



**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR PROPOSAL  
FOR  
BILLBOARD MANAGEMENT SERVICES**

**MARCH 2010**

# TABLE OF CONTENTS

Section No.		Page No.
I	Introduction.....	3
II	Administrative & Contractual Information .....	4
	A. Purpose .....	4
	B. Inquiries.....	4
	C. Closing Date.....	4
	D. The Proposals .....	4
	E. Proposer vs. Firm .....	5
	F. Signatures .....	5
	G. Incurring Costs .....	5
	H. Addendum to RFP.....	5
	I. Acceptance of Proposals .....	5
	J. Rejection of Proposals .....	5
	K. Final Contract.....	5
	L. Dissemination of Information.....	6
	M. Public Records.....	6
	N. News Releases .....	6
	O. Affirmative Action .....	6
	P. Small Business Enterprises Requirements .....	7
	Q. Division of Revenue Registration .....	8
	R. State Contractor Political Contributions Notice Public Law 2005, Chapter 51, EO 134 and EO 117.....	8
	S. Affidavit of Moral Integrity.....	8
	T. Code of Ethical Standards .....	8
	U. Proposals Become Property of the Authority.....	8
	V. Proposal Schedule.....	8
III	Scope of Services.....	9
	A. General .....	9
	B. Services .....	9
	C. Contract Administration Tasks .....	10
	D. Maintenance Services.....	11
	E. Installations on Billboard Structures .....	11
	F. Service Fees .....	12
IV	Proposal Requirements, Preparation and Format .....	13
	A. General .....	13
	B. Qualifications to Perform Services.....	14
	C. Proposal .....	14
	D. Evaluation Factors .....	14
	E. Evaluation Criteria .....	14
V	Insurance and Indemnification .....	17
	A. Insurance.....	17
	B. Certificate and Endorsement Requirements.....	17
	C. Renewal .....	19
	D. Indemnification .....	19
VI	Checklist and Exhibit Documents .....	20

## **SECTION I**

### **INTRODUCTION**

The New Jersey Turnpike Authority (the "Authority") is soliciting proposals from Firms for the provision of management for outdoor advertising displays on billboards located in Authority rights of way, facilities, structures and properties. Specifically, the Authority is seeking billboard management services ("Services") covering any existing and potential advertising signage in order to increase its current revenues by maximizing the use of the Authority's billboard assets. The Scope of Services to be performed is set forth in Section III herein.

The Authority is seeking to enter into an agreement with a billboard management company ("Firm") for a term of five (5) years, with the Authority maintaining the sole right to extend the length of the agreement for an additional period of up to five (5) years. The Firm selected to perform the services will be required to review the sixty (60) outdoor advertising permits issued by the New Jersey Department of Transportation ("NJDOT") and held by the Authority, and develop a plan to optimize the use of the billboard assets. The Firm will also be required to prepare specifications for public bidding for contracts to operate the Authority's billboards. Currently, Clear Channel and CBS Outdoor operate billboards through the use of eight (8) permits. **Firms and or their affiliated companies which currently own and/or operate billboards are prohibited from participating in this RFP solicitation.**

Responses to this Request for Proposals ("RFP") are required to detail the Firm's experience, financial responsibility, personnel, proposed managerial approach and pricing proposal, and such other relevant information pertaining to its ability to perform the Services. Such proposals must be responsive to all information sought in this RFP. Based upon the proposals received, the Authority intends to select one firm to perform the required professional services. The successful firm will be selected based on an evaluation of several criteria described in Section IV.

Upon review of all Proposals, the Authority may request that one or more Proposers appear for an oral presentation. Should an oral presentation be requested, it will be an opportunity for each Proposer to introduce its project staff to the Authority and to present supplementary information regarding its Proposal and credentials as related to the specific needs of the Authority. The Proposer may use handouts, display boards and other material during this oral presentation; provided, however, 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 project and the use of innovative and/or cost effective measures may be included in the oral presentation.

The solicitation of Proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37, and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.*

Proposers are required to comply with the EEO requirements of P.L. 1075, C.127 (N.J.A.C. 17:27).

## SECTION II

### ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. **Purpose**

This RFP contains a Scope of Services (Section III) which is intended to generally outline the Authority's requirements for the Services. However, the RFP does not attempt to define with specificity all the requirement of the Services, which will be memorialized in a final agreement to be negotiated between the Authority and the Firm.

B. **Inquiries**

**ONLY type-written** inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is 4:30 P.M. EST, March 18, 2010. Inquiries will not be entertained after this date and time. The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Copies of each inquiry and the Authority's written response will be forwarded to all Firms who requested a copy of this RFP from the Authority.

C. **Closing Date**

One (1) original and seven (7) copies of the Proposer's Proposal must be received no later than 4:30 P.M. EST, April 1, 2010 addressed to Andrea E. Ward, Director, Purchasing Department

Regular Mail

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

Federal Express or Other Overnight Delivery

New Jersey Turnpike Authority  
581 Main Street  
Woodbridge, NJ 07095

Proposals not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written Addendum.

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

D. **The Proposals**

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

**E. Proposer vs. Firm**

The terms “Proposer” and “Firm” are used frequently, and may be used interchangeably; however, “Proposer” is intended to identify the entity submitting a Proposal, while “Firm” is the entity to whom the contract is awarded.

**F. Signatures**

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

**G. Incurring Costs**

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

**H. Addendum to RFP**

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the Proposer to make an adequate interpretation of the provisions of this RFP, an addendum to this RFP will be provided to each Proposer.

**I. Acceptance of Proposals**

This RFP does not in any manner or form commit the Authority to award any contract. The contents of the Proposal may become a contractual obligation, if, in fact, a Proposal is accepted and a contract is entered into with the Authority. The Authority may award a contract solely on the basis of the Proposal submitted without any additional negotiations. The Authority reserves all rights to provide for additional negotiations 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 contract by the Authority. The Authority intends to award a contract to the Proposer, which in its sole judgment, provides the best product at the best value to the Authority, considering the Proposer’s Proposal, evaluation factors in this RFP and oral presentation (if conducted).

**J. Rejection of Proposals**

The Authority reserves the right to reject any and all Proposals or to negotiate separately with any Proposer in any manner or form that the Authority deems necessary to serve the best interests of the Authority. The Authority shall not be obligated at any time to award any contract to any Proposer.

**K. Final Contract**

Any contract entered into with a successful Proposer shall be a contract that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached contract, not otherwise set forth in this RFP, are hereby incorporated. It is understood that any contract that may be awarded will be on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

**L. Dissemination of Information**

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

**M. Public Records**

Any Proposal received from a Proposer under this RFP constitutes a public document that will be made available to the public upon request.

A Proposer may request the Director of Law to deem certain sections of its Proposal non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4 and the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., which determination shall be in the sole discretion of the Authority's Director of Law and designated OPRA custodian of records. Each page that the Firm believes to be non-disclosable because of the applicability of an OPRA exception or for another reason (such as Federal law) shall be specifically identified with a stamp or other notation indicating that the page is to be deemed confidential and not disclosed. The Firm shall also identify the specific OPRA exception or other law or regulation that it believes to exempt the designated information from public disclosure. OPRA exceptions are listed at N.J.S.A. 47: 1A-1.1 through N.J.S.A. 47: 1A-3.

Notwithstanding any such request or determination, the Authority cannot and does not provide any assurance that any information provided to the Authority will remain confidential. All Proposers are deemed to have submitted their Proposals and all information within or relating to same, with the understanding that the New Jersey Government Records Council or a court of competent jurisdiction may direct that any or all such information be released to the public without restriction.

**N. News Releases**

No news releases pertaining to this RFP or any Project to which it may relate shall be made without the Authority's approval. (The Authority will coordinate such review with the NJDOT).

**O. Affirmative Action**

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

In addition, the Proposer must state in the Proposal that the Proposer agrees to fulfill all requirements and goals and to complete the appropriate forms. The following are included in Section VI:

Exhibit A – Affirmative Action Information Sheet

Exhibit B – Mandatory Equal Employment Opportunity Language

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 AA-302 Form.

The appropriate form must be completed and submitted to the Authority by the selected Proposer immediately after being notified of award of the contract.

**P. Small Business Enterprises Requirements**

It is the policy of the Authority that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 12A:10A-1 et seq. or other application regulation, should have the opportunity to participate in Authority contracts.

To the extent the Proposer engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this contract, the Proposer must demonstrate to the Authority’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Proposer shall request listings of SBEs from the Division at (609) 292-2146 or (609) 777-0885, and/or the Authority and attempt to contact same;
2. The Proposer shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records;
3. The Proposer shall actively solicit and shall provide the Authority with proof of solicitations of SBEs for the provision of Services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media;
4. The Proposer shall provide evidence of efforts made to identify categories of Services capable of being performed by SBEs;
5. The Proposer shall provide all potential subcontractors and sub-consultants with detailed information regarding the Services;
6. The Proposer shall provide evidence of efforts made to use the services of available community organization, consultant groups, and local, state and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Proposer shall submit proof of its subcontractors’ and/or sub-consultants SBE registrations on the form attached as Exhibit M, and shall complete such other forms as may be required by the Authority for State reporting as to 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 a contract with the Authority. No contract shall 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 subcontractor and/or sub-consultant it uses for goods and services under this contract, proof of valid business registration with the Division of Revenue. No subcontract shall be entered into by any contract with the Authority unless the subcontractor and/or sub-consultant first provides proof of valid business registration. Please include a copy of the Proposer's Certificate of Registration with the bid submission. (Exhibit J)

All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-1730.

**R. State Contractor Political Contributions Notice  
Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117**

The intended awardee will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Purchasing Department to be completed and returned to the Authority for submission to the State Treasurer. Upon approval by the State Treasurer, the Authority will issue a contract. (Exhibit D)

**S. Affidavit of Moral Integrity**

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

**T. Code of Ethical Standards**

The Proposers are advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which is attached as Exhibit K. By submitting a Proposal, the Proposer agrees to be subject to the intent and purpose of said Code and to the requirements of the Division on Ethical Standards of the State of New Jersey.

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

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

**V. Proposal Schedule**

Closing Date for Submittal of Inquiries (4:30 PM EST)	March 18, 2010
Closing Date of Receipt of Proposals (4:30 PM EST)	April 1, 2010
Oral Presentations (if needed and tentative)	April 8, 2010
Tentative Commission Approval	April 27, 2010

## SECTION III

### SCOPE OF SERVICES

#### **A. General**

The Authority is soliciting proposals from Firms for the right and privilege to provide management for the outdoor advertising displays (billboards) on Authority rights of way, facilities, structures and property. Management services will cover any existing or potential advertising signage. Specifically, Authority is seeking a firm that can increase current revenues by optimizing Authority's billboard assets.

To date, the Authority holds sixty (60) outdoor advertising permits issued by NJDOT. The agreements presently in place with the billboard operators provide for the Authority to retain ownership of the permanent structure footings of the billboards while the outdoor advertising structures remain the property of the advertising firms. The annual permit fees vary depending on the square footage of each billboard. The Authority is required to pay for the annual permit renewal fees associated with the billboards. The current operators reimburse the Authority for the cost of these permits.

Clear Channel operates the following billboard structures:

- Three 2000 sq. ft. double-sided billboards with an annual permit fee of \$635.00 each
- One 1000 sq. ft. single-sided billboards with an annual permit fee of \$460.00 each.

CBS Outdoor operates the following billboard structures:

- Two 2000 sq. ft. double-sided billboards with an annual permit fee of \$635.00 each.
- One 1344 sq. ft. double-sided billboards with an annual permit fee of \$635.00 each.
- One 3000 sq. ft. three-sided billboards with an annual permit fee of \$635.00 each.

The remaining fifty-two (52) outdoor advertising permits were obtained by the Authority to prevent non-affiliated advertising firms or businesses from constructing billboards adjacent to the Authority's right of way and profiting from traffic. Each of these permits provide for 98 sq. ft. of advertising space. The annual renewal fee for each permit is \$25.00. No billboard structures have been constructed on any of these permitted sites.

#### **B. Services**

Accordingly, the Proposer must demonstrate an ability to provide the Services, which shall include, but not necessarily be limited to, the following:

1. Providing similar out-of-home advertising management services for public agencies, utilities and/or developers;
2. Developing out-of-home assets and marketing those assets;
3. Negotiating advertising licenses/contracts;

4. Investigating local and state ordinances which control the placement or removal of existing billboards and working with various municipalities to enable and ensure timely permitting for recommended displays; and
5. Providing ongoing out-of-home management services including auditing and contract enforcement.

### **C. Contract Administration Tasks**

The Firm will be expected to:

1. Evaluate the current and future revenue potential of the Authority's existing billboard assets and contracts;
2. Develop a recommended plan for optimizing those assets and increasing revenue to the Authority;
3. Implement the plan upon approval from the Authority;
4. Investigate all applicable state and local ordinances regarding the placement or removal of billboards;
5. Coordinate with all appropriate municipalities to ensure proper and timely permitting for all recommended changes;
6. Provide ongoing management of the Authority's billboard assets; and
7. Create no additional costs for the Authority.
8. Prepare specifications for public bidding to construct and maintain the Authority's billboards. Responsibilities include but are not limited to:
  - a. Construct support structures for billboards on the Authority's right-of-way at locations with approved outdoor advertising permits. The construction and maintenance of all billboards must be in accordance with the Authority's and NJDOT applicable regulations. Construction plans and specifications will be reviewed and must be approved by the Authority's Engineering, Maintenance and Operations Departments prior to commencement of construction.
  - b. Provide all personnel, equipment and other resources necessary to design and construct the billboard structures.
  - c. Install all necessary utilities, including electrical connections required for each billboard location.
  - d. Obtain all necessary permits, including building permits issued by the New Jersey Department of Community Affairs and traffic permit from the Authority's Operations Department. In addition, all necessary lane closings on the Turnpike shall be installed by the Authority's Maintenance Department, with costs for those services to be borne by the Firm. (Traffic protection costs, including costs for lane closings are enumerated in the Authority's regulations at N.J.A.C. 19:9-2.11(d).)
  - e. All costs of construction are to be borne by the Firm

9. The Firm will be required to maintain separate books and accounting records for all facilities covered under the agreement. Such books and records shall include any revenues, costs, or other financial items associated with the operation of each facility, and kept in a form and manner reasonably satisfactory with the Authority. These books and records shall be open to inspection and audit by a representative of the Authority at all times during regular business hours at the Firms' corporate office.

#### **D. Maintenance Services**

1. Maintain existing and newly-constructed billboards. Once constructed, a billboard structure may not be altered without prior written approval by the Authority.
2. Conduct scheduled inspections of each billboard structure and implement a routine maintenance and preventative maintenance schedule (to be reviewed and approved by the Authority. Such a schedule may include, but not limited to, necessary repainting, light replacement or structural repair. The Firm shall provide documentation of maintenance activities performed at each location on an annual basis.
3. Maintain an emergency response plan to address graffiti, major structural defects and other conditions that, in the opinion of the Authority, require immediate attention.
4. All maintenance and upgrade costs are to be borne by the Firm.

#### **E. Installations on Billboard Structures**

1. During the term of the agreement, the Authority will retain the exclusive right to install and maintain traffic management equipment ("TME") and Personal Communication System Antennas ("PCS") on the billboard structures.
2. The Authority reserves the right, and may permit third parties to install TME on any or all of the billboards installed by the Firm.
3. The Authority reserves the right, and may permit third parties to install PCS on any or all of the billboard structures.
4. The Authority will coordinate with the Firm (regarding schedule and other logistics) to facilitate the installation of TME and/or PCS.
5. The entity who installs either the TME or PCS will be solely responsible for costs associated with the installations and maintenance for these projects and for equipment related thereto and for any damage done to the billboard structure that occurs as a result of those installations.
6. The Firm will not be entitled to install, lease, sell or otherwise obtain revenue from the installation of TME or PCS or any other object or equipment on the billboards. The Firm may only place commercial advertisements or public service announcements on the billboards. The Authority reserves the sole right to derive revenue from the placement of TME and/or PCS.
7. The Authority will obtain ownership of the structure footing of the billboards upon completion of the agreement with the Firm.

The requirements listed above are to be considered minimum mandatory requirements. The Authority welcomes imaginative, innovative approaches that may be proposed. Firms should feel free to propose any advertising techniques that may not be specifically required within this document. Each Firm must, however, submit a Proposal that addresses and includes the minimum requirements listed above.

The Firm will be required to select a project manager who will be dedicated to the Authority's project for the term of the agreement, along with other principals and/or members of the project team for the term of the contract. The management firm will be responsible for providing proof of prevailing wage to crews working on the billboards - such work may be covered by public works codes.

**F. Service Fees:**

The Firm will remit a fixed percentage of revenue to the Authority monthly based upon the actual revenue collected the prior month (See Section IV E4 of this RFP). Monthly payments are to be made to the Authority by the 10<sup>th</sup> business day of the following month. If there is no revenue generated by the Proposer in any month, than no payment will be due to the Authority for that month.

The Firm will submit a monthly statement in reasonable detail as requested by the Authority which will indicate the amount of revenue collected that month, the source and terms of that revenue, and a calculation detailing the Authority's share of the revenue. The Authority reserves the right to audit the books and records of the Proposer at any time.

**End of Section III**

## SECTION IV

### PROPOSAL REQUIREMENTS, PREPARATION AND FORMAT

#### A. General

1. A Proposal is requested from the Firm. The Proposal will detail the Firm's experience, personnel, proposed scope and approach, and any other relevant information. The Proposal shall specify the annual fee amount for performing the Services referenced.
2. All portions of this RFP and the Proposal are considered to be part of a contract and will be incorporated by reference.
3. All the requirements listed in the Check List (Section VI) must be complied with in order to be considered responsive to this RFP:
4. Proposers shall respond to this RFP in accordance with the following format so as to ensure the submission of information essential to a comprehensive evaluation of the proposals. The content may be expanded, but the format must be adhered to. A minimum of five (5) copies of the proposal shall be submitted.

The proposal shall contain those items outline below, and be presented on 8½" x 11" sheets. Proposals need not be elaborate nor contain unnecessary art work; rather, they should be typewritten and reproduced in as economical a manner as necessary to present the following information:

#### a. Proposal

1. Title Page
2. Transmittal Letter
3. Table of Contents
4. Executive Summary of Response of RFP (5 page limit)
5. Response to the Scope of Services

#### b. Program Organization

1. Program Organization Chart – integrated organization charts must be provided containing key personnel and their allocation to specific tasks.
2. Key personnel – This section should include a history and professional biography of the principal personnel who will manage the provision of the Services and other senior professional who will either be in charge of various subtasks or be contributing significant effort to the provision of the Services. A biography for all personnel listed in the organization charts must be included.

## **B Qualifications to Perform Services**

Firms should, at a minimum, have the following qualifications:

1. Five years experience in providing similar outdoor advertising management services for public agencies, utilities and/or developers;
2. Significant knowledge of the out-of-home advertising industry and participants;
3. Expertise in pricing, marketing and brokering out-of-home advertising development rights;
4. Expertise in designing various outdoor advertising programs;
5. Expertise and experience in assessing and improving asset values;
6. Ability to represent the Authority without conflict of interest with existing out-of-home advertising companies, advertising agencies or development interests;
7. Ability to provide on-going management services, including revenue collection, auditing, and contract enforcement.
8. Working knowledge of Roadside Sign Control and Outdoor Advertising Act, N.J.S.A. 27:5-5 et seq. and implementing regulations of NJDOT, N.J.A.C. 16:41C-1 et seq.

## **C. Proposal**

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

The Proposal shall set forth fully the anticipated assigned liaison contact, professional and sub-professional staff and anticipated sub-contractor to be used on the project. Individuals' background, resumes, etc. should be included, as well as their anticipated functions and responsibilities on this project. Sufficient, responsible, professional personnel, with complete and capable supporting staff, must be provided for a timely and complete project.

## **D. Evaluation Factors**

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

## **E. Evaluation Criteria**

Weight

1. **Credentials of the Project Team** **25%**  
Evaluation will include qualifications and relevant experience of key personnel, and the Firm's functional organization and integration to deliver the Services required under the RFP.

The proposal should thoroughly define the Proposer's understanding of the scope of work and approach to this project. The proposal must fully set forth the name of the anticipated project manager, as well as professional and sub-professional staff, and any subcontractors to be used to perform the Services. A listing of all individuals for all tasks and work for this assignment is required to be presented. Individuals' backgrounds, dated and detailed resumes, must be included, as well as their anticipated functions and responsibilities in performing the Services.

Sufficient, responsible, professional personnel, with complete and capable supporting staff, must be provided for a timely and complete project.

Included with the proposal shall be a bar chart or timeline schedule which illustrates the Proposer's intended approach for implementing the major tasks for the implementation of the Services. The proposal must also include the applicant's history in performing work similar to the Scope to the Services required as outlined in Section III. Include a listing of its current and projected locations where it has, or presently performs work similar in nature to the Services sought by the Authority.

2. **Experience of the Proposer on Similar Projects 25%**

Evaluation will include the Firms' and staff's experience with similar projects as they pertain to these Services with the Authority or similar public agencies or entities as follows:

- a. Client References – The references should include a short description of the project and the Firm's role in the project, the agency, and address, a contact person and a current phone number. A minimum of three (3) references shall be supplied.
- b. The Firm shall provide evidence of experience in providing services similar to the Services set forth in Section III and shall include the following areas:
  - i. List (giving names of projects, locations and owners) applicable work your Firm is responsible for and firms associated with (if any).
  - ii. Describe capabilities of personnel available in your Firm or joint venture in the areas that specifically apply to your submission.
- c. Summaries of brief descriptions of projects performed by the proposed that are related to requirements of this RFP. Limit those descriptions to those most relevant to this RFP and those that are most representative of the Firm's capabilities.

3. **Understanding of Authority's Needs 20%**

Evaluation will consider the clarity and overall presentation of the Firm's proposal. Include a description of the Firm's financial strength. Submit either a certified audited financial statement or financial statements reviewed by an independent certified public accountant under generally accepted accounting principles, with full disclosure, and such financial statements shall be accompanied by an Accountant's Review Report. Such financial statements must be submitted for each of the three most recent fiscal years.

4. **Price 30%**

The Proposer must indicate the fixed percentage of revenue generated from the Services required under the Scope of Services which will be paid to the Authority. The Authority will receive 100% of the annual revenue generated up to \$575,000. Therefore the Proposer will indicate the fixed percentage of revenue to be remitted to the Authority for all annual revenue generated from \$575,001 and above.

The Authority anticipates that any proposal will include elements of a program to increase revenues to the Authority through the maximization of its billboard

permits consistent with applicable State law. Revenue development programs should be accompanied by supporting financial data and projections as to anticipated operations during the term of the agreement with the Authority. Any proprietary and confidential internal financial projections that are shared with the Authority should be clearly marked. The Authority will maintain such materials as confidential to the extent permitted by applicable law.

## SECTION V

### INSURANCE AND INDEMNIFICATION

#### **A. Insurance**

The Firm shall procure and maintain, at its own expense until acceptance by the Authority of the project, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Firm shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in a form satisfactory to the Authority showing that it has complied with this article. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given the Authority. All certificates and notices of cancellation change shall be mailed to: Director of Law, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Firm shall furnish the Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Firm fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under the contract. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Firm.

The types and minimum limits of insurance shall be:

#### 1. Commercial General Liability Insurance

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

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

This policy shall name the Authority, its Commissioners, officers, employees, and agents as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors' Coverage. Products Completed Operations coverage

shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

2. Business Automobile Liability Insurance

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

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$2,000,000.

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

3. Workers Compensation and Employers' Liability Insurance

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

4. Professional Errors and Omissions Insurance

The Firm, upon award of the contract, shall provide its own Professional Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the annual aggregate exclusive of the amounts required for Commercial General Liability Insurance. The Firm shall maintain its Professional Errors and Omissions Insurance in effect for a period of two years following the termination of the contract. This policy shall name the Authority, its Commissioners, officers, employees and agents as additional insured.

**B. Certificate and Endorsement Requirements**

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

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Authority.
2. All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority
3. With respect to policies (A1) (A2) and (A6) 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 the Authority." Insurance Coverage in the minimum amounts provided for herein shall not relieve the Firm of any liability which might exceed that amount, nor shall it preclude the Authority from taking such other actions as are available to it under any other provisions of this contract, or otherwise in law.

The Firm shall also require that all of its contracting parties comply with the insurance requirements stated above including providing evidence of such insurance coverages in the same manner as stated above.

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

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

**C. Renewal**

In the event that the Firm fails or refuses to renew any insurance policy required to be maintained herein, or if such policy is canceled or modified so that the insurance does not meet the requirements contained herein, the Authority may, at its sole discretion, purchase insurance on behalf of the Firm, or it may issue a notice of default to the Firm. The Authority may waive or modify any requirement set forth in the insurance program set forth herein. During any period when the required insurance is not in effect, the Authority may suspend performance of the Services. If the Services are suspended, no extension of time to perform the Services shall be due on account of such suspension.

**D. Indemnification**

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

## **SECTION VI**

### **CHECKLIST AND EXHIBIT DOCUMENTS**

**CHECKLIST**

THE FOLLOWING ITEMS, AS CHECKED BELOW, MUST BE SUBMITTED WITH YOUR RFP RESPONSE PACKAGE ALONG WITH THE CHECKLIST ITSELF:

If checked,  
required by NJTA

Check off as  
Read, Signed &  
Submitted

√		<b>CHECK LIST</b>	√
√	<b>A.</b>	<b>AFFIRMATIVE ACTION INFORMATION SHEET</b>	
√	<b>B.</b>	<b>MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)</b>	
√	<b>C.</b>	<b>AFFIDAVIT OF MORAL INTEGRITY</b>	
√	<b>D.</b>	<b>STATE CONTRACTOR POLITICAL CONTRIBUTIONS NOTICE Public Law 2005, Chapter 51, Executive Order 134 and Executive Order 117</b>	<b>FYI</b>
√	<b>E.</b>	<b>STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT</b>	
√	<b>F.</b>	<b>VENDOR DISCLOSURE FORM – EXECUTIVE ORDER 129</b>	
√	<b>G.</b>	<b>NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX</b>	
√	<b>H.</b>	<b>NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS</b>	
√	<b>I.</b>	<b>AFFIDAVIT OF NON-COLLUSION</b>	
√	<b>J.</b>	<b>NJ BUSINESS REGISTRATION CERTIFICATE</b>	
√	<b>K.</b>	<b>NJ UNIFORM ETHICS CODE</b>	<b>FYI</b>
√	<b>L.</b>	<b>SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM</b>	
√	<b>M.</b>	<b>SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION</b>	
√	<b>N</b>	<b>PERFORMANCE BOND</b>	
√		<b>REQUIRED INSURANCE DOCUMENTS (see Section V of RFP for Insurance Requirements for this Contract) Submit proof of insurance – either certificate or letter from broker with proposal</b>	

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

\_\_\_\_\_  
(Title)

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

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

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

**EXHIBIT A**

**AFFIRMATIVE ACTION INFORMATION SHEET**

IN ACCORDANCE WITH THE TERMS OF THE ATTACHED 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 (NJAC 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 Form AA-302 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 Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the NJTA's Copy (Pink) returned to the Turnpike Authority Purchasing 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 B

### **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 SERVICE CONTRACTS

During the performance of this contract, 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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 Firms 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, where applicable will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of the Contractor's commitments under this act 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 employee minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2** or a binding determination of the applicable county employment goals determined by the Division, pursuant to **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 with 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 applicable 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 contract, 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

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliances & EEO as may be requested by the Division 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 Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

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

Submitted by:

**Firm Name:**

---

**By:**

---

**Title:**

---

**Date:**

---

**EXHIBIT C**

AFFIDAVIT OF MORAL INTEGRITY

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

Ss:

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

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

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

1. That the \_\_\_\_\_ (Proposer) wishes its Proposal to be considered with  
respect to the Services outlined in this RFP as follows:

2. That the \_\_\_\_\_ (Proposer) wishes to demonstrate moral integrity in accordance  
with the Services to be rendered herein.

3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the  
\_\_\_\_\_ Proposer, or 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):

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

5. That any depository, Proposer or other agency named (herein or later) is hereby  
authorized to supply the Authority with any information necessary to verify any statement made in  
this Proposer's Affidavit of Moral Integrity.

6. That as of the date of signing this Affidavit, outstanding liens filed against this Proposer are  
as follows: (if none, so stated).

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

8. That if a corporation, the Proposer \_\_\_\_\_ (is, is not) incorporated in the State of New Jersey. If not a New Jersey Corporation the Proposer \_\_\_\_\_ (is, is not) authorized to do business in the State of New Jersey (attach Certificate of Authorization from New Jersey Secretary of State).

9. That this Affidavit of Moral Integrity is made to induce the Authority to accept a Proposer as a qualified provider of the Services and be permitted to submit a response to the RFP knowing that the said New Jersey Turnpike relies upon the truth of the statements herein contained.

\_\_\_\_\_  
Proposer

Sworn and Subscribed to Before Me This

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title  
(Corporate Seal)

## **EXHIBIT D**

### **State Contractor Political Contributions Notice Public Law 2005, Chapter 51, Executive Order 134 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 ("EO 134") was signed on September 22, 2004 and became effective October 15, 2004. The Order is 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. Executive Order 134 was superseded by Public Law 2005, c.51, signed into law on March 22, 2005. In September 2008, Executive Order 117 was signed and became effective November 15, 2008. It applies to the same government contracting entities subject to Executive Order 134, but extends the political contribution restrictions by expanding the definition of "business entity" to include, for example, more corporate shareholders and sole proprietors. Executive Orders 134 and 117, and Public Law 2005, c.51 contain restrictions and reporting requirements that will necessitate a thorough review of the provisions. Pursuant to the requirements of PL 2005, c.51, the terms and conditions set forth in this section are material terms of any OPS resulting from this RFEOI or RFP:

#### **DEFINITIONS**

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

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.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. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

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 its members); general partnership (and its partners); limited partnership (and its 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 or child, residing in the same household.

#### **BREACH OF TERMS OF THE LEGISLATION**

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (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 or holder of the public office of Governor, or to any State or county party 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 the Legislation; (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 the Legislation; 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 the Legislation.

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

- a) The Authority shall not enter into a contract 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 to any State, county or municipal political party committee, or legislative leadership committee during specified time periods.
- b) Prior to the award of any contract or agreement, the intended Awardee shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting 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 means 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 a contract under this RFP, as well as future contract opportunities.
- c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made to the State Treasurer.

## **STATE TREASURER REVIEW**

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271**

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the contractor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 51 (EXECUTIVE ORDER NO. 117)**

Governor Jon S. Corzine recently signed Executive Order No. 117, which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.

Executive Order No. 117 extends the provisions of Chapter 51 in two ways:

1. The definition of "business entity" is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
  - Officers of a corporation, any person or business entity who owns or controls 10% or more of the corporation's stock, and professional services corporations, including any officer or shareholder, with the term "officer" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;

- Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLC's), with the term "partner" being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1);
  - In the case of a sole proprietorship: the proprietor; and
  - In the case of any other form or entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, and partner thereof;
  - Spouses, civil union partners, and resident children of officers, partners, LLC members, persons owning or controlling 10% or more of a corporation's stock, all shareholders of a professional services corporation, and sole proprietors are included within the new definition, 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.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

***Executive Order No. 117 applies only to contributions made on or after November 15, 2008, and to contracts executed or after November 15, 2008.***

Updated forms and materials are currently being developed to combine the requirements of P.L. 2005 c. 51 and Executive Order 117. In the meantime, beginning November 15, 2008, the intended Awardee only will be required to submit, in addition to the currently required Chapter 51 and Chapter 271 forms, the Certification of Compliance with Executive Order No. 117 form(s). The Chapter 51 and EO 117 forms are available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> and the Chapter 271 form is also available on the Department of Treasury Division of Purchase and Property's website at: <http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf>

**EXHIBIT E**

**STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT**

The undersigned firm name of Proposer, in compliance with Public Law 1977, Chapter 33, does hereby state and declare the following list of stockholders or partners in this corporation or partnership, as the case may be, with 10 percent or greater interest therein.

<u>Name</u>	<u>Address</u>	<u>Number of Shares of Stock Corporation or % of Interest in Partnership</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify that to the best of my knowledge the list of stockholders above is current and correct.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

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

Witnessed by \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT F**

**VENDOR DISCLOSURE FORM  
EXECUTIVE ORDER # 129**

Please be advised that, the New Jersey Turnpike Authority (the "Authority") has developed this form under the policy and procedures in accordance with Executive Order #129 (2004). Under this order, the Authority must consider the requirements of New Jersey's contracting laws, the best interests of the State of New Jersey and its citizens, as well as applicable federal and international requirements.

The Authority shall insure that all vendors seeking to enter into any contract in which services are procured on his behalf must disclose:

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

**LOCATION BY COUNTRY WHERE SERVICES UNDER THIS CONTRACT WILL BE PERFORMED:**

**Contractor** \_\_\_\_\_

(Location by Country)

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

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

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

**Subcontractor:**

\_\_\_\_\_

(Location by Country)

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

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

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

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

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

**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 which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

The Director of Division of Taxation shall give notice to the set-off to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects and provide an opportunity for a hearing with thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State pursuant to P.L. 1987, c. 184 (c.52:32-32et seq.) to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

**EXHIBIT H**

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

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

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

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

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

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn according to

law on my oath depose and say that:

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

\_\_\_\_\_, the Proposer making the Submission in response to the Request for Proposal to Furnish and Provide the Services referenced herein; that I executed said Submission 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 contracts 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, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed contract; and that all statements in said Proposal are true.
  
2. The Proposer further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a contract to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_

## **EXHIBIT J**

For information regarding the New Jersey Division of Revenue Business Registration Requirement, Proposers can contact the Bureau of Client Registration at (609) 292-1730.

If you wish to file your application online, you may do so by visiting the following website:  
<http://www.nj.gov/treasury/revenue/busregcert.htm>

## EXHIBIT K

# NEW JERSEY UNIFORM ETHICS CODE FOREWORD

Pursuant to *N.J.S.A. 52:13D-23*, the State Ethics Commission has adopted this Uniform Ethics Code to govern and guide the conduct of State officers and employees and special State officers and employees in State agencies in the Executive branch of State Government.

The Uniform Ethics Code shall be the primary code of ethics for State agencies. It shall be supplemented by an agency code of ethics formulated with respect to the particular needs and problems of the agency to which said code is to apply. Each agency, in consultation with the Attorney General's Office, must review its enabling legislation to ensure that any agency specific conflicts provisions are included in any supplemental agency code. An agency code must be approved by the Commission.

TABLE OF CONTENTS

I. DEFINITIONS

II. GENERAL STANDARDS OF CONDUCT

III. ACCEPTANCE OF GIFTS

IV. ATTENDANCE AT EVENTS

V. POLITICAL ACTIVITY

VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS

VII. OFFICIAL STATIONERY

VIII. POST-EMPLOYMENT RESTRICTIONS

IX. RECUSAL ON OFFICIAL MATTERS

X. CONTRACTS

XI. RETIREMENT GIFTS

XII. COMPENSATION FOR PUBLISHED WORKS

XIII. FAMILY MEMBERS – CONFLICTS OF INTEREST

XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS

XV. REPORTING COMPLAINTS

XVI. PENALTIES

## I. DEFINITIONS

As used in this Uniform Ethics Code, and unless a different meaning clearly appears from the context, the following terms shall have the following meanings.

“Commission” means the State Ethics Commission, established in but not of the Department of Law and Public Safety pursuant to *N.J.S.A. 52:13D-21*.

“Conflicts Law” means the New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.*

“Ethics Liaison Officer” means the individual(s) designated by the agency head to assist the State Ethics Commission in implementing and enforcing the Conflicts Law and related ethics codes.

“Event” means a meeting, conference, seminar, