



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR QUALIFICATIONS**

FOR

**AUTHORITY COUNSEL, AUTHORITY COUNSEL (CONFLICTS),
SPECIAL COUNSELS
SERVICES**

RM-170842

APRIL 8, 2022

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SECTION I -- INTRODUCTION

The New Jersey Turnpike Authority (“the Authority”) is soliciting Statements of Qualifications (“Responses”) from those firms and individual practitioners (“Counsel”) licensed to practice law in the State of New Jersey who desire to serve as Authority Counsel, Authority Counsel (Conflicts) and Special Counsels for 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. The resulting agreement will be for a term of two (2) years with an option that the Authority’s sole discretion to extend for two (2) additional one-year terms. Based upon the responses received, the Authority will qualify one or more Counsel to perform the Services as hereinafter described. The selection of Counsel will be based on the evaluation criteria described in Section IV herein.

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 evaluation of the Responses, 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. The Executive Director may accept, reject or modify the recommendation of the Evaluation Committee.

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

End of Section I

SECTION II -- ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

This 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., April 19, 2022**. 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 six (6) copies of the Proposer’s Proposal, as well as one (1) copy in an electronic format (USB or via email to mcnally@njta.com) must be received no later than **4:00 PM E.T., May 4, 2022** addressed to: Dale Barnfield, Director, Procurement and Materials Management Department as follows:

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

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 and Disabled Veteran Owned Business Enterprise 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.*).

It is the policy of the Authority that disabled veteran owned businesses (each “disabled veteran owned business” or “DBOV”) as determined and defined by the State of New Jersey, Department of Treasury, Division of Revenue and Enterprise services should have the opportunity to participate in Authority contracts (*N.J.A.C. 17:14-1.1, 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 and DVOBs in the State of New Jersey.

As set forth in *N.J.A.C. 17:13-4.3* and *N.J.A.C. 17:14-4.3*, 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 and DVOB 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.)	April 19, 2022
Closing Date of Receipt of Responses (4:00 PM, E.T.)	May 4, 2022
Oral Presentation [Tentative]	Week of May 23, 2022
Tentative Commission Approval	June 28, 2022

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 employs a diverse workforce of full and part-time employees including service/maintenance workers, professionals, technical and skilled crafts workers, officials, managers and administrative support staff.

The mission of the Authority’s Department of Law is to effectively represent and promote the Authority’s legal interests in order to actively serve and protect the interests of the Authority and to implement the Authority’s statutory mandate. In addition to providing legal representation in diverse aspects of law, the Department of Law acts as legal advisor to Authority Departments and its Board of Commissioners. The in-house staff of the Department of Law handles a wide variety of legal issues including, but not limited to, procurement matters, real estate, toll violations, OPRA requests and subpoenas, legal opinions, agreements and other legal documents, works with other Authority Departments to prepare items for approval by the Board of Commissioners, and represents the Authority in lawsuits and administrative matters.

B. Detailed Scope

In accomplishing its work, the Department of Law requires assistance from outside counsel to complement its existing capabilities and address fluctuations in workload. As a result, the Authority intends to award Professional Services Agreements to one or more firms to serve as Authority Counsel, Authority Counsel (Conflicts) and Special Counsels under the direction of the Authority’s Director of Law. A firm can apply for consideration as Authority Counsel or Special Counsel, and a firm may be qualified for and be awarded more than one assignment. The number of firms receiving specific awards will be determined after evaluation of the Responses received. The Authority reserves the right to award multiple counsel designations to one or more firms, as may be in the best interest of the Authority. All qualified firms will be placed on a Qualified List.

Once the Service Agreements for Counsel have been approved and executed by the parties, the Authority retains the right for the Authority’s Director of Law to assign a particular matter or

project to the Firm that the Authority’s Director of Law determines is the most qualified or appropriate to do the work.

1. Authority Counsel

The Authority anticipates that one Firm will be selected to serve as Authority Counsel, and that at least one Firm will be selected to serve as Authority Counsel (Conflict), in the event that the Firm appointed as Authority Counsel has a conflict of interest that precludes that Firm’s participation in a particular matter, or where a matter involves multiple defendants and the Authority’s Director of Law determines that separate representation is required. The Authority Counsel and Authority Counsel (Conflict) shall be expected to act on behalf of the Authority and provide legal advice on a wide spectrum of legal matters. Firms seeking to be selected as Authority Counsel or Authority Counsel (Conflict) should have significant experience and expertise in the following general practice areas:

Practice Area	Description
Litigation	General litigation, including commercial, contract, construction, procurement, personal injury liability, toll violation, and general matters.
Environmental	Environmental litigation, permitting, and compliance matters on both the state and federal level.
General Regulatory Compliance	Compliance with federal and state motor vehicle and highway laws, ADA and other laws and regulations applicable to the Authority.
Government	Governmental authority and agency governance (statutory, regulatory and other organizational matters); state ethics requirements and compliance; interagency agreements. Extensive knowledge of OPRA, OPMA, and the Administrative Procedures Act.
Governmental Procurement	Public bidding statutory and regulatory requirements and procedures; public bidding procedures, protests and disputes; and electronic bidding issues.
Contracts	Negotiation and implementation of contracts with Authority vendors, licensees, other governmental entities and other third parties, including contracts relating to Authority service areas and the PNC Bank Arts Center.

Real Estate	Acquisition (through purchase or eminent domain) of real estate, rights-of-way, easements and similar arrangements; land use transaction; negotiating the sale of real estate.
Bankruptcy	Representation of public entity creditors in bankruptcy matters.

The Firm designated as Authority Counsel will be expected to regularly attend meetings of the Board of Commissioners and to advise the Law Department and Authority managers on a broad range of legal matters, often on short notice.

