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**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR QUALIFICATIONS  
FOR  
BROKER-DEALER PROFESSIONAL SERVICES**

**RM-177722**

**MARCH 15, 2023**

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## SECTION I -- INTRODUCTION

The New Jersey Turnpike Authority (“the Authority”) is soliciting Statements of Qualifications (“Responses”) for investment broker-dealers (“Broker-Dealers”) to provide investment services to the Authority. The Scope of Services to be performed is expressly set forth in Section III herein. The Authority seeks Responses from all interested and qualified providers (“Proposers”). The Responses should detail the information required in Section IV herein and any other information relative to companies’ capability to provide the Services requested. The resulting agreement will be for a term of two (2) years with an option that the Authority’s sole discretion to extend for three (3) additional one-year terms. Based upon the Responses received, the Authority will qualify up to ten (10) Broker-Dealers to perform the Services as hereinafter described. The selection of Broker-Dealers will be based on the evaluation criteria described in Section IV herein. The Authority will not incur fees associated with the underlying transactions. The Broker-Dealers will be paid by issuers of each transaction based on their independent agreements.

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. In addition, Proposers are required to comply with the Equal Employment Opportunity (“EEO”) requirements of P.L. 1975, 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 selected for 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.

**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 Janet Rzepka, Acting Director, Procurement and Materials Management ("PMM") Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX or e-mail are acceptable. The FAX number is 732-750-5399. The email address is [mcnally@njta.com](mailto:mcnally@njta.com). The inquiry deadline is **4:00 PM E.T., March 29, 2023**. 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 LEGAL COUNSEL OR CONSULTANT TO THE AUTHORITY ABOUT THIS RFQ WHILE THIS RFQ IS OUTSTANDING, EXCEPT AS OTHERWISE SET FORTH HEREIN. ADDITIONALLY, NO PROPOSER SHALL CONTACT ANY AUTHORITY COMMISSIONER OR ANY STATE OFFICIAL OR EMPLOYEE DURING THE RFQ PROCESS. FAILURE TO COMPLY WITH THIS GUIDELINE MAY RESULT IN PROPOSER'S DISQUALIFICATION.**

### C. Closing Date

One (1) original and seven (7) copies of the Proposals, as well as one (1) copy in an electronic format (USB or via email to [mcnally@njta.com](mailto:mcnally@njta.com)) must be received no later than **4:00 PM E.T., April 17, 2023** addressed to: Janet Rzepka, Acting 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		1 Turnpike Plaza
Woodbridge, NJ 07095		Woodbridge, NJ 07095

Responses not delivered by the stated time and date, unless such date and time is extended pursuant to a written addendum issued by the Authority, shall not be considered.

**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 Responses will provide a concise and precise delineation of 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” 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 the Response due date, 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 a Services Agreement by the Authority.

**J. Rejection of Responses; Rights of the Authority**

- (1) The Authority reserves the right to reject any and all Proposals, waive minor noncompliance, amend or supplement the RFP documents, re-advertise for Proposals or abandon the procurement and/or take such other action deemed necessary and in the best interest of the Authority, in accordance with law.
- (2) The Authority shall not be obligated at any time to make an award to any Proposer.
- (3) Proposers are advised that qualified, conditional or unbalanced Proposals or Proposals that are at variance with any provisions of the RFP or fail to meet any requirements thereof, may be rejected as non-responsive.
- (4) The Authority intends to select the Proposer whose Proposal is deemed to best satisfy the needs of the Authority, as determined from an evaluation of Proposals based on the criteria set forth in Section IV hereof.
- (5) The Authority reserves the right to conduct such investigations as it deems necessary as to the qualifications of any and all Proposers submitting Proposals in response to this RFP.
- (6) The Authority reserves the right to modify the dates set forth in the anticipated procurement schedule at Paragraph FF of this Section II.
- (7) The Authority does not guarantee or warrant the correctness of any information provided herein or accept responsibility for any omissions or deletions of information relating to this

RFP. Proposers must bring to the attention of the Authority any errors or omissions they discover in the RFP.

**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* (the "Act"), subject to any lawful redactions. A Proposer may request the Authority's General Counsel to deem certain sections of its proposal containing personal, financial or proprietary information non-disclosable, which determination shall be in accordance with the Act.

**N. News Releases**

No news releases pertaining to this RFQ or any program 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 person protected from discrimination, 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, gender identity or expression, or disability.

