



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR QUALIFICATIONS
FOR
INVESTMENT BANKING SERVICES:
SENIOR MANAGER AND CO-MANAGER POOLS**

RM-153600

JULY 15, 2020

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SECTION I -- INTRODUCTION

The New Jersey Turnpike Authority (“the Authority”) is soliciting Statements of Qualifications (“Responses”) for qualified firms interested in providing senior manager (“Senior Manager”), or co-manager (“Co-Manager”) investment banking services (as further described in Section III, the “Services”) to the Authority. The Scope of Services to be performed is expressly set forth in Section III herein. The Authority seeks Responses from all interested and qualified providers (“Proposers”). The Responses should detail the information required in Section IV herein and any other information relative to companies’ capability to provide the Services requested. Through this Request for Qualifications (“RFQ”) process, the Authority seeks to establish two (2) pools of qualified firms who will be available to serve the Authority as part of an underwriting syndicate as needed for any new money or refunding transactions that occur during the term of the pool. Please note that inclusion in the pool(s) does not guarantee or provide assurances that an underwriting firm will be selected to serve as an underwriter on an Authority’s public finance transaction. The Authority reserves the right to include or exclude any firm in its underwriting pool(s) or to include or exclude any firms from any Authority public finance transaction. Proposers may apply for **only one** of the underwriting pools and must indicate for which underwriting pool they want to be considered.

The pool of co-managers (“Co-Manager Pool”) from whom additional Co-Managers shall be selected for any transactions which come to market between the period January 1, 2020 and December 31, 2022. The awards for the Co-Manager Pool under this RFQ will be for a term of two (2) years with the option to extend for one (1) one-year term.

The solicitation of Responses 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, Responses 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 Responses, 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 RFQ. The Authority may limit the number of Proposers that can make oral presentations to permit efficient competition among the most highly rated Responses. 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 Response 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.

After evaluating Responses 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 RFQ. Negotiations may involve the identification of significant weaknesses ambiguities and other deficiencies in the Response, 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 Responses and any subsequent negotiations, the Evaluation Committee will recommend to the Executive Director to award a contract to the Proposers whose Proposal, conforming to the RFQ, 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 RFQ, because the Authority, may, after evaluation, make an award based solely on the content of these initial submissions, without further negotiations with the Proposer.

The Authority has retained an independent registered municipal advisor. The Authority is represented by and will rely on its municipal advisor, Hilltop Securities, Inc. (See contact information below), to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products (including investments of bond proceeds and escrow investments). This disclosure may be relied upon until June XX, 2020 unless otherwise withdrawn by the Authority.

The contact information for the Authority's municipal advisor is as follows:

Steven Kantor
Regional Managing Director
Hilltop Securities, Inc.
485 Madison Avenue
Suite 1800
New York, New York 10022
Telephone: 212.642.4350
Fax: 212.642.4357
Email: steven.kantor@hilltopsecurities.com

The selected Senior Managers will be required to execute a standard form of bond purchase agreement.

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

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

B. Inquiries

ONLY type-written inquiries concerning the RFQ will be accepted. They should be directed to Dale Barnfield, 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 The inquiry deadline is **4:00 PM E.T., July 22, 2020**. 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 RFQ WHILE THIS RFQ 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 RFQ 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., August 5, 2020** addressed to: Dale Barnfield, Director, Procurement and Materials Management Department as follows:

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

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

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

D. The Responses

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 RFQ.

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

Responses 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 RFQ

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

I. Acceptance of Responses

This RFQ 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 Responses

The Authority reserves the right to reject any and all Responses. 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 RFQ, are hereby incorporated into this RFQ. 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 RFQ 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 RFQ.

M. Public Records

Any Proposal received from a Proposer in response to this RFQ 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 RFQ 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 Executive Commission on Ethical Standards.
3. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of *N.J.S.A. 52:13D-13g.* Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
6. The provisions cited shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general

public subject to any guidelines the Executive Commission on Ethical Standards may promulgate as stated above.

U. Tolls

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

V. Responses Become Property of the Authority

All Responses 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 RFQ. 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 RFQ.