2. Special Counsel Practice Areas

The Authority anticipates retaining one or more Firms to provide legal services in each of the following specialized practice areas. Firms seeking to be selected as Special Counsel in one of the following practice areas should have significant experience and expertise in that practice area. Firms with experience and expertise in more than one practice area may seek to be selected as Special Counsel in more than one area. A Firm with experience in the practice areas identified for Authority Counsel and having experience in one or more of the following areas may be designated as Authority Counsel (Conflict), as well as Special Counsel in such areas. The Authority reserves the right to assign matters arising in the below practice areas to Authority Counsel in its sole discretion. The number of Firms to be selected will be determined after the Authority has evaluated the Responses.

Practice Area	Description
Litigation	General litigation, including commercial, construction, procurement, personal injury liability, toll violation, and general matters.
Bond/Tax Counsel	The responsibilities of Special Bond/Tax Counsel shall include representation, advice and assistance with respect to all bond and tax matters involving the Authority, including: (a) preparation of bond resolutions and other bond issuance documents; (b) issuance of tax opinions and providing advice on tax issues with respect to arbitrage, rebate, issue price and other tax issues associated with the issuance of bonds, (c) preparation of tax certificates associated with the issuance of bonds, (d) review of liquidity and hedging facility structures and related documents, (e) advising the Authority regarding bond features and structures, (f) representing the Authority in tax controversies, and (g) performing other duties normally performed by bond counsel in the representation of independent state agencies, It is anticipated that one Firm will be selected to serve as Special Bond/Tax Counsel and one or more Firms will be selected to serve as counsel in the event Special Bond/Tax Counsel has a conflict, or where it has been determined to be appropriate by the Authority’s Director of Law.
Employment Practices and Labor Relations	Employment litigation, defense or investigation of EEO matters, investigation of EEOC matters, negotiation of collective negotiations agreements, grievances and employee disciplinary matters; employee benefit plans; ERISA.
Insurance	Representation of entities in claim disputes against insurance companies; reviewing and advising on legal and other issues regarding insurance policies.
Intellectual Property	Registration and protection of Authority intellectual property.
Police Protective	Representation of law enforcement officers in liability actions arising, primarily, from traffic stops and crashes.

C. Terms of Engagement

The term of all Counsel designations made pursuant to this RFQ will be for two (2) years with an option, at the Authority's sole discretion, and exercised by the Executive Director upon the advice of the Authority's Director of Law, to extend for two (2) additional one-year terms.

If selected, Firm(s) will be required to provide the following Services (the "Services"):

1. Provide competent legal counsel and advocacy;
2. Understand and be responsive to the Authority's goals for assigned work and be able to complete the assigned matters to achieve those goals;
3. Provide the Authority with periodic updates regarding staff changes to include deletions and additions to staff and their designation within the Firm;
4. Provide the Authority with information that would materially affect the ability of the Firm to properly represent the Authority. Firm(s) agree to provide said information immediately as known;
5. Accept assignments through an Agreement for Professional Services that will specify the work to be performed and term;
6. Adhere to the applicable Authority Guidelines for Counsel Invoices that are described in Section III of this RFQ and attached to the Professional Services Agreement;
7. Provide required resources in order to support the work assigned, including assigning a senior attorney to oversee all Authority matters and act as the lead contact for the Authority's Director of Law and designees;
8. Accomplish the assigned work in a manner that is efficient with respect to time, staffing and costs;
9. Maintain professional relationships and work with the Authority's Law Department, other Authority staff, and with the Authority's consultants and agents (including investment bankers, trustees, risk managers and insurance brokers) if directed, as part of a team, including providing needed reports, briefings to the Authority's Executive Staff, committees, and/or other staff, as directed by the Authority and as set forth in the Agreement for Professional Services and maintain open communication and accessibility to all concerned; and
10. Invoice the Authority for services rendered and agree to be subject to audit without notice;

11. Meet with the Authority’s Director of Law, and/or other Authority staff to discuss the budget for said Agreement on a quarterly basis or as requested.
12. Attend an initial orientation session with Authority’s Director of Law at an Authority location. The Authority will not pay for attendance at this meeting.
13. Meet with the Authority’s Director of Law and other Law Department staff annually to review matters assigned and other topics related to the Firm’s performance under the Agreement. The Authority anticipates that such meetings will last not more than two (2) hours and will, therefore, only pay for time in excess of that amount. The Authority will not pay for meeting preparation time.

If deemed appropriate and cost-effective, the Authority may decide to allow current Counsel to continue their representation with respect to pending matters or projects. This will be determined on a case-by-case basis. All affected Counsel will be advised of this decision by the Authority’s Director of Law in writing. To continue said representation, current Counsel must agree that the terms and conditions set forth in this RFQ apply. The Authority will issue a written confirmation of the continuing assignment and the specific terms thereof.

Except in those instances as set forth above, upon completion of the selection process described herein, any and all pre-existing designations of outside counsel in the practice areas that are the subject of this RFQ will expire. Any outside counsel currently designated as Special Counsel who seeks to be eligible for future retentions areas as Counsel must respond to this RFQ in accordance with the directions set forth within this RFQ.

D. Fees

1. General Fees:

During the term of placement on the Qualified List, the Authority will engage Authority Counsel, Authority Counsel (Conflicts), Special Counsel and/or Special Bond/Tax Counsel at the following rates:

Partner (or Equivalent):	\$200.00/hr.
Associate:	\$150.00/hr.
Legal Assistants/Paralegal:	\$ 90.00/hr.

2. Special Fees and Other Rules Applicable to Litigation Matters.

(a) Litigation Strategy and Budget

Upon an assignment of a litigation matter, the Firm will, within 30 days of assignment, submit to the Authority’s Director of Law or designee, a comprehensive analysis of said file setting forth, among other things, an opinion as to liability, the nature of any alleged injuries and the monetary exposure, a preliminary litigation strategy and budget using formats provided by the Authority’s Director of Law, together with any other

information deemed relevant. (A Firm's invoices on litigation matters will not be paid until the foregoing information has been provided to the Authority's Director of Law or designee.)