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 a Services 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, Department of Treasury, Division of Revenue and Enterprise Services. 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 “DVOB”) 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 subcontractors/subconsultants 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 Proposer provides the Authority with proof of valid business registrations for itself and for all subcontractors/subconsultants. Please include a copy of the Proposer's and any sub-consultants' Business Registration Certificates 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 State Contractor Political Contribution Compliance forms, pursuant to P.L. 2005, Chapter 51 and Executive Order 117 (Corzine 2008), 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 by the Successful Proposer. (Appendix 2) No Agreement will be issued unless and until the Treasurer approves the Successful Proposer's State Contractor Political Contribution Compliance forms.

**S. Affidavit of Moral Integrity**

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

**T. Code of Ethical Standards**

Applicants are advised that the Authority has adopted the New Jersey Uniform Code of Ethics ("Code"), a copy of which can be viewed by going to the following web site: <http://nj.gov/ethics/docs/ethics/uniformcode.pdf>. By submitting a response hereto, Proposer agrees to be subject to the intent and purpose of the 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 the Services 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 shall be grounds for rejection of a Proposer's Proposal.

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

Pursuant to *N.J.S.A. 52:34-13.2*, all Services performed under any agreement or performed under any subcontract awarded under any agreement shall be performed within the United States. All parties seeking business under an agreement with the Authority shall disclose the origin and location of the performance of their services that are the subject of the agreement. Each Proposer shall return to the Authority with its Proposal a 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 submit 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 submit 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 submit to the Authority with its Proposal the completed dated form entitled "Disclosure of Investment Activities in Iran" as set

forth in Exhibit F-1. Failure to include the completed and signed form may be grounds for rejection of Proposer’s Proposal.

**CC. Russia Interim Certification**

Prior to the time a contract is awarded, pursuant to P.L.2022, c.3, the successful Proposer must certify that neither the successful Proposer, nor one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. If the successful Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities to the Authority. Failure to provide such description will result in the Proposal being rendered as non-responsive, and the Authority will not be permitted to contract with such person or entity, and if a Proposal is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

If the Proposer certifies that the Proposer is engaged in activities prohibited by P.L. 2022, c. 3, the Proposer shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the Proposer does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

The Authority requests that all Proposers submit a copy of the form entitled “Certification of Non-involvement in Prohibited Activities in Russia or Belarus Pursuant to P.L.2022, c.3” with their Proposal. Proposers must include with their proposal a completed Certification of Non-Involvement in Activities in Russia, attached hereto as Exhibit F-2.

**DD. Liabilities to the Authority**

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

**EE. Pay-To-Play**

Pursuant to N.J.S.A. 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) if they receive contracts in excess of \$50,000 per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us). Each Proposer shall submit to the Authority with its Proposal the completed, dated form entitled “Election Law Enforcement Commission Requirement for Disclosure of Political Contributions” as set forth in Exhibit H.

**FF. Proposal Schedule**

Closing Date for Submission of Inquiries (4:00 PM, E.T.)	March 29, 2023
Closing Date of Receipt of Responses (4:00 PM, E.T.)	April 17, 2023
Oral Presentation [Tentative]	Week of May 1, 2023
Tentative Commission Approval	May 23, 2023

**End of Section II**

### SECTION III -- SCOPE OF SERVICES

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

The Authority is a public body corporate and politic of the State of New Jersey created under and by virtue of the New Jersey Turnpike Authority Act of 1948, constituting Chapter 454 of the Laws of New Jersey of 1948, as amended and supplemented (the “Act”). Pursuant to the Act, the Authority is authorized and empowered to, subject to any agreement with the bondholders, invest moneys of the Authority not required for immediate use, including proceeds from the sale of any bonds, in such obligations, securities and other investments as the Authority shall deem prudent. All investments that have been purchased or will be purchased under and pursuant to, and/or in accordance with, the terms and provision of the Act and a resolution of the Authority adopted on August 20, 1991 and entitled, “Turnpike Revenue Bond Resolution”, as amended and restated on September 26, 1991, and as further amended and restated on November 22, 1991, as the same has been and will be further amended, restated and supplemented from time to time (the “Bond Resolution”). Capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Bond Resolution.