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.)	July 22, 2020
Closing Date of Receipt of Responses (4:00 PM, E.T.)	August 5, 2020
Oral Presentation [Tentative]	August 10-12, 2020
Tentative Commission Approval	August 25, 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. The Authority is an instrumentality of the State of New Jersey and its financial statements, presented in accordance with accounting principles generally accepted in the United States (GAAP), are included in the State of New Jersey’s (the State) Comprehensive Annual Financial Report (CAFR). Audited Financial Statements can be found on the Authority’s website at <https://www.njta.com/investor-relations/financial-statements-and-reports>.

Turnpike Revenue Bonds are issued in accordance with the provisions of the Turnpike Revenue Bond Resolution of August 21, 1991, as amended, restated, and supplemented (the “Bond Resolution”). A copy of the Bond Resolution can be found on the Authority’s website at <https://www.njta.com/investor-relations/bond-documents>.

Pursuant to an agreement between the Authority and the Treasurer of the State of New Jersey, the Authority is obligated to make quarterly payments in an aggregate total of \$225,750,000 through June 30, 2021 to help fund the State’s Transportation Capital Plan. The Authority’s obligation to make such payments to the State Treasurer is subordinate and junior to its obligation to pay debt service on the Bonds outstanding under the Bond Resolution and such payments are payable only from amounts on deposit in the General Reserve Fund created under the Bond Resolution.

B. Current Situation

Currently, the Authority has approximately \$10.8 billion of revenue bonds outstanding. The Authority expects to issue Revenue Bonds in increments to meet the needs of its Capital Investment Plan. At this time, the Authority expects to issue up to \$500 million in 2020 to fully fund its 2019 Capital Investment Plan. Also the Authority plans to issue \$1 billion per year in bonds to fund its long-range capital program starting in 2021 with the eventual total issuance of up to \$24 billion. The award for the two (2) new money transactions (up to \$500 million and \$1 billion) will for a term of one (1) year. In addition, the Authority is considering the advance refunding of the fixed rate Series 2012B, Series 2013A, Series 2013F, Series 2014A, Series 2014C and Series 2015E Bonds for debt service savings

The Authority's Series 2015A, Series 2015C, Series 2015D, Series 2015F, Series 2015G, Series 2015H, Series 2016B, Series 2016C, Series 2016D, Series 2017C and Series 2020A Bonds are direct purchase bonds currently callable. For the refunding of these variable rate bonds, the Authority will consider a public offering of variable rate or fixed rate debt. However, the Authority may consider a refunding of the variable rate debt through a direct purchase or similar commercial bank product which will be solicited through a separate RFP. The Authority will select either a public offering or private bank product based upon the most cost-effective solution. The award for refunding transactions will be for a term of two (2) years with the option to extend for one (1) one-year term.

The Authority intends to pursue all opportunities to refinance its variable rate debt portfolio with fixed rate debt and terminate the associated Interest Rate Swap Agreements if beneficial to the Authority.

Details on the Authority's existing debt can be found in the Authority's 2018 Audited Financial Statements, and the Series 2019A Official Statement which can be found on the Authority's website at <https://www.njta.com/investor-relations/bond-documents>.

C. General Services

The Proposers shall become familiar with the Authority's procedures, presentation and coordinating requirements necessary for the effective performance of its services. If selected to serve as an Underwriter, the Proposer will be required to coordinate its services and activities with designated Authority management personnel, the Authority's Financial Advisor and Bond Counsel.

D. Specific Services

The Senior Manager(s) selected will be required to provide some or all of the services identified below, at the request of the Authority. Co-Managers shall provide information and assistance upon request and shall act as members of the underwriting syndicate.

1. Work with the Financial Advisor in recommending structures for each specific debt series being issued in order to minimize overall debt service costs.
2. Assist in drafting and reviewing relevant bond documents, including, but not limited to, official statements, purchase agreements, bond resolutions and indentures, leases and contracts.
3. Assist in preparation of materials or presentations, discussions and meetings or other communications with rating agencies, insurers, credit enhancers and investors.
4. Identify financing opportunities available to the Authority.

5. Develop a comprehensive marketing plan, including identification of potential investors and market conditions for alternative products.
6. Manage the underwriting process.
7. Commit capital to underwrite the bonds or notes being issued.
8. Provide post-closing analysis of the debt issuance, including but not limited to pricing, orders, allotments and all information required by Executive Order No. 26.
9. Provide such other underwriting and investment banking services as requested by the Authority.