(b) Rates for Motions

i. Summary Judgment and other Dispositive Motions

After consultation with the Authority's Director of Law or designee, the Firm may prosecute motions for summary judgment. The assignment includes preparation and argument of the motion and entry of an appropriate Order. If the motion is denied, the Firm will provide a written report of the case which shall include, among other things, recommendations as to whether the denial of the motion should be appealed and the basis for such recommendation, any additional investigation or discovery that should be undertaken in order to prepare the case for trial and the settlement value of the case.

The Firm shall be paid a flat fee of \$2,000.00 for the preparation of said motion and attendance at any oral argument therefor. Continued Motion practice associated with the Summary Judgment Motion such as Cross-Motions and Replies are paid at the hourly rate.

Motions for Summary Judgment may be brought only with the consent and approval of the Authority's Director of Law or designee.

ii. Non-Dispositive Motions

After consultation with the Authority's Director of Law or designee, the Firm may pursue non-dispositive motions. The assignment includes preparation and argument of the motion and entry of an appropriate Order. If the motion is denied, the Firm will provide a written report of the case which shall include, among other things, recommendations as to whether the denial of the motion should be appealed and the basis for such recommendation, any additional investigation or discovery that should be undertaken in order to prepare the case for trial, and the settlement value of the case. The Firm shall be paid a flat fee of \$450.00 for the preparation of said motion and attendance at any oral argument therefor. Continued Motion practice associated with the Non-Dispositive Motion such as Cross-Motions and Replies are paid at the hourly rate.

In the case of summary judgment motions, Counsel will be required to request hourly compensation by preparing a memo that outlines the basis of the proposed motion, how the complexity and severity or nature of the matter justifies hourly compensation, an assessment of the likelihood the motion will succeed, and a cap on the fees. Counsel shall discuss their request with the Authority's Director of Law or designee prior to preparing such a memo in order to, among other things, discuss the expected fees associated with preparing such memo. If hourly billing is approved, Counsel will be required to report on the monthly invoices the actual fees billed for the motion and the remaining cap. If the Authority's Director of Law determines that a summary judgment motion should be filed, but that such motion does not merit hourly compensation, Counsel shall nevertheless file the motion and be reimbursed at the standard flat fee.

(c) Rates for Small Claims Matters

The Firm shall be paid a flat fee of \$2,500.00 for matters arising in the Special Civil Part, or other small claims matters. All trial work, including trial preparation, pre-trial and post-trial motions, shall be included in this set fee.

(d) Appeals

The Firm shall review the entire file, research and draft appellate briefs as well as make oral argument in assigned cases. Appellate work will be billed at the hourly rate of \$150.00 for Partners and \$125.00 for Associates.

For all assignments covered by Special Fees Applicable to Litigation Matters, the Authority's Director of Law, in his or her sole discretion, may authorize hourly compensation rates as set forth in Section III D1 above if, in the exercise of his or her sole discretion, same is deemed appropriate due to the complexity and severity of the matter.

(e) Settlements

When Counsel recommends that a matter be settled by the Authority, Counsel shall, after discussion with the Authority's Director of Law or designee, prepare a brief memo reciting the facts of the case and the theories of alleged liability, and an analysis why settlement is beneficial to the Authority.

E. Submission of Invoices for Payment

All invoices submitted by Counsel may be submitted by the Authority to a third party for review and payment. The invoices will be reviewed by Authority staff for accuracy and compliance with the RFQ, the Professional Services Agreement and the Guidelines for General and/or Special Counsel Invoices attached to the Professional Services Agreement.

F. Consultants and Experts

Consultants and Experts may only be retained by General and/or Special Counsel with the written consent of the Authority's Director of Law or designee. The specific terms of said engagement, including but not limited to scope of work, hourly rate and estimate of amount to be authorized, must be specifically agreed to by the Authority's Director of Law or the Executive Director. If such consent is not obtained, the Authority reserves the right to deny reimbursement for said costs.

G. Expenses

1. The Authority will reimburse for the following expenses:
 - a) Photocopies at \$.05 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by an Authority attorney.
 - b) Postage (actual postage costs only, i.e., no surcharge).

- c) Attorney's travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the Firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice noting the location of origin (the Firm's office or the attorney's home).
 - d) Parking and tolls.
 - e) Additional expenses may be approved by the Authority's Director of Law in extraordinary circumstances. Such approval must be received before said expenses are incurred.
2. The Authority will not reimburse for the following expenses:
- a) Filing fees (except in venues that do not permit the Authority exempt status)
 - b) Fax charges or scanning charges
 - c) Courier charges (unless there is prior approval)
 - d) In-house courier charges
 - e) Case management legal education for any personnel
 - f) Computerized legal research costs
 - g) Law office staff overtime
 - h) Cell phone or other telephone charges
 - i) Rent
 - j) Conference rooms
 - k) Equipment rental
 - l) Office supplies
 - m) Books and publications
 - n) Meals
 - o) Cabs and/or car services
 - p) Non-attorney or non-paralegal staff charges
 - q) Summer interns or legal interns
 - r) Any surcharge over actual costs
 - s) Mileage

- t) Travel time to meetings at Authority locations
- u) Time spent by attorneys or other staff in preparing or discussing and preparing bills
- v) Secretarial work or word processing time; this would include, but not be limited to, filing, typing/editing of memoranda and copying.
- w) General, diary or status file reviews (a review without a precipitating event)
- x) File reviews caused by a decision in Counsel's Firm to transfer the entire case or portion of a case between personnel
- y) File review to add personnel or replace personnel handling a case
- z) Attorney time spent supervising or reviewing work or work product generated by a partner at the Firm. Although the Authority will pay for attorney time spent supervising or reviewing associate work or work product, the Authority expects that such time will be minimal, as it is contemplated that the Firm will implement appropriate quality control measures to ensure that staff with the appropriate skills are handling matters.
- aa) Time spent preparing invoices or negotiating billing questions
- bb) Research on local rules or items considered basic or routine since the Authority has retained Counsel for its expertise and local experience
- cc) Preparation and/or review of internal memos
- dd) The Authority will not pay for the attendance of more than one (1) attorney at a meeting, whether internal or external, unless prior approval has been requested and received from the Authority's Director of Law. Only one representative of a Firm shall bill for intra-office meetings or consultations.
- ee) The Authority will not pay for compilation of the monthly status report. The Authority will not pay for providing updates to the Authority's third party administrator or required to be provided to the Authority's Director of Law when such updates consume less than 0.3 hours.
- ff) The Authority will not pay for the meetings described under items 11 through 13 of Section III.C of this RFQ except as provided therein.