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

1. The Authority manages an investment portfolio which currently ranges between \$3 billion and \$4 billion and is primarily comprised of U.S. Treasury, agency obligations, certificates of deposit and commercial paper. The Authority’s Board of Commissioners has adopted an Investment Policy that outlines the standards and procedures required in the investment of all monies by the Authority including funds held and invested by trustees on the Authority’s behalf. A copy of the current Investment Policy can be viewed on the Authority’s website at [http://www.njta.com/media/1046/fin\\_inv\\_policy\\_2013.pdf](http://www.njta.com/media/1046/fin_inv_policy_2013.pdf).
2. Investment transactions at the Authority are conducted by the Authority’s investment personnel either directly with Broker-Dealers or indirectly by providing instructions to trustees. The purpose of this RFQ is to create a pool of broker-dealers for the Authority’s investments needs. This process is designed to solicit information from broker-dealers who are interested in being evaluated. If deemed qualified Broker-Dealers will be added to a pool from which the Authority’s investment personnel will directly solicit bids for each investment transaction. Firms are expected to maintain appropriate standards of integrity and professionalism and comply with all applicable laws.

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

The Broker-Dealers shall perform the following services, in accordance with its area of expertise and the time frames, as required by the Authority:

1. Broker-Dealers shall execute trades via email, using Bloomberg’s platform (“BOOM”) or over the phone by the Authority’s investment personnel. The Authority will call/email broker-dealers for pricing. Awarding and confirmation of a trade will be finalized via email.
2. When the Authority issues new bonds, Authority personnel will solicit offers from Broker-Dealers to invest those initial bond proceeds in accordance with a draw schedule.
3. Trades must be conducted based on the needs of the Authority. The Authority periodically reviews how trades are executed with the desire to conduct them in the most efficient manner, while continuing to meet internal goals and guidelines.
4. Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income.
5. The Authority’s investment portfolio must be managed in a way that allows the Authority to meet all operating requirements, which might be reasonably anticipated. This need for investment liquidity may be tempered to the extent that the Authority is able to issue short-term notes to meet its operating requirements.
6. The Authority’s investment portfolio must be diversified to avoid incurring unreasonable and avoidable risks associated with concentrating investments in specific security types, maturity segments, or in individual financial institutions. (See Investment Policy)
7. Provide reports at the Authority’s request based on the portfolio held with the Broker-Dealer. Metrics should include but are not limited to par amount, market value, issuer concentration, benchmark comparisons as well as any other relevant information.

**End of Section III**

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

### **A. General**

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

### **B. Proposals**

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

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

1. Complete and submit the Broker-Dealer Questionnaire, attached hereto as Exhibit P.
2. Submit the Certification of Understanding, attached hereto as Exhibit Q.
3. Provide the name, title, business address, e-mail address, telephone number and fax number of the individual the Authority should contact regarding your Response.
4. Provide a brief description of your firm, its ownership structure and its state/country of incorporation or formation. Describe your firm's physical presence in the State of New Jersey, including the number of offices, the number of employees and the type of business activity conducted in the State. Also, please describe the participation of women and minorities in your firm. Please indicate the percentage of your firm that is owned by women and minorities.
5. Set forth fully the anticipated assigned liaison contact, professional and sub-professional staff to be used in providing the Services. Each individual's background and resumes should be included, as well as their anticipated respective functions and responsibilities. Sufficient responsible and professional personnel, with complete and capable supporting staff, must be provided to perform the Services.
6. Identify any existing or potential conflict of interest, or any relationships that might be considered a conflict of interest, that may affect or involve the provisions of Services to the Authority, including but not limited to conflicts with financial advisors, law firms providing services to the State or the Authority and State employees or Authority employees.

7. Describe any pending, concluded or threatened litigation, administrative proceedings or federal or state investigations or audits, subpoenas, or other information requests of or involving your firm or the owners, principals or employees thereof during the period beginning January 1, 2018 to date. Describe the nature and status of the matter and the resolution, if any.
8. All the documents listed in the (Check List in Section VI) must be submitted in order for a Proposal to be considered responsive to this RFQ.
9. The Proposer shall be required to submit a minimum of three (3) relevant references. Proposer references shall pertain to the nature of work performed, duration of the projects, relationship between the firm and the Proposer and other considerations regarding the ability and responsibility of the Proposers that the Authority deems appropriate. Include references that demonstrate ability and qualifications to conduct governmental audits.
10. Proposers shall provide copies of audited financial statements or federal income tax returns for their firm for the past three years. Also, Proposers are encouraged to provide current independent financial ratings from New Jersey state and nationally recognized/consensus rating bureaus (e.g. AM Best, Moody's, Standard & Poor's), if applicable.
11. Provide an example of reporting you would be able to produce at the Authority's request. There is criteria outlined in the detailed scope, but the Broker-Dealer is not limited to it. Include anything the Broker-Dealer thinks would benefit the Authority.