End of Section III

SECTION IV – RFQ 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 RFQ 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.
3. All the documents listed in the (Checklist in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFP.

B. Establishment of Senior Manager Pool and Co-Manager Pool

1. Firms selected for inclusion in the Pool of Senior Managing Underwriters established pursuant to this RFQ will have the opportunity to compete to be selected as the Senior Managing Underwriter for any potential bond offering the Authority has during the period pursuant to a separate individual RFP process for each of those transactions as described in the following paragraph.

The Senior Manager for each transaction will be selected after participating in a competitive RFP process for that transaction which includes at least three of the firms from the established Pool of Senior Managing Underwriters. Upon establishment of the Pool, the firms that are part of the Pool will be ranked based upon the scores those firms received in response to this RFQ, with the highest scoring firm being ranked number 1, the second highest scoring firm being ranked number 2, etc. For each transaction, at least the then three (3) highest ranked firms will be given the opportunity to receive and respond to the RFP for Senior Manager for that particular transaction. Each subsequent RFP for a particular transaction will be sent to the then highest rated firms that have not been selected to be a Senior Manager in response to a RFP for a prior transaction. Any firm that is selected from the RFP process to serve as Senior Manager for a particular transaction will not receive or be eligible to respond to a RFP for any future transaction until all other firms in the Pool have had the opportunity to participate in the RFP process for at least one of the prior transactions. Firms will be rotated for purposes of participating in the RFP process for each transaction, but may not necessarily be selected to serve as Senior Manager for the transactions on a rotation basis.

For purposes of illustration as to how the RFP process described in the preceding paragraph would work, assume that the Pool of Senior Managing Underwriters is comprised of six (6) firms and the Authority desires to select a Senior Manager Underwriter on a transaction. The Authority sends the RFP for that transaction to at least the then three (3) highest ranked firms (Firm 1, Firm 2, and Firm 3). Firm 1 responds to the RFP and is selected to serve as the Senior Manager for that transaction. When the Authority desires to select a Senior

Manager on the next transaction, Firm 2, Firm 3 and Firm 4 will be eligible to receive and respond to the RFP and the Authority will send the RFP to those Firms. Firm 2 and Firm 3 are eligible to receive and respond to that RFP because they were not selected to serve as the Senior Manager for the prior transaction. Firm 4 is eligible to receive and respond to that RFP because it is the next highest rated firm that has not yet had an opportunity to receive and respond to an RFP for a transaction. Firm 1, having been selected as the Senior Manager for the prior transaction, is moved to the bottom of the ranking list of the firms (i.e., after Firm 6) and is not eligible to receive or respond to the subsequent RFP.

2. In addition, the Authority will establish one pool for Co-Managers (the “Co-Manager Pool”) only, and will accept proposals from firms that wish to be included in this pool. **Proposers that have applied to be Senior Manager in an underwriting syndicate cannot apply for the Co-Manager Pool.** Once the Co-Manager Pool is established, the Authority anticipates selecting a minimum of two Proposers from this Co-Manager Pool for each transaction, whether it is new-money issue or refunding issue. Co-Managers will be utilized from the Co-Manager Pool on a rotating basis, commencing with the highest ranked Proposer and continuing in descending order, as needed, as determined by the Authority.
3. The Authority reserves the right to limit participation for any transaction to a Senior Manager if doing so is deemed to be in the Authority’s best interests. The Authority also reserves the right to select a firm to be a Co-Senior Manager or Co-Manager for any of the transactions included in this RFP, even if a firm responded for a different transaction if a sufficient number of responses have not been received for a particular transaction.
4. **Joint ventures will not be considered.**

C. Required Components – Senior Manager Pool

Proposers interested in qualifying for Senior Manager Pool must respond to all questions provided below.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFQ.