The above listed billing rates are not negotiable. The Authority, in its sole discretion, may negotiate new rates for the two-year extension term(s).

The Authority reserves the right to review and adjust submitted invoices as it deems appropriate.

End of Section III

SECTION IV – RFQ RESPONSE, EVALUATION FACTORS AND CRITERIA

Proposer(s) are expected to examine this RFQ carefully, understand the terms and conditions for providing the services listed herein and respond completely, fully and accurately. FAILURE TO COMPLETE AND PROVIDE ANY OF THE DOCUMENTS REQUIRED AS SET FORTH IN THE CHECKLIST IN SECTION VII MAY RESULT IN YOUR FIRM BEING DISQUALIFIED FROM REVIEW AND NOT BEING RECOMMENDED FOR AWARD.

Responses must include a Letter of Intent which clearly indicates the practice areas set forth in Section III hereof for which Proposer wishes to be considered. A separate Section C (see below) must be submitted for each practice area. Responses must follow the order set forth in this Section IV.

A. General Requirements

1. The Response must detail the Proposer's experience, personnel, proposed scope and approach, and any other relevant information as set forth in greater detail below. The response may not exceed 25 pages, excluding exhibits.
2. All portions of this RFQ and the Response are considered to be part of the Professional Services Agreement and will be incorporated by reference therein.
3. All the requirements in the Check List (Section VI) must be complied with in order for the Response to be considered responsive to this RFQ and complete.
4. A Response must evidence ability to protect the Authority from errors and omissions. The Proposer(s) must present evidence of current insurance in the form of a Certificate of Insurance or a letter from its insurance broker that the specific Professional Liability Insurance required by this RFQ can be obtained. See Section V of this RFQ for all insurance requirements. The Response must include the requested evidence of insurance and financial capacity as indicated, in particular the amount of professional malpractice insurance coverage carried by the Proposer, the amount of any self-retention and the name of the carrier.
5. Proposers shall provide copies of audited financial statements or federal income tax returns for their Firm for the past three years. Also, Proposers are encouraged to provide current independent financial ratings from New Jersey state and nationally recognize/consensus rating bureaus (e.g. AM Best, Moody', Standard & Poor's).
6. Identify any conflict of interest (actual or perceived) that may arise if the Firm is designated as Counsel. Please note Counsel have a continuing obligation to disclose to the Authority any actual or potential conflicts. Additionally, retained Counsel must agree not to undertake any future representation that might result in the disclosure of the Authority's work product to potential or actual adversaries of the Authority. Include any pending litigation in which you are involved which may directly or indirectly affect your ability to assist the Authority in any matter.

B. Firm Profile and Approach to Services

1. Indicate the date the Firm was established.
2. Describe the legal services provided by the Firm.
3. Describe the Firm's specialty(s) and/or area(s) of expertise.
4. Provide the name, address, telephone number, email address, and facsimile number for the designated senior attorney contact person in the Firm.
5. Identify the number of employees in the Firm (licensed attorneys, legal support staff, other support staff). Indicate any special training or experience members of your Firm possess that may assist in providing the requested legal services. Confirm that all attorneys who will perform services are licensed to practice in the State.
6. Describe the participation of women and minorities in the Firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of the Firm that is owned by women and by minorities.
7. Provide a description of the Firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office and whether they are partners or associates.
8. Describe the Firm's approach to maintaining responsive communication with the Authority and keeping the Authority informed of problems and progress. In particular, describe any office technologies used by the Firm (such as extranets or file sharing technology) that will be used to facilitate secure communications and document exchange. Also describe the Firm's innovative approaches, if any, to using office technology to improve the quality of the Firm's work product and ensure responsiveness.
9. Describe how the Firm will ensure that all Firm staff members are aware of the Authority's policies and procedures, especially with respect to obtaining required approvals.
- 10. Describe how the Firm will manage work being done for the Authority to ensure that all Firm staff members are responsive, meeting applicable deadlines and producing professional work product.**

C. Firm Qualifications and Experience

1. Please indicate what percentage of the Firm's practice is in each of the practice areas for which the Firm is applying.
2. Describe the Firm's experience in in each practice area in which the Firm proposes to provide legal services to the Authority. In particular, identify and describe key matters the Firm has

handled since 2017, including any significant outcomes. Limit those descriptions to those most relevant to this RFQ and those that are most representative of the Firm's capabilities.

3. Provide a representative listing of the Firm's major private and public sector clients.
4. Identify any State agencies, departments or authorities represented by your Firm during the last five (5) years, generally and specifically with respect to each specialty area for which consideration is requested. For each matter, provide the name of the State agency, department or authority, a description of the matter, the dates of engagement and the name and contact information of the State employee responsible for overseeing the work of the Firm on that matter.
5. Identify any State agencies, departments or authorities before or against which the Firm has regularly appeared on behalf of other clients. (Please note that the Authority, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a) and RPC 1.7(b)(2)). Limit your response to the past ten (10) years.
6. Identify any governmental entities, agencies, authorities or political subdivisions, other than the State and those listed in Paragraph 4 above, that the Firm represents or has represented. Include the time period during which your Firm represented each such entity and the nature of the work performed. Limit your response to the past ten (10) years.