**C. Payments**

The Broker-Dealer will be paid by issuers of each transaction based on their agreement. The Authority will incur no direct fees or expenses for the transaction, including all professional, administrative and clerical services and all out-of-pocket expenses including but not limited to, photo copying, fax, email and computer usage incurred in connection with the completion of the Services required here. Travel time or costs are not reimbursable. The Authority will not compensate the Proposer for any administrative or clerical staff time, or for travel time.

**D. Evaluation Factors and Criteria**

Proposals will be carefully evaluated for conformance with the requirements of this RFQ. The Evaluation Committee will recommend the selection of a Proposer whose Proposal, conforming to the RFQ, is most advantageous to the Authority. Proposers will be awarded a maximum of 100 points based upon the following factors:

	<u>Points</u>
1. Strength of Firm:	30

Proposer must have at least the minimum regulatory capital or capital ratio to function as a broker-dealer or bank as required by the Securities and Exchange Commission, FINRA,

or other comparable licensing body or regulatory agency. The Proposers with more strength on net capital, capital ratio, and credit ratings will receive more points.

2. Experience on Similar Projects: 25

Experience performing investment services similar to what will be provided to the Authority. The Proposers with more experience in similar projects will receive a higher score.

4. Experience of Team: 20

Evaluation will include qualifications and relevant experience of key personnel, and the Proposer's functional organization and integration to deliver the Services required under the RFQ. The references to be provided by the Proposer for review shall pertain to the nature of the Services performed, and such other considerations regarding the ability and responsibility of the Proposer that the Authority deems appropriate. Specifically include the team's knowledge and direct experience in fixed income trading.

5. Firm's Procedures: 15

The Firm's procedures for making investments including receipt of trade tickets, the capabilities of using Bloomberg platform and providing market research.

6. Reporting: 10

The firm's ability to provide useful reports to the Authority based on the current portfolio at the time.

**End of Section IV**

## SECTION V: INSURANCE

### A. Insurance

Prior to the commencement of any activity pursuant to a contract awarded under this RFQ, the Successful Proposer 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.** Successful Proposer 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 Successful Proposer would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Successful Proposer 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.** Successful Proposer shall maintain commercial automobile liability insurance covering all vehicles owned or used by Successful Proposer 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 Successful Proposer 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 Successful Proposer or any subcontractors, to transport any hazardous materials, hazardous substances, hazardous wastes and contaminated soils, the Successful Proposer 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 Successful Proposer 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.** Successful Proposer 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.** Successful Proposer shall maintain Professional Liability Insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$10,000,000 each occurrence. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.
5. **Cyber Liability Insurance** Successful Proposer 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 Successful Proposer 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 Successful Proposer 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 \$10,000,000 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 Successful Proposer 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 Successful Proposer 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 Successful Proposer 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, Successful Proposer 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 Successful Proposer'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 Successful Proposer subcontracts any portion of its obligations pursuant to this RFQ, Successful Proposer 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 Successful Proposer. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Successful Proposer's policies as an additional insured.
7. It is agreed and understood by the parties that the obligation of the Successful Proposer 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 Successful Proposer 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 Successful Proposer.
8. The Successful Proposer 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 Successful Proposer hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.
9. In the event that the Successful Proposer 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 Successful Proposer or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the contract. If the contract 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 SUCCESSFUL PROPOSER ARE

SPECIFIED HEREIN, THE LIABILITY OF THE SUCCESSFUL PROPOSER 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 Successful Proposer 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**

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

	<b>CHECK LIST (CHECK OFF AS READ, SIGNED &amp; SUBMITTED)</b>	
<b>A.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
<b>B.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
<b>D.</b>	<b>OWNERSHIP DISCLOSURE FORM</b>	
<b>E.</b>	<b>VENDOR FIRM DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
<b>F-1.</b>	<b>DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN</b>	
<b>F-2.</b>	<b>RUSSIA INTERIM CERTIFICATION</b>	
<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE (Recommended with submission, required from Successful Proposer prior to contract award.)</b>	
<b>K.</b>	<b>SMALL BUSINESS ENTERPRISE/DISABLED VETERAN OWNED ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE/DISABLED VETERAN OWNED BUSINESS ENTERPRISE FORM SBE/DVOB FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE AND DISABLED VETERAN OWNED BUSINESS ENTERPRISE PARTICIPATION</b>	
<b>M.</b>	<b>INSURANCE (see Section V of RFP) for Insurance Requirements for the Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.</b>	
<b>N.</b>	<b>FINANCIALS (Provide copies of audited financial statements or federal income tax returns for the past three years.)</b>	
<b>O.</b>	<b>DIANE B. ALLEN EQUAL PAY ACT ACKNOWLEDGEMENT</b>	
<b>P.</b>	<b>BROKER-DEALER QUESTIONNAIRE</b>	

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

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

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

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

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
*N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27*

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

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

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

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

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

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

Submitted by:

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

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

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

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

**EXHIBIT B**

**AFFIRMATIVE ACTION INFORMATION SHEET**

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

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

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

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

(OR)

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

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

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

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

(OR)

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

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

Ss:

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

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

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

1. That Proposer wishes to demonstrate moral integrity in accordance with the services to be rendered/goods to be provided in accordance with 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 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 agreements performed by it, except as follow: **(If NONE, so state):** \_\_\_\_\_

4. That Proposer authorizes any depository or other agency later named to supply the New Jersey Turnpike 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 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 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 if a corporation, the corporation **(is, is not)** \_\_\_\_\_ incorporated in the State of New Jersey. If not a New Jersey Corporation, the Corporation **(is, is not)** \_\_\_\_\_ authorized to do business in the State of New Jersey. If not a corporation, please indicate if a partnership or sole proprietorship or limited liability company: \_\_\_\_\_ and the State of formation: \_\_\_\_\_ **(indicate State). (Attach copy of New Jersey Business Registration Certificate).**

8. That as of the date of signing this Affidavit, Proposer has not been disqualified from future bidding/proposing on any State of New Jersey projects/work/agreements, including but not limited to, projects/work/agreements of any State Agency, the New Jersey Turnpike Authority or any other independent authority, by reason of claiming its rights to withdraw a bid/proposal because of unilateral mistake, and has not been disqualified from future bidding/proposing on any State of New Jersey projects/work/agreements, including but not limited to, projects/work/agreements of any State Agency, the New Jersey Turnpike Authority or any other independent authority, for any other reason, except as follows: **(IF NONE, so state)** \_\_\_\_\_

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

Name of Corporation, Partnership, Sole Proprietorship or LLC

\_\_\_\_\_

By: \_\_\_\_\_  
Name/Title

(Corporate Seal, if applicable)

Sworn and subscribed to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

\*Attach additional sheets as necessary.

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

[Continued on next page]

CERTIFICATION

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

---

Signature

---

Date

---

Print Name and Title

---

FEIN/SSN

**EXHIBIT E**

**VENDOR DISCLOSURE FORM**

**VENDOR {BIDDER/PROPOSER}:** \_\_\_\_\_

**BID SOLICITATION/RFP #** \_\_\_\_\_

The Vendor {Bidder/Proposer} submits this form in response to a Bid Solicitation/Request for Proposals issued by the New Jersey Turnpike Authority, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

- All services will be performed by the contractor and subcontractors in the United States. **Skip Part 2.**
- Services will be performed by the contractor and/or subcontractors outside the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside the United States, please list every country where services will be performed by contractor and all subcontractors. If any of the services cannot be performed within the United States, contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The New Jersey Turnpike Authority's Director of Procurement and Materials Management Department will review this justification and, if deemed sufficient, may seek the Executive Director's approval.

<b>Name of Contractor / Subcontractor</b>	<b>Performance Location by Country</b>	<b>Description of Service(s) to be Performed Outside of the U.S.</b>	<b>Reason Why the Service(s) Cannot be Performed in the U.S.</b>

Any changes to the information set forth in this form during the term of any agreement awarded under the referenced Bid Solicitation/Request for Proposals or extension thereof will be immediately reported by contractor to the New Jersey Turnpike Authority's Director of Procurement and Materials Management Department.

If during the term of any agreement contractor shifts the location of services outside the United States, without a prior written determination by the Executive Director, contractor shall be deemed in breach of the agreement, and the agreement will be subject to termination for cause.

