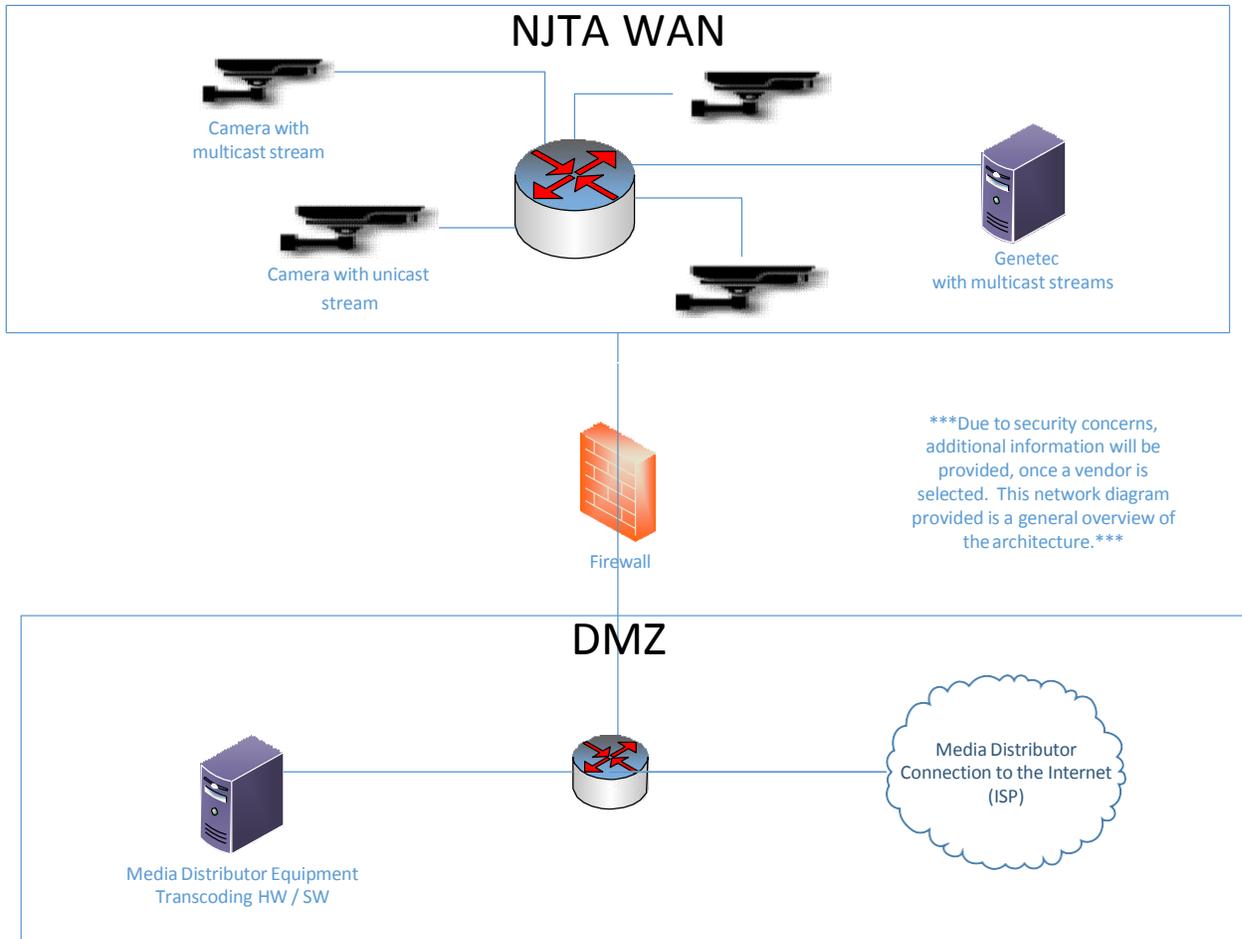
**EXHIBIT M**

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

**EXHIBIT N**

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

**DIAGRAM A**  
**DRAFT NETWORK ARCHITECTURE**



## **APPENDICES**

- 1. Draft Services Agreement**
- 2. State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117**
- 3. Excerpt from New Jersey Turnpike Authority Information Security Policy 5.12**
- 4. NJDOT's Video Camera Operations Policy**