D. Attorney Qualifications and Experience

1. State the qualifications and experience of the particular attorneys proposed to staff the work assigned. For each member of the Firm that would be involved in handling the practice area for which your Firm is requesting to be considered, provide a detailed resume including information as to:
 - a. Education, including advanced degrees;
 - b. Years and jurisdictions of admission to practice;
 - c. Number of years engaged in the designated practice areas;
 - d. General work experience;
 - e. Any professional distinctions in the practice area (e.g. certifications in practice area, teaching experience, etc.);
 - f. Area(s) of specialization;
 - g. Office location of the attorney.
2. As to the members of the Firm who would be involved in representing the Authority in a particular practice area, describe the role each would play and the approximate percentage of

the work each would perform. Indicate the senior attorney in charge thereof and what percentage of the billable workload for such practice areas he/she will be responsible for. Please provide reasonable estimates.

E. Other Qualification Information

For Special Bond/Tax Counsel Only:

1. Provide a list of bond issuances for which the Firm has served as bond counsel, identifying the issuer, principal amount, interest rate mode (fixed, variable, BAB, etc.), liquidity facility, if any, hedging facility, if any, and any unique features of the issue.
2. Provide a list of tax controversies arising from bond transactions that the Firm has represented the issuer before the IRS.

For All Counsel:

1. Identify all adverse determinations against the Firm or any of its partners, associates or employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, State or Federal laws, regulations, court rules, or Rules of Professional Conduct.
2. Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your Firm or any of its partners, associates, employees or agents. **To the extent that the Firm cannot provide the Affidavit of Moral Integrity set forth in said Section II of the Agreement, it must provide a detailed explanation as part of its Response.**
3. Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if the Firm acts as Counsel to the Authority.
4. Include three (3) references that can attest to the qualifications of the Firm as set forth in the Response to this RFQ.

F. Evaluation Factors and Criteria

All Responses will be carefully evaluated for conformance with the requirements of this RFQ. Selection of law Firms will be based upon conformance to all of the RFQ's requirements and the demonstration of competency and responsibility as presented in the Response. While the requirements of the Response are set forth in Section IV, the rating criteria and weight given to that information are set forth below. Responses will be awarded a maximum of 100 points upon the following factors:

1. Quality of Response including Completeness, Clarity of Response and Proposed Approach to the Authority's Needs **35 Points**

The Evaluation Committee will consider the clarity and overall presentation of the Firm's Response to the Authority's RFQ and the Scope of Services outlined in Section III to indicate an understanding of the Authority's needs. This evaluation will include the quality and soundness of the Firm's Response, including the structure of the Firm, general comprehension of the requirements to handle the Authority's needs as well as general competence.

Evaluation will include the Firm's ability to support the Authority's needs given existing projects, and ability to complete assignments in timely fashion.

Evidence of insurance and financial capacity will be considered.

2. Quality of Firm's Relevant Experience/Expertise **25 Points**

Evaluation will include the proposed Firm's history in performing work similar to the Scope of Services outlined, in particular the proposed Firm's experience in representing public sector clients in the identified practice areas. Client references shall be considered.

3. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area(s) as well as the Overall Knowledge of New Jersey Law **30 points**

Evaluation will include qualifications and relevant experience of key personnel particularly those involved in day-to-day legal responsibilities. Consideration will be given to recognized abilities and qualifications of key personnel including, as the Authority deems necessary, individual attorneys' backgrounds.

4. Minority and Women Status **10 Points**

Evaluation will include the Firm's overall commitment to diversity.

End of Section IV

SECTION V: INSURANCE AND INDEMNIFICATION

A. Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this 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 \$2,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier’s right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers. This insurance shall not contain any provision under which claims made by the Authority against the Consultant would not be covered due to the operation of an insured versus insured exclusion.

Should the Services to be provided pursuant to this 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 \$5,000,000 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 \$2,000,000 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 avoidance of such insurance policies.
9. In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this 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. 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 (Recommended with submission, required from Successful Proposer prior to contract award.)	
K.	SMALL BUSINESS ENTERPRISE/DISABLED VETERAN OWNED 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 RFP) 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)

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 photocopy 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 photocopy 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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company . | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

- | | YES | NO |
|--|-----|----|
| 4. For each of the corporations, partnerships, or limited liability companies identified above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | | |

If you answered **YES** to Question 4, you must disclose the following: **(a)** the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class; **(b)** all individual partners in the partnership who own a 10% or greater interest therein; or, **(c)** all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.*

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

NAME _____
ADDRESS _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____

5. As an alternative to completing this form, a Vendor 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% or greater beneficial interest.*

* Attach additional sheets if necessary

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

List Date: January 10, 2022

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

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

Print Name: _____

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

Notary Public of _____ My Commission Expires: _____

EXHIBIT I

AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

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

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

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

FIRM NAME

NAME

TITLE

SIGNATURE

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

EXHIBIT J

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

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

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

EXHIBIT K

SMALL BUSINESS ENTERPRISE / DISABLED VETERAN OWNED ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / DISABLED VETERAN OWNED/ MINORITY / WOMAN BUSINESS ENTERPRISE FORM

If Proposer is registered with the State of New Jersey as a Small Business Enterprise (SBE) / Disabled Veteran Owned Enterprise (DVOB), 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 _____

Disabled Veteran Owned Enterprise _____

Proposer Name: _____

EXHIBIT L

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

SMALL BUSINESS ENTERPRISE FORM

SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION

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

(Attach additional sheet if necessary)

Proposer (Print Name)

Proposer's SBE Liaison officer (if applicable)

Telephone Number

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

EXHIBIT M

[Attach Certificate of Insurance or Letter from Broker]

EXHIBIT N

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

APPENDICES

- 1. Draft Services Agreement**
- 2. State Contractor Political Contribution Compliance Public Law 2005, Chapter 51 and Executive Order 117**

**APPENDIX 1
DRAFT SERVICES AGREEMENT**

AGREEMENT FOR _____

THIS AGREEMENT, dated _____, 2022 and effective _____, 2022, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, located at 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (the “Authority”), and _____, a [corporation] or [partnership] of the State of _____ with its principal offices located at _____ (the “Firm”).