1. In lieu of a cover letter, please state the position and syndicate (i.e., Senior Manager – New Money Bond Issue up to \$500 million) for which you are applying. Provide an executive summary of not more than one page identifying and substantiating the basis of your contention that you are the best qualified firm to provide the requested underwriting 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. Describe your firm's bond sales and distribution capabilities, including both retail and institutional sales. Describe any retail distribution agreements. Also provide your firm's capital position, including equity capital, net capital and excess net capital and the amount of bonds your firm can underwrite. Indicate if there are any limitations on your firm committing capital to an underwriting and who in your proposed banking team is authorized to commit capital on behalf of your firm.
5. In tabular form to be included as an appendix, provide details (par amount, number of trades) of your firm's support of the Authority's bonds for the period beginning December 1, 2017 through November 30, 2019 in both the primary and secondary markets.
6. Provide a summary table of the new money issues of \$500 million or more par amount that your firm has senior managed for the period beginning December 1, 2017 through November 30, 2019. Provide a backup list of these transactions as an appendix
7. Provide a summary table of the transportation issues of \$500 million or more par amount that your firm has senior managed for the period beginning December 1, 2017 through November 30, 2019. Provide a list of these transactions as an appendix.
8. Provide a summary table of representative issues of \$500 million or more par amount that your firm has underwritten for the period beginning December 1, 2017 through November 30, 2019. Please indicate your role in these transactions. Provide a list of these transactions as an appendix.
9. Provide information on the amount (both in US dollars and number of transactions) of credit your firm has extended to US municipal bond issuers for the period beginning December 1, 2017 through November 30, 2019. This list should include letters of credit and/or standby bond purchase agreements to support transactions as well as direct purchases or any other comparable product.
10. Provide a list of five (5) of your firm's most recent municipal bond transactions over \$500 million providing the issuer name, bond size, date of sale, maturity structure, coupon structure, initial spread to MMD and final spread to MMD. The deals should ideally have maturities similar to those being proposed for the Authority's issue.
11. Provide an analysis detailing the Authority's ability to refinance its existing debt portfolio for savings including ideas to maximize the potential savings and minimize negative arbitrage. This may include any ideas that your firm has presented in writing to the

Authority for the period beginning December 1, 2017 through November 30, 2019. Include the submission date, a synopsis of the idea, and the implementation date, if implemented.

12. Given the Authority's current debt profile and outlined capital plans, provide your firm's detailed structure and marketing plan for the Authority's upcoming new money bond issue(s). Provide your firm's proposed maturity and couponing structure for the proposed new money issuance. The plan should include your recommendation and reasoning as to how many financings the Authority should complete to issue up to \$500 million of bonds and the timing of your proposed transactions.
13. List your proposed fees, expenses and takedown for an up to \$500 million new money transaction. Exclude fees and expenses of underwriter's counsel. Your fee must not be contingent on any specified syndicate policy. Also include your proposed coupons and spreads to MMD using bond yields as of close of business November 30, 2019 based upon your recommended structure.
14. List and describe the primary personnel that will be assigned to provide investment banking and underwriting services to the Authority with a discussion of their relevant experience.
15. Provide any thoughts on how to improve the Authority's rating or outlook and how many ratings the Authority should pursue.
16. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve transactions for 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.
17. 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 December 1, 2017 through November 30, 2019. Describe the nature and status of the matter and the resolution, if any.
18. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or disbarment) by any regulatory or licensing agencies. Include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal.
19. Provide as an appendix, the last two G37 reports your firm has filed and if applicable, form G38t.

D. Required Components – Co-Manager Pool

Proposers interested in being selected to be a participant in the Co-Manager Pool must respond to all questions provided below.

In your proposal please respond to each question by repeating the question at the top of the section and referring to the question by the numbers used in this RFP.

1. In lieu of a cover letter, please state the position (i.e., Co-Manager Pool) for which you are applying. Provide an executive summary of not more than one page identifying and substantiating the basis of your contention that you are the best qualified firm to provide the requested underwriting 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. Describe your firm's bond sales and distribution capabilities, including both retail and institutional sales. Describe any retail distribution agreements. Also provide your firm's capital position, including equity capital, net capital and excess net capital and the amount of bonds your firm can underwrite. Indicate if there are any limitations on your firm committing capital to an underwriting and who in your proposed banking team is authorized to commit capital on behalf of your firm.
5. In tabular form to be included as an appendix, provide details (par amount, number of trades) of your firm's support of the Authority's bonds for the period beginning December 1, 2017 through November 30, 2019 in both the primary and secondary markets.
6. Provide a summary table of representative issues in excess of \$100 million par amount that your firm has underwritten for the period beginning December 1, 2017 through November 30, 2019. Please indicate your role in these transactions. Provide a list of these transactions as an appendix.
7. Provide a list of your firm's most recent ten (10) issues in excess of \$50 million par amount, indicating the orders your firm submitted and the final allotments. Indicate the type of order placed for each transaction.
8. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve transactions for 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.
9. 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 December 1, 2017 through November 30, 2019. Describe the nature and status of the matter and the resolution, if any.