**CERTIFICATION**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**EXHIBIT F-1**

**NEW JERSEY TURNPIKE AUTHORITY**  
**\*\* 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 \_\_\_\_\_

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**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>

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

Telephone (609) 292-4886 / Facsimile (609) 984-2575

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: July 1, 2022**

EXHIBIT F-2

NEW JERSEY TURNPIKE AUTHORITY  
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES  
IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, c.3



**CHECK THE APPROPRIATE BOX**

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L.2022, c.3](#),<sup>1</sup> section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

**OR**

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

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*Attach Additional Sheets If Necessary.*

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90<sup>th</sup> day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Representative

\_\_\_\_\_  
Vendor

<sup>1</sup> Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

**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 contract 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 that 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 within 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 PURSUANT TO N.J.S.A. 19:44a-20.27**

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

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 contract for the Services.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract 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, 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 Proposer, its principals, officers or employees have 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 must 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 / DISABLED VETERAN OWNED BUSINESS  
UTILIZATION**

**SBE/DVOB UTILIZATION FORM**

OPS No. \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

1. Name & Address of Subconsultant/Supplier	2. SBE Certified	3. DVOB Certified	4. Type of Work to be Performed	5. Estimated Percentage of Contract

[ATTACH ADDITIONAL PAGES IF NECESSARY]

**PERCENTAGE TOTAL: SBE Subconsultant Utilization:** \_\_\_\_\_ (From column 5)

**PERCENTAGE TOTAL: DVOB Subconsultant Utilization:** \_\_\_\_\_ (From column 5)

**The undersigned will enter into a formal agreement with the SBE(s)/DVOB(s) listed above,  
if awarded the OPS set forth above.**

**Name of Firm (Prime):** \_\_\_\_\_

\_\_\_\_\_  
**Firm's SBE/DVOB Liaison Officer**

**Telephone No.** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**The certifications for all SBE(s) and DVOB(s) listed above shall be submitted together with  
this SBE/DVOB Utilization form.**

**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]**

**EXHIBIT O**

**DIANE B. ALLEN EQUAL PAY ACT ACKNOWLEDGEMENT**

Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.a., the Successful Proposer shall provide a report to the Commissioner of Labor and Workforce Development, in a form issued by regulation promulgated by the Commissioner, of information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. Data regarding compensation and hours worked by employees shall be reported in the form by pay bands to be established by regulation promulgated by the Commissioner. The Commissioner may establish a standard presumption for the number of hours worked by a fulltime employee or by a part-time employee for whom an employer does not track actual hours worked. An employer shall provide a report for each establishment of the employer.

Information regarding the Diane B. Allen Equal Pay Act and its requirements may be obtained from the New Jersey Department of Labor and Workforce Development (LWD) web site at: <https://nj.gov/labor/equalpay/equalpay.html>

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of \_\_\_\_\_ having principal offices at \_\_\_\_\_.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Name - Type or Print)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone Number)

**EXHIBIT P**

**Broker-Dealer Questionnaire**

*If additional room is needed for your response, a supplemental form may be used. Please cross-reference your response on both forms.*

1. Name of firm \_\_\_\_\_

2. Number of years in existence \_\_\_\_\_

3. Describe the Firm's corporate legal structure and ownership:

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

4. Have there been any changes in the Firm's ownership in the past five years?

Yes  No

If so, please explain:

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

5. Is the Firm representing a parent corporation or a subsidiary of another corporation?

Yes  No

If yes, provide audited financial statements and regulatory reports for the following most recent fiscal year end:

- The Firm's parent corporation, if applicable
- All of the Firm's and parent firm's subsidiaries.

6. Provide the Firm's corporate office contact information:

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

\_\_\_\_\_

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

7. If different from above, provide the Firm's local office contact information:

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

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

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

8. Is the Firm registered as a Broker-Dealer to do business in New Jersey?

Yes  No

If yes, how long has the Firm been registered? \_\_\_\_\_ Months  Years

9. Firm classification:

Broker

Dealer

Both

10. Is the Firm designated as a primary dealer by the Federal Reserve?

Yes  No

If yes, how long has the Firm been a primary dealer? \_\_\_\_\_ Months  Years

11. Is the Firm registered with FINRA?

Yes  No

If yes, please provide a copy of the following reports:

- Financial Industry Regulatory Authority (FINRA) Broker Check Report
- A FINRA summary report for the firm.