WHEREAS, the Authority’s Department of Law periodically requires assistance from outside counsel to complement its existing capabilities and address fluctuations in workload; and

WHEREAS, the Authority wishes to engage the services of a professional firm with adequate staff and experience to perform these services in accordance with a Request for Qualifications (“RFQ”) dated _____; and

WHEREAS, the Firm is an organization proficient in the field of legal services sought by the Authority as outlined in Section III of the RFQ to which the Firm responded to the Authority with a Statement of Qualifications dated _____, (the “Response”), which Response was evaluated and determined to be the most responsive and advantageous; and

WHEREAS, the Authority wishes to enter into an Agreement with the Firm setting forth the terms and conditions for the legal services to be provided; and

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

1. DEFINITIONS.

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

“Counsel” or “Firm” means _____ located at _____;

“Director of Law” means the Director of Law of the Authority, who heads the Law Department.

“Services” refers to the provision of legal services in accordance with Section III of the RFQ dated _____, 2022 (a copy of which is attached hereto as Exhibit A and made a part hereof and incorporated herein) and the Response dated _____, 2022 (a copy of which is attached hereto as Exhibit B and made a part hereof and incorporated herein). The specific area of services to be provided shall be _____. The Firm shall be designated as [Authority Counsel] [Authority Counsel (Conflicts)] [Special Counsel]

2. STANDARD OF CARE. The Director of Law may disapprove any Service rendered by the Firm if it is not in accordance with the requirements of the Agreement or the standard of care of the Firm as set forth herein. The Firm represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. The Director of Law shall have the right throughout the course of the entire Agreement to review the Firm’s work and request remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the approved submittals and are limited to ensuring that the Firm has provided the Services in accordance with the requirements of this Agreement and the standard of care. All costs incurred by the Firm in performing any corrective services shall be borne by the Firm.

3. PROFESSIONAL SERVICES. The Firm agrees that the Services to be performed hereunder shall be those specified in the RFQ and the Response. Should any ambiguity or conflict exist among the Agreement, the RFQ, the Response and exhibits hereto in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 24. The Firm represents itself to be experienced and competent to perform the Services.

4. TERM. This Agreement shall be in effect for a period of two (2) years from the effective date of this Agreement. This Agreement also provides the Authority with the option for two (2) one-year extensions, which may be extended at the discretion of the Authority by the Executive Director upon the advice of Director of Law. During the term of the Agreement the Authority will have the right to procure additional services at the pricing and in conformity with the Services outlined in the Response.

5. PRIMARY ATTORNEYS; REPORTING.

(a) Primary Attorneys

The attorney(s) indicated in the Firm's Response to the RFQ will be the attorney(s) primarily responsible for Authority matters, although other attorneys in the Firm may also work on matters for the Authority. The Authority acknowledges that all members of the Firm will need the full cooperation of the Authority. The Firm agrees to promptly notify the Authority in writing of the identity of any such individuals that it desires to assign to perform the Services as a replacement for, or in addition to, the individuals named and listed in the Response. All replacements shall be subject to the approval of the Authority, provided however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that is equal to, or greater than, the subject of the replacement.

An attorney will be identified by the Firm as the attorney responsible for Authority matters (the "Responsible Attorney"); the Responsible Attorney shall remain in charge of and be accountable for the Authority's matters.

(b) Reporting

i. The Firm shall prepare and send a monthly status report, detailing the scope and current status of each matter for which it is responsible in form satisfactory to the Director of Law (the "Status Report"). This report shall be forwarded to the Director of Law or designee by the 5th day of each month. The Firm shall not bill for the preparation of the Status Report.

ii. The Firm shall meet with the Director of Law and other Authority staff to discuss the budget for the Services on a quarterly basis if requested. The Firm shall not bill for preparations for or attendance at such meetings

6. FEE SCHEDULE/COMPENSATION.

(a) The Authority will make payment to the Firm for services rendered on Authority matters in accordance with the Scope of Services set forth in Section III of the RFQ and the Guidelines for Submittal and Review of Outside Counsel Invoices which is attached hereto as Exhibit C. The Authority will be billed for all time spent on its behalf, on the terms and conditions as more fully set forth in the RFQ and as further described in the Guidelines for Submittal and Review of Outside Counsel Invoices attached hereto as Exhibit C.

(b) The Firm shall meet with Director of Law and other Department of the Law staff annually to review matters assigned and other topics related to the Firm's performance under this Agreement. The Authority anticipates that such meetings will last no more than two (2) hours and will, therefore, only pay for time in excess of that amount.

(c) The Firm shall not charge and the Authority shall not be obligated to pay any additional fees or expenses, unless detailed in the RFQ and this Agreement. The Authority shall not be obligated or liable under this Agreement to any party, other than the Firm, for the payment of any monies or the provision of any goods or services, unless specifically agreed upon between the parties as set forth in writing therein.

(d) Prior authorization by the Director of Law or designee of any and all expenditures for experts or other professionals must be received before engagement of same on the Authority's behalf. If such authorization is not received, the Authority may deny payment.

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

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

7. TERMINATION. This Agreement may be terminated or suspended by the parties pursuant to the following terms and conditions:

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

- (i) Immediately and without notice, upon failure by the Firm to remedy a material breach of its obligations under this Agreement within five (5) days of the date of written notice from the Authority of such material breach;
- (ii) For convenience, upon thirty (30) days prior written notice by the Authority;
- (iii) Immediately, if the Firm shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Firm and the act of bankruptcy alleged is not denied by the Firm; or if denied, is not removed or dismissed within sixty (60) days;
- (iv) Immediately and without notice, if any Firm Attorney providing services under this Agreement is subjected to discipline under The Rules of the Court of the State of New Jersey as is indicted or convicted of an offense described in Section 9 hereof.