10. List any sanctions or penalties brought against your firm or any of its personnel (including suspension or disbarment) by any regulatory or licensing agencies. Include a description of the reasons for the sanction or penalties and whether such sanctions or penalties are subject to appeal.
11. Provide as an appendix, the last two G37 reports your firm has filed and if applicable, form G38t.

E. Evaluation Criteria – Senior Manager Pool

All Proposals will be carefully evaluated for conformance with the requirements of this RFQ. Selection of a firm will be based upon conformance to all of the RFQ's requirements and the demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 100 points upon the following factors:

- | | <u>Points</u> |
|---|---------------|
| 1. Experience of the Firm on Similar Projects | 25 |
| Evaluation will include the Proposer's number of senior managed transactions exceeding \$500 million and transportation transactions serving as senior manager for deals over \$500 million. The Proposers with more experience will receive a higher score. The Proposers will also be evaluated on their bond distribution capabilities and capital strength. | |
| 2. Credentials of the Project Team | 15 |
| Evaluation will include qualifications and relevant experience of key personnel, and the Proposer's functional organization and integration to deliver the Services required under the RFQ. The references to be provided by the Proposer for review shall pertain to the nature of the Services performed, and such other considerations regarding the ability and responsibility of the Proposer that the Authority deems appropriate. Specifically include the team's knowledge and direct experience in bond underwriting services. In addition, consideration will be given to New Jersey presence and minority and/or women participation in the Services. Proposers that evidence significant minority and/or women participation in the project team will receive a higher score. | |
| 3. Understanding of Authority's Needs | 15 |
| Evaluation of the quality of the Proposer's previously presented financial ideas, secondary market support for the Authority's bonds, and ability to provide credit to municipal bond issuers. | |
| 4. Approach to the Project | 35 |
| Evaluation of the Proposer's proposed structure, pricing and marketing plan for the transactions contemplated by the RFQ. The proposals which result in the least risk and lowest cost to the Authority will receive the highest scores. | |

5. **Price** **10**
The firms which submit the lowest overall underwriter's discount (takedown) and direct expenses will receive the highest score.

F. Evaluation Criteria – Co-Manager Pool

All Proposals will be carefully evaluated for conformance with the requirements of this RFP. Selection of a firm will be based upon conformance to all of the RFP's requirements and the demonstration of competency and responsibility as presented in the Proposal. Proposers will be awarded a maximum of 100 points upon the following factors:

- | | <u>Points</u> |
|---|----------------------|
| 1. Experience of the Firm on Similar Projects | 25 |
| Evaluation will include the firm's number of co-managed transactions exceeding \$100 million and transportation transactions serving as co-manager. The firms with more experience will receive a higher score. The firms will also be evaluated on their bond distribution capabilities and capital strength. | |
| 2. Bond Distribution Capabilities | 25 |
| Evaluation will include both institutional and retail bond distribution capabilities, size of sales force and any retail distribution agreements. Orders versus allotments on recent deals will also be used to evaluate distribution capabilities. | |
| 3. Capital Strength | 25 |
| Evaluation of the equity capital, net capital and excess net capital and the amount of bonds a Proposer can underwrite, as well as any limitations on the firm committing capital to an underwriting. | |
| 4. New Jersey Presence and Support | 25 |
| Evaluation will be given to New Jersey presence, support of State of New Jersey, its independent authorities' and municipalities' bonds in the primary and secondary markets and for small, minority and/or women participation in the Services. Proposers which are registered as small business enterprises or certified as minority business enterprises or women business enterprises with the State Treasury Department will receive 5 points of the allotted 25 points (See Exhibit K). | |

Proposers must score at least 70 to be included in the Co-Manager Pool based upon the above criteria.