12. Which of the following entities has the authority to oversee the operation of the Firm, in terms of examinations, rules and regulations (check all that apply)?

FDIC

SEC

FINRA

Federal Reserve System

Other, please specify

13. Using the below table, provide the sectors of the Fixed Income Market the Firm executed trades in over the past 12 months:

SECTOR	AVERAGE TRADE SIZE	PURCHASES	SALES	TOTAL
U.S. Treasury Bills				-
U.S. Treasury Notes				-
Overnight Repurchase Agreements				-
Comercial Paper				-
Municipals				-
Agency Discounts:				
FNMA				-
Freddie				-
FHLB				-
Other				-

14. Please provide the Firm's credit ratings from the major rating agencies:

- Standard & Poor \_\_\_\_\_
- Moody's \_\_\_\_\_
- Fitch \_\_\_\_\_

15. Provide the following information for the Firm's most **current quarter** reports: *Note: Do not answer with "see financial report" as that will be construed as an unanswered question.*

- Debt/Equity % \_\_\_\_\_
- Assets \_\_\_\_\_
- Net Capital \_\_\_\_\_
- Minimum Net Capital Requirement \_\_\_\_\_
- Capital ratio \_\_\_\_\_
- Total Liabilities \_\_\_\_\_
- Total Stockholders' Equity \_\_\_\_\_

16. Has the Firm complied with the SEC's net capital requirements at all times during the last 10 years?

Yes  No

If no, please explain:

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17. Has the Firm ever been temporarily closed or prohibited from trading due to net capital inadequacy?

Yes  No

If yes, please explain:

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18. The Authority requires the use of delivery versus payment. Describe the Firm's normal process, including a description of reports, transactions, confirmation schedules, timing, safekeeping arrangements and auditing procedures. Attach regularly provided statements, transaction reports, confirmations and other documentation provided customers:

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19. Does the Firm have the ability to execute trades electronically with the Authority on Bloomberg's Platform (BOOM)?

Yes  No

If yes and the Firm have specific Terms and Conditions that the Authority has to accept in order to be entitled on the system, please include a copy of such terms with your submission.

20. Will the Firm provide a confirmation ticket via email, no later than three (3) hours after the execution of both electronic and voice trades? Statements should include the following:

- Security Type and CUSIP Number
- Issue Date, Maturity Date, Settlement Date, Trade Date, Call Date, Pay Date
- Rating
- Coupon Rate
- Par Value and Price

Yes  No

21. Does the Firm provide related services to its clients free of charge (periodic pricing, ratings information, research reports, market analysis, economic projections and newsletters)? *Note: NJTA will not consider such information as advice under the terms of the Municipal Advisor Rule.*

Yes  No

If yes, please provide samples:

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22. Provide a breakdown of the fixed income trading department (including professionals, clerical staff, traders, and salespeople):

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23. Since 2012, has the Firm or any of its employee's been subject to a regulatory, state or federal agency investigation for alleged improper, fraudulent, disputable or unfair activities related to the purchase or sale of any type of securities or investments?

Yes  No

If yes, please explain, providing specific details relative to those individuals providing service to DASNY:

---

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24. Have any of the Firm's senior managers or persons who will be responsible for our relationship been sanctioned or fined or otherwise cited by the SEC, NASD, FINRA or other regulatory body?

Yes  No

If yes, please explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. Has any public or government client ever claimed or sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of risk characteristics of the investment instrument as represented by your firm or any of its employees?

Yes  No

If yes, explain what caused these losses and what has been done to correct the problem:

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

26. Does the Firm participate in the Securities Investor Protection Corporation ("SIPC") investor program?

Yes  No

If no, explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT Q**

**NEW JERSEY TURNPIKE AUTHORITY  
BROKER-DEALER SERVICES  
Certification of Understanding**

I, \_\_\_\_\_ hereby certify that I personally read the Investment Policy of the New Jersey Turnpike Authority, that all information provided in this Request for Qualification (“RFQ”) is true and accurate to the best of my knowledge, and that I am authorized to release such information. All sales personnel will be routinely informed of the Authority investment objectives as well as Authority employees authorized to invest, and pledge to exercise due diligence in informing the Authority of all foreseeable risks associated with financial transactions conducted with our firm.

In the event of a material adverse change in the financial condition of our firm, we will notify the Authority immediately by telephone and in writing.

**Signature:** \_\_\_\_\_

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

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

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

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

## **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 SERVICES AGREEMENT** (the “Agreement”) is dated and effective \_\_\_\_\_, 202\_ (the “Effective Date”) by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (the “Authority”); and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, having its principal offices at \_\_\_\_\_ (the “Consultant”).

**WITNESSETH:**

**WHEREAS**, the Authority requires the services of a professional firm with adequate staff and experience to provide \_\_\_\_\_ in accordance with a Request for Qualifications, dated \_\_\_\_\_, including all addenda, if any, the “RFQ”, attached hereto as Exhibit A; and

**WHEREAS**, the Consultant is a professional company which is proficient in \_\_\_\_\_ and has submitted to the Authority an initial proposal, dated \_\_\_\_\_ (the “Initial Proposal”), in response to the RFQ; and

**WHEREAS**, the Authority evaluated the Response in accordance with the criteria stated in the RFQ and, after comparison with other submitted responses was deemed to be the most advantageous to the Authority; and

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

**WHEREAS**, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the parties’ rights and obligations with respect to the services, as hereinafter defined;

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

**1. DEFINITIONS.**

“Authority” shall mean the New Jersey Turnpike.

“Broker-Dealer” shall mean \_\_\_\_\_, with its principal

offices located at \_\_\_\_\_.

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

“Services” shall refer to investment services in accordance with the Response and the RFQ. The RFQ and the Response are incorporated by reference into this Agreement and attached thereto as Exhibits A and B, respectively.

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

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

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

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

conformity with the Services outlined in the Response.

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

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

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

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

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

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

(c) Upon termination of the Agreement by either party and upon receipt by the Firm of payment for all outstanding fees and charges, the files (including electronic files) pertaining to

Authority matters, Authority's papers and property will be returned promptly to the Authority upon request.

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

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

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

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

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

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

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

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

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

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

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

1. It does not discriminate in the hiring or promotion of any persons protected from discrimination 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 age, race, religion, creed, color, national origin, nationality, ancestry, sex, marital status, gender identity or expression, disability, 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 age, race, religion, creed, color, national origin, nationality, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability 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 age, race, religion, creed, color, national origin, nationality, ancestry, marital status, gender identity or expression, affectional or sexual orientation, disability or sex;
4. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
5. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

**14. DIVISION OF REVENUE REGISTRATION.** Pursuant to the terms of *N.J.S.A. 52:32-44*, prior to the execution this Agreement, the Consultant has provided the Authority with its Business Registration Certificate as proof of valid business registration with the Division of Revenue in the Department of the Treasury. The Consultant is required to receive from any subconsultant or subcontractor it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue, for each such subconsultant or subcontractor and provide copies thereof to the Authority. No subconsultant or subcontractor agreement shall be entered into by the Consultant on account of this Agreement with the Authority unless the subconsultant or subcontractor first provides proof of valid business registration to Consultant, who shall, in turn, provide copies to

the Authority.

**15. CONFIDENTIALITY.**

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

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

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

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

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

As to [Consultant]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As to New Jersey Turnpike Authority: Donna Manuelli  
Chief Financial Officer  
New Jersey Turnpike Authority

P.O. Box 5042  
Woodbridge, New Jersey 07095

With a copy to:

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

**18. PERSONAL LIABILITY.** In carrying out the provisions of this Agreement, or in exercising any power or authority granted to it pursuant to this Agreement, the Consultant agrees that neither the Authority nor its Commissioners, officers, agents or employees shall be personally charged by the Consultant with any liability.

**19. APPLICABLE LAWS.** The Consultant shall perform the Services in compliance with all applicable federal, State, and local laws, ordinances, rules, regulations and orders.

**20. 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 the Agreement shall be brought only in the Superior Court of the State of New Jersey.

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

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

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

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

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

- (a) Agreement
- (b) RFQ (Exhibit A)
- (c) Response (Exhibit B)

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

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

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

**28. PROFESSIONAL SERVICES AGREEMENT.** This Agreement is an agreement for Professional Services within the meaning of the statutes and laws of the State of New Jersey.

**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 the 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 this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE AUTHORITY**

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

[Corporate Seal]

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

Approved by the Law Department

\_\_\_\_\_

ATTEST:

**NAME OF CONSULTANT**

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

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

**Services Agreement**

**Exhibit A**

**[RFQ]**

**Services Agreement**

**Exhibit B**

[Response]

## 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.