**APPENDIX 1  
DRAFT SERVICES AGREEMENT**

**AGREEMENT FOR REDISTRIBUTION OF STREAMING TRAFFIC VIDEO**

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

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a professional firm with adequate staff and experience to provide the redistribution of streaming traffic video feeds to various third parties, including but not limited to television media outlets; in accordance with a Request for Proposal, dated as of \_\_\_\_\_ (collectively, with all addenda, the "RFP", attached hereto as Exhibit A); and

**WHEREAS**, such professional firm will compensate the Authority for access to the video feeds; and

**WHEREAS**, the Consultant is a professional company which is proficient in the redistribution of streaming traffic video and has submitted to the Authority a written proposal, dated \_\_\_\_\_; and

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

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

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

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

**WHEREAS**, the Authority wishes to memorialize and enter into an Agreement with the Consultant setting forth the terms and conditions of the parties' rights and obligations with

respect to the procurement of the services as hereinafter defined;

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

**1. DEFINITIONS.**

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

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

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

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

“Services” shall refer to redistribution of streaming traffic video in accordance with the Proposal and the RFP. The RFP and the Proposal are incorporated by reference into the Agreement and attached thereto as Exhibits A and B, respectively.

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

**2. COMPENSATION.**

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

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges and agrees to its responsibility to maintain control of all

fees and expenses, and further acknowledges and agrees that the total compensation in the amount of \$\_\_\_\_\_ is a total amount not to be exceeded and is sufficient to complete the Services under the terms of the Agreement.

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

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

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

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

**4. SERVICES.** The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of the Agreement and the Standard of Care set forth in Section 3 herein. The Consultant

agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any ambiguity or conflict exist among the Agreement, the RFP, and the Proposal in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25.

**5. TERM.** The Agreement shall be in effect for a period of three (3) year(s) from the effective date of the Agreement. The Agreement also provides the Authority with the option for two (2) additional (1) year extension(s) of the Services with the concurrence of the Consultant for additional services necessary or incidental to the subject matter of the Agreement. During the term of the Agreement the Authority will have the right to procure additional services at the pricing and in conformity with the Services outlined in the Proposal.

**6. USE OF VIDEO STREAM.** Any dissemination of Authority video streams to a third-party, commercial entity, or to the general public shall be in real time only, and the Consultant shall prohibit the recording, replay or re-distribution of such images without the prior written consent of the Authority. The Consultant, in each agreement with a commercial entity or third party with whom it contracts for the purchase of Authority video streams, shall require that the recording, reply or re-distribution of such images other than a live broadcast of a real-time video stream is prohibited. The Authority retains any and all rights in and to its video streams except to the extent expressly permitted by this Agreement.

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

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

- (a) The Authority may terminate the Agreement as follows:
  - (i) Immediately upon failure by the Consultant to remedy a material breach of its obligations under of the Agreement within five (5) days of the date of written notice from the Authority of such material breach;
  - (ii) For convenience, upon thirty (30) days prior written notice by Authority;

- (iii) Immediately, if the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not removed or dismissed within sixty (60) days;
  - (iv) Immediately upon the indictment of an owner of Consultant.
- (b) The Consultant may terminate the Agreement as follows:
- (i) Upon thirty (30) days prior written notice to the Authority from the Consultant upon failure to remedy a material breach of its obligations under this Agreement within thirty (30) days of the written notice from the Consultant to cure such material breach;
  - (ii) Upon reasonable written notice to the Authority, if the Authority fails to fulfill its obligations under the Agreement, including its obligation to pay the fees and charges of the Firm as provided herein, or as permitted or required under any applicable standards of professional conduct or rules of court.
- (c) Upon termination of the Agreement by either party and upon receipt by the Firm of payment for all outstanding fees and charges, the files (including electronic files) pertaining to Authority matters, Authority's papers and property will be returned promptly to the Authority upon request.

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

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

**11. FORCE MAJEURE.** Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure

or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate the Agreement for convenience upon written notice to the other, or, upon mutual agreement, extend the time for performance by the period of time equal to the time lost, whether the delay is less than sixty (60) days or not.

**12. RIGHT TO AUDIT.** The Consultant shall:

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

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant's records and books are maintained, then the Consultant shall bear the additional cost of the audit.

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

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

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE 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 AGREEMENT OR OTHERWISE IN LAW OR EQUITY.

**14. INDEMNIFICATION.** The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any act or omission or willful misconduct

of the Consultant or any of its officers, agents, sub-consultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of the Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of the Agreement.