End of Section IV

SECTION V: INSURANCE

A. Insurance

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

3. **Workers' Compensation and Employers' Liability Insurance.** Consultant shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.
4. **Professional Liability Insurance.** Consultant shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$10,000,000 each occurrence. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. **Cyber Liability Insurance** Consultant shall maintain Privacy and Network Security insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible; and (2) computer viruses, Trojan horses, worms and any other type of malicious or damaging code; and (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data; and (4) denial of service for which the Consultant is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system; and (5) loss of service for which the Consultant is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities; and (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than \$5,000,000 per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). This

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

B. Additional Requirements

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

- d. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows: “This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers”
 - e. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.
6. In the event that Consultant subcontracts any portion of its obligations pursuant to this RFQ, 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 RFQ is an essential term of the RFQ 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 RFQ, 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 RFQ regarding the provision of insurance coverage by the Consultant.
 8. The Consultant shall ensure that the activities to be performed under this RFQ 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 RFQ. 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

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

(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)

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

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

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT B

AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES _____ NO _____

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

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

YES _____ NO _____

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

Certificate of Approval Number _____
(OR)

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

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

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

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT C
AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

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

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

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

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

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

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

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

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

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

Sworn and Subscribed to Before Me This

____ Day of _____ 20__

Signature

Notary Public

Title

(Corporate Seal)

EXHIBIT D

OWNERSHIP DISCLOSURE FORM

PART 1

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

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

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

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

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

2. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties individuals?

YES NO

3. Of those parties owning a 10% or greater interest in the Proposer, are any of those parties **corporations, partnerships, or limited liability companies**?

YES NO

4. If your answer to Question 3 is "YES", are there any parties owning a **10% or greater** interest in the corporation, partnership, or limited liability company referenced in Question 3?

YES NO

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

PART 2

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

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

INDIVIDUALS

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

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

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

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

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

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

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

Attach Additional Sheets If Necessary.

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

CERTIFICATION

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

Signature

Date

Print Name and Title

FEIN/SSN

EXHIBIT E

VENDOR DISCLOSURE FORM

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

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

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

and

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

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

The Proposer _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Proposer: _____ Title: _____

EXHIBIT F

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

NAME OF CONTRACTOR /BIDDER: _____

PART 1: CERTIFICATION

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

Name _____ Relationship to Contractor/Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Contractor/Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION
MUST BE SIGNED BY BIDDER

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

FULL NAME (print): _____ SIGNATURE _____

TITLE: _____ DATE: _____



State of New Jersey

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

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
State Treasurer

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.	AK Makina Ltd.		
2.	Amona	20.	National Iranian Tanker Company (NITC)
3.	Bank Markazi Iran (Central Bank of Iran)	21.	Oil and Natural Gas Corporation (ONGC)
4.	Bank Mellat	22.	Oil India Limited
5.	Bank Melli Iran	23.	Persia International Bank
6.	Bank Saderat PLC	24.	Petroleos de Venezuela (PDVSA Petr�leo, SA)
7.	Bank Sepah	25.	PetroChina Company, Ltd.
8.	Bank Tejarat	26.	Sameh Afzar Tajak Co. (SATCO)
9.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	27.	Shandong Fin Cnc Machine Company, Ltd.
10.	China National Offshore Oil Corporation (CNOOC)	28.	Sinohydro Co., Ltd.
11.	China National Petroleum Corporation (CNPC)	29.	SK Energy Co. Ltd.
12.	China National United Oil Corporation (ChinaOil)	30.	SKS Ventures
13.	China Oilfield Services Limited	31.	Som Petrol AS
14.	China Petroleum & Chemical Corporation (Sinopec)	32.	Zhuhai Zhenrong Company
15.	China Precision Machinery Import-Export Corp. (CPMIEC)		
16.	Daelim Industrial Co.		
17.	Indian Oil Corporation		
18.	Kingdream PLC		
19.	Naftiran Intertrade Company (NICO)		

List Date: January 15, 2020

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

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

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

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

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

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority (“Authority”), or any person interested in the proposed Services Agreement; and that all statements in said Proposal are true.

2. That he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by the Authority as to whether the Authority should decline to award the Services Agreement to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

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

EXHIBIT J

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

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

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

EXHIBIT K

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

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

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

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Proposer Name: _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

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

(Attach additional sheet if necessary)

Proposer (Print Name)

Proposer's SBE Liaison officer (if applicable)

Telephone Number

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

EXHIBIT M

[Attach Certificate of Insurance or Letter from Broker]

EXHIBIT N

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

APPENDICES

1. **State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

APPENDIX 1

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.