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

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

8. RIGHTS UPON TERMINATION. In the event of a termination, pursuant to Section 7 hereof, if the total amount paid to a firm to complete the Services under this Agreement exceeds the compensation stated in this Agreement, the Firm shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging such other firm.

9. OBLIGATION FOR TRANSITION. At such time as this Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 4 hereof, the Firm will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of this Agreement in order to effect a smooth transition of the Services. In furtherance of this commitment, the Firm shall, for example, but without limitation, retain and timely transfer all relevant files (including electronic files) to the appropriate recipient, confer with the Authority, and with any other party at the Authority's instruction.

10. FIRM CONFLICT

(a) The Firm represents that it does not have any existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Firm. The Firm will also take all necessary steps to avoid the appearance of a conflict of interest and shall have the duty to disclose to the Authority prior to entering into, and during the term of this Agreement, any and all circumstances existing at such time which pose a potential conflict of interest.

(b) The Firm warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of the Authority, any cash or non-cash gratuity or payment with view toward securing any business from the

Authority or influencing such person with respect to the conditions, or performance of any agreements with or orders from the Authority, including, without limitation, this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the Authority and the Firm.

(c) Should a conflict of interest issue arise, the Firm agrees to fully cooperate in any inquiry and to provide the Authority or its designee with all documents or other information reasonably necessary to enable the Authority or its designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the Authority may have.

(d) The Firm shall comply with all laws, rules and regulations involving its practice including but not limited to, the New Jersey Rules of Professional Conduct for Attorneys.

11. DEBARMENT/SUSPENSION CERTIFICATION

By executing this Agreement, the Firm certifies that the Firm and all of its principals (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, (b) have not, within a five-year prior preceding the date of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government agreement or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses; and (c) are and shall remain in good standing with the bar of the state(s) in which they are licensed.

12. FORCE MAJEURE

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

13. INSURANCE.

The Firm shall procure and maintain, at its own expense, insurance in accordance with Section V of the RFQ.

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

14. INDEMNIFICATION.

The Firm agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them, against and from all damages, liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damages to property or Liabilities for injury or death of any person including, but not limited to, Liabilities for damages to property or Liabilities for injury or death of the officers, agents and employees of either the Firm or the Authority), resulting from any act, omission, negligence or willful misconduct of the Firm or any of its officers, agents, sub-consultants or employees, in any manner related to the subject matter of this Agreement. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

15. RIGHT TO AUDIT.

The Firm shall:

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

(b) If any audit pursuant to Section 13(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Firm's principal place of business where the Firm's records and books are maintained, then the Firm shall bear the additional cost of the audit.

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

16. EEO/AFFIRMATIVE ACTION.

The Firm agrees that:

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

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

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

However, if the Firm maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the

Treasury, State of New Jersey, it may be submitted in lieu of the Form AA-302.

17. APPLICABLE LAWS.

The Firm shall perform the Services in compliance with all applicable Federal, State and Local laws, ordinances, rules, regulations and orders.

18. GOVERNING LAW.

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

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

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

As to [Firm]: _____

As to New Jersey Turnpike Authority: Director of Law
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

21. PERSONAL LIABILITY.

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

22. PROFESSIONAL SERVICES AGREEMENT.

This Agreement between the parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

23. ASSIGNMENT.

This Agreement, or any part thereof, shall not be subcontracted or assigned by the Firm without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

24. INTEGRATION.

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

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFQ including all Exhibits attached thereto and incorporated therein) and Exhibit B (the Response) and Exhibit C (the Guidelines for Submittal and Review of Outside Counsel Invoices), in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- a) The Agreement;
- b) Exhibit C (the Guidelines for Submittal and Review of Outside Counsel Invoices);
- c) Exhibit A (the RFQ and all Exhibits attached thereto and incorporated therein);
- d) Exhibit B (the Response)

25. PARTIES BOUND.

This Agreement shall be binding upon the Firm and the Authority, their respective successors and assigns.

26. SEVERABILITY.

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

27. CONFIDENTIALITY.

(a) The Firm agrees that any and all information, whether in written, electronic or oral form, including documents and all other materials received from the Authority, the Director of Law, officers, employees, agents and representatives under this Agreement, are and shall be treated as confidential property. The Firm shall ensure that any and all of its employees granted access to such information and all subconsultants or agents hired by the Firm on behalf of the Authority shall comply with the confidentiality terms of this Section of the Agreement.

(b) The Firm shall exercise all reasonable efforts to safeguard the confidentiality of all Authority files and information.

(c) The documentation may not be in any way disclosed to others or used by the Firm, in whole or in part, without the prior written permission of the Authority. The Firm agrees to indemnify the Authority in connection with any failure of the Firm or its employees or agents to comply with its obligation under this Section 27. The obligations of this Section 27 shall survive the termination, expiration or rescission of this Agreement.

(d) In the event information or materials disclosed under this Agreement are sought from the Firm by a third party by way of subpoena, request pursuant to the Open Public Records Act, *N.J.S.A. 10:4-6 et seq.*, or by any other manner, the Firm will promptly notify the Director of Law to enable the Authority to respond to such request and the Firm shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure.

28. CODE OF ETHICS.

The Firm is advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which has been previously provided. By entering into this Agreement, the Firm agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

29. SECTION HEADINGS.

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

30. AMENDMENT.

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

31. WAIVER.

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

32. CONSTRUCTION.

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

[Signatures on following page]

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Kim Schurman
Secretary to the Authority

[Corporate Seal]

Approved by the Law Department

By: _____
John M. Keller
Executive Director

ATTEST:

NAME OF CONSULTANT

[Name]
[Title]
[Corporate Seal]

By: _____
[Name]
[Title]

Services Agreement

Exhibit A

[RFQ]

Services Agreement

Exhibit B

[Response]

EXHIBIT C
to Professional Services Agreement

GUIDELINES FOR SUBMITTAL AND REVIEW
OF OUTSIDE COUNSEL INVOICES

The following requirements and conditions will apply to payments made to those Firms who have entered into a Professional Services Agreement for Counsel (“Agreement”) pursuant to a Request for Qualifications dated April 8, 2022 (“RFQ”).

In providing representation to the Authority, the Firm is expected to perform in a manner designed to provide quality representation at the least possible cost. Counsel shall be diligent and zealous in handling the file. Counsel shall keep the attorney assigned to the matter within the Law Department apprised of the status of the case on a monthly basis at a minimum or as necessary and shall discuss all significant issues with him or her. Counsel shall provide a detailed memo as to the status of the case as requested by the Authority counsel. The memo shall include any significant developments in the case, discovery or motions made or contemplated, any settlement opportunities or recommendations and any significant upcoming events. Counsel shall also keep the Chief Financial Officer, Chief Operation Officer, Executive Director and General Counsel of the Authority advised as to the status of all bond and tax matters as is requested by such Officers,

Invoices are to be submitted monthly and shall be paid in accordance with the terms of the Agreement. Invoices shall be received by the Authority by the 10th day of the following month, and all monthly invoices for all matters shall be sent in a single set. No additional invoices will be entertained in a calendar month after the first set of invoices is received. Any work, charges or expenses inadvertently or otherwise omitted from an invoice shall not be billed separately but shall be included in the next monthly invoice. The Firm shall submit separate invoices for each matter being handled by the Firm as directed by General Counsel. The invoices shall contain a detailed statement of the time spent by each individual on each activity, including a statement of the type of activity, the subject matter, and all persons involved. The detailed statement of activity must be specific and cannot be bundled. Wherever feasible, each activity should be separately recorded (i.e., entries for various activities should not be routinely “lumped” under one-time entry). The Firm’s billing statements will set forth the time spent by each attorney and legal assistant in six (6) minute increments of which ten (10) such increments make up one (1) hour. **Monthly invoices should not be for an amount less than \$300, unless the invoice is the final invoice in the matter.** Notwithstanding the foregoing, all charges for legal work performed in connection with the issuance of a series of bonds shall be billed at the time of the closing of such series of bonds.

Unless a specific agreement is reached to the contrary, the Authority will pay for only the following categories of disbursements:

- a) Photocopies at \$.05 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by an Authority attorney.
- b) Postage (actual postage costs only, i.e., no surcharge).
- c) Attorney's travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the Firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice or the attorney's home.
- d) Parking and tolls.
- e) Additional expenses may be approved by the General Counsel in extraordinary circumstances. Such approval must be received before said expenses are incurred.

The Authority will not reimburse for the following:

- a) Filing fees (except in venues that do not permit the Authority exempt status)
- b) Fax charges or scanning charges
- c) Courier charges (unless there is prior approval)
- d) In-house courier charges
- e) Case management legal education for any personnel
- f) Computerized legal research costs
- g) Law office staff overtime
- h) Cell phone or other telephone charges
- i) Rent
- j) Conference rooms
- k) Equipment rental
- l) Office supplies
- m) Books and publications
- n) Meals
- o) Cabs and/or car services
- p) Non-attorney or non-paralegal staff charges
- q) Summer interns or legal interns
- r) Any surcharge over actual costs
- s) Mileage
- t) Travel time to meetings at Authority locations
- u) Time spent by attorneys or other staff in preparing or discussing and preparing bills

- v) Secretarial work or word processing time; this would include, but not be limited to, filing, typing/editing of memoranda and copying.
- w) General, diary or status file reviews (a review without a precipitating event)
- x) File reviews caused by a decision in Counsel's Firm to transfer the entire case or portion of a case between personnel
- y) File review to add personnel or replace personnel handling a case
- z) Attorney time spent supervising or reviewing work or work product generated by a partner at the Firm. Although the Authority will pay for attorney time spent supervising or reviewing associate work or work product, the Authority expects that such time will be minimal, as it is contemplated that the Firm will implement appropriate quality control measures to ensure that staff with the appropriate skills are handling matters.
- aa) Time spent preparing invoices or negotiating billing questions
- bb) Research on local rules or items considered basic or routine since the Authority has retained Counsel for its expertise and local experience
- cc) Preparation and/or review of internal memos
- dd) The Authority will not pay for the attendance of more than one (1) attorney at a meeting, whether internal or external, unless prior approval has been requested and received from the General Counsel. Only one representative of a Firm shall bill for intra-office meetings or consultations.
- ee) The Authority will not pay for compilation of the monthly status report. The Authority will not pay for providing updates to the Authority's third party administrator or required to be provided to the General Counsel when such updates consume less than 0.3 hours.
- ff) The Authority will not pay for the meetings described under items 11 through 13 of Section III.C of this RFQ except as provided therein.

The Firm shall maintain books and records, including retention of computer runs and billing reports that verify all hourly charges disbursements that are billed to the Authority.

The Authority reserves the right to review each invoice and modify as it deems appropriate. The Authority may in its sole discretion submit invoices to a third party for review and payment. All invoices will be reviewed by Authority staff for accuracy and compliance with the RFQ and the Agreement. Failure of the Firm to comply with the foregoing shall constitute a breach of the Agreement.

The Authority may, in its sole discretion require that some or all invoices be submitted by the Firm electronically by Firm personnel.

APPENDIX 2

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

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

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

DEFINITIONS

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

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

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

civil union partners, or resident children to a candidate for whom the contributor is eligible to vote, or to a political party committee within whose jurisdiction the contributor resides.

PROHIBITION ON THE AGREEMENTS/BREACH OF EXISTING THE AGREEMENT

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

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

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

CERTIFICATION AND DISCLOSURE REQUIREMENTS

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

In completing this form, the Business Entity must certify that no contributions prohibited by Chapter 51 or EO117 have been made by the Business Entity and must report all contributions the

Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. § 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of *N.J.S.A.* 19:44A-3(n) and *N.J.A.C.* 19:25-1.7. Failure to submit the required forms will preclude award of the contract at issue, as well as future contract opportunities.

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

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

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