**15. EEO/AFFIRMATIVE ACTION.** The Consultant agrees that:

1. It does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familiar status and affectional or sexual orientation;
2. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
3. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

**16. 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.

**17. CONFIDENTIALITY.**

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

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

(c) In the event information or materials disclosed under the Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, *N.J.S.A. 10:4-6 et seq.*, or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party

shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential.

**18. 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.

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

As to [Consultant]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to New Jersey Turnpike Authority:

Jose Dios, Chief Information Officer  
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

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

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

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

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

**24. ASSIGNMENT.** The Agreement, or any part thereof, shall not be assigned by

the Consultant, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

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

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on following page]**

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

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

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

[Corporate Seal]

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

Approved by the Law Department

\_\_\_\_\_

ATTEST:

**NAME OF CONSULTANT**

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

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

**Services Agreement**

**Exhibit A**

**[RFP]**

**Services Agreement**

**Exhibit B**

[Proposal]

## APPENDIX 2

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

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

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

#### **DEFINITIONS**

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

- a) “**Contribution**” – means a contribution reportable by the recipient under the New Jersey Campaign Contributions and Expenditures Reporting Act, P.L. 1973, c. 83, *N.J.S.A. 19:44A-1 et seq.*, and implementing regulations set forth at *N.J.A.C. 19:25-7* and *N.J.A.C. 19:25-10.1 et seq.*, made on or after October 15, 2004. As of January 1, 2005, contributions in excess of \$300 are reportable.
- b) “**Business Entity**” – means any natural or legal person; business corporation (and any officer, person, or business entity that owns or controls 10% or more of the corporation’s stock); professional services corporation (and any of its officers or shareholders); limited liability company (and any members); general partnership (and any partners); limited partnership (and any partners); in the case of a sole proprietorship: the proprietor; a business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction, including its principals, officers, or partners. The definition of a business entity also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that

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

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

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

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

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

### **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

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

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

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

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

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

### **APPENDIX 3**

#### **EXCERPT FROM NEW JERSEY TURNPIKE AUTHORITY INFORMATION SECURITY POLICY 5.12**

##### 5.12 Cameras and Video Recording Devices

- 5.12.1 The Authority maintains a variety of still and motion video recording devices to monitor traffic, security, and so on. Various levels of access to these devices and their product video are available via the New Jersey Turnpike Authority Network Access Application.
- 5.12.2 There shall be no copies made of the Authority's video camera images without the affirmative authorization of the Authority's Executive Director, or the Executive Director's designee.
- 5.12.3 The Director of Internal Audit, or his designee, is the only person authorized to make copies of video camera images from Operations cameras.
- 5.12.4 The Chief Information Officer, or his designee, is the only person authorized to make copies of video camera images from VTDM cameras.

**APPENDIX 4**

**NJDOT's Video Camera Operations Policy**



**TRAFFIC OPERATION  
OPERATIONS BULLETIN**

Unit: Division of Traffic Operations	
Series: 1	No. 04
Issued By: Dennis Motlani, Director	
Effective Date: August, 2008	
Approval: James R. Hogan, P.E., Executive Director	

**TRAFFIC OPERATIONS**  
**NJDOT's Video Camera Operations Policy (effective August 1, 2008)**

**I. PURPOSE:**

This Operations Bulletin (OB) establishes the protocol for the use and distribution of information recorded by the Closed Circuit Television (CCTV) video systems, operated by and on behalf of the New Jersey Department of Transportation, Office of Statewide Traffic Operations (NJDOT-STO). This OB also includes guidelines on when and how the information or recording from the CCTV systems may or should be provided to the general public.

**II. SUPERSEDES:**

N/A

**III. BACKGROUND:**

The NJDOT-STO operates and maintains CCTV video systems for the purpose of managing traffic and identifying day-to-day traffic operational issues/concerns. The use, operation and maintenance of the CCTV systems are handled either by the NJDOT-STO staff or authorized third parties. The cameras capture traffic information, such as, but not limited to, traffic conditions, traffic delays, incidents, weather conditions, etc. and are located only in public areas. The NJDOT-STO staff/authorized persons view and monitor public areas and scenes with the CCTV systems, during routine traffic surveillance, or when traffic incidents/accidents

information is received by them. The information is then used (and is intended to be so used) solely in furtherance of NJDOT's official business of traffic operations.

Video images captured by the cameras are recorded and retained for seven (7) calendar days. After this period, the images are automatically written over by new images which are recorded by the CCTV system.

The information captured by the CCTV systems is sometimes sought by third parties (public and/or police). A court may also subpoena this information. Consequently, the video images and information gathered by the CCTV systems may become subject to disclosure outside of the NJDOT.

**IV. RESPONSIBILITY:** Traffic Operations Centers (TOCs) and the Centralized Dispatch Unit (CDU)

**V. RESTRICTIONS AND WARNINGS:**

This OB is meant exclusively for the education and guidance of the employees of the NJDOT, and third parties who are authorized by the NJDOT to use, operate or have access to the CCTV system.

All information gathered by the CCTV systems, as well as the systems themselves (including but not limited to the recording devices and software or other electronic technology) are the sole property of the NJDOT.

Information gathered by the CCTV may be disclosed to persons

outside of the NJDOT only upon specific request or court order/subpoena. Employees or authorized third parties may disclose information captured by the CCTV systems only in furtherance of NJDOT's official business. Unsolicited recording and/or transmission of graphics or videos by NJDOT employees for personal purposes, or for/to non-NJDOT business to any entity or individual, is strictly prohibited.

Violations of the terms or policies outlined in this OB, abuse or misuse of the cameras or information recorded by the CCTV systems will be dealt with strictly by the NJDOT management, and may result in disciplinary actions against employees (up to and including employment termination), and legal or other action, against employees or authorized third parties, including revocation of the right to access or use the CCTV systems and information gathered therein and there from.

## VI. GUIDELINES & POLICIES

### *(A) Information Permitted To be Recorded/Taped:*

Only information pertaining to actual traffic operations may be recorded/taped. That is, only information used and intended to be used in furtherance of the NJDOT's official and day-to-day business of traffic operations and highway maintenance, may be taped or recorded. This includes, for example, traffic accidents, and traffic movement on public highways, intersections or

crossings.

No NJDOT-STO employee or authorized third party may operate the CCTV systems in a manner that intentionally violates the privacy of individuals who either work or reside or may be physically present, within the viewable camera range. The devices should only be used to observe locations in public places.

Every precaution must be taken to avoid identifying individuals, focusing on private property or observing nearby private properties or locations (including businesses or residences) close to the NJDOT's property or right-of-way. For example, in taping traffic intersection congestion, it is impermissible to zoom or focus the camera on the adjacent apartments or individuals therein, which or who are in no manner connected to the gridlock.

All NJDOT employees not part of NJDOT-STO, or authorized third parties allowed access to NJDOT's CCTV systems, must obtain written authorization and approval for use of the CCTV systems. The Director or his/her designee, in charge of the employee or authorized person's area of responsibility, shall provide the written approval and authorization in this regard.

**(B) Information Permitted to be Disclosed:**

Only the information permitted to be taped/recorded, as set forth in the preceding paragraph, may be disclosed. This includes, for example, traffic incidents, traffic movement on public highways,

intersections and crossings.

**(C) Information That Generally Need Not be Disclosed:**

1. If the recorded information appears to violate an individual's expectations of privacy, or would otherwise not be in the public interest, it should generally not be subject to disclosure. Examples of such information include, but are not limited to, catastrophic accidents or horrific body injuries.
2. If the recording sought has already been provided to the police for purposes of investigation, or the police requests the same information after the NIDOT receives the request from public (within the first seven days) the request should generally be denied. The NIDOT should provide a response that the recordings or tapes have been turned over for an investigation in progress (after notifying the police of the request thus ensuring that the police are aware of the request).
3. If the requester fails to acknowledge and sign the Request Form that the requestor will not copy, rebroadcast, publicly transmit or post on the Internet, the information (video) sought from the NIDOT, the request should be denied. This denial also applies to requesters who have previously failed to comply with these prohibitions with respect to past requests for information (that is, NIDOT discovered that the information it provided to a requester was found on the Internet or was otherwise transmitted or re-

distributed without the NJDOT's approval).

**(D) Persons to Whom Information May be Disclosed:**

Permitted information recorded by the NJDOT's CCTV systems (see above), is disclosable only to third parties who make a valid request for the same. Third parties would normally include the public, law enforcement, and the courts. Request procedures are outlined below.

Recorded information is also disclosable to the Office of the Inspector General including NJDOT's Internal Investigation Unit along with managerial staff when such request is in the course of their performance of their official duties.

Information may not be disclosed to NJDOT employees or third parties (including the media) for non-official purposes. It may not be used by the NJDOT employees or authorized third persons for personal use.

**(E) Persons Authorized to Make Recording of Information requested to be disclosed**

Only the persons specifically authorized by the NJDOT-STO's Executive Director and/or the Director, Traffic Operations shall be granted the system administrative rights to record, or copy live or archived, taped information.

## VII. INFORMATION REQUEST PROCEDURES

Disclosure may only be disclosed upon a proper written request.

**NOTE:** If the request is made pursuant to the Open Public Records Act (OPRA), the requester must follow the regulations N.J.A.C. 16:1A-1.8, as amended from time-to-time, in this regard, and those regulations will control and not this OB.

### *(A) Time for Request:*

The request must be made by the third party within seven (7) days of the particular event or incident (since the tape re-writes over itself every 7 days). Note that the seven days are not to be construed as seven business days. Thus, weekdays and holidays will be counted in computing the seven days. No exception may be made to this period because of the automatic re-write feature on the recording system.

### *(B) Form:*

The requester must send to the NJDOT, a fully filled out and executed Form named "Video Camera Image Request Form." This Form is available on the NJDOT's internet site. The fully completed and executed Form may be e-mailed, faxed or mailed through the postal services. The e-mail address is TOCVideorequest@dot.state.nj.us. The mailing address and fax number is stated in the Form. (attached is a blank copy of the Form).

*(C) Fees:*

The requester must also send the requisite fees for the information sought. Presently, the NJDOT will charge \$100 for the initial three-hour time frame recorded. Thereafter, a \$50 fee per three-hour period recorded will be charged. No information will be released until the said charges are paid by the requester.

Note that the fees are payable even if the requester is an NJDOT employee or authorized third-parties who process or have valid access to the video tapes if the intent is to use the video for non-NJDOT business. Requests from the New Jersey State Police and all Local Police Departments are not subject to fees where that agency is using the video for investigative purposes.

*(D) Request Review:*

*1. Acknowledgment:*

Once a request is made and received by the NJDOT-STO, the NJDOT's electronic system will send an automatic response. This auto response will:

- (a) acknowledge receipt of the e-mail request;
- (b) notify the requester that the request will be reviewed;
- (c) state that the requester will receive a notice whether the requested information will be provided or not; and
- (d) state that only upon receipt of the requisite fee within thirty (30) days of the date of such notice, the information sought will be

mailed to the requester by first-class mail.

A similar response will also be sent to requests which are mailed or faxed to the NJDOT.

### 2. Review:

Once a request is received, an authorized NJDOT-STO staff should review the information sought. If a decision is made to deny the request, the reviewer should inform the Executive Director that the request must be denied and the reasons for the same.

### 3. Request Acceptance:

If the requested information is to be provided, the NJDOT will notify the requester of the same either by fax, letter or e-mail (hereinafter "Notice"). This Notice will require payment of the requisite charges within thirty (30) days of the date of the Notice.

The Notice will also state that if no payment is received within this 30-day period, the information will be destroyed and not retained by the NJDOT.

No extensions are to be granted as to this 30-day period.

Upon receipt of the requisite charges, the NJDOT will mail the recorded information sought by the requester by first-class mail.

The recorded information will be provided on a Compact Disc (CD).

Should any litigation (such as an injunction) ensue in regard to the information provided or to be provided, the Attorney General's

office should be contacted immediately.

*4. Request Denial:*

If the request is to be denied, the Notice will indicate this denial, and provide a short but complete reason for the denial. The denial will be e-mailed, mailed or faxed.

The NJDOT will retain the denied information for thirty (30) days from the date of mailing the denial Notice, and destroy the CD after the 30-day period.

If within these thirty (30) days the denial is litigated in court or sought for by other means, the information should not be destroyed. The Attorney General's office should be immediately contacted with any litigation in this regard.

**THIS OFFICIAL BULLETIN IS MEANT FOR THE  
GUIDANCE AND INSTRUCTION OF THE NJDOT  
EMPLOYEES AND AUTHORIZED THIRD-PARTIES WHO  
ARE PROPERLY ALLOWED ACCESS TO THE NJDOT'S  
CCTV SYSTEM.**

**THIS OFFICIAL BULLETIN IS SUBJECT TO CHANGE,  
MODIFICATION OR REVOCATION BY THE NJDOT.**

**VIII. DISTRIBUTION:**

Traffic Operations Center (TOC) Personnel

CDU Personnel

NJSP's Statewide Incident Management Unit

Director, Division of Traffic Operations

Executive Director, Statewide Traffic Operations

Inspector General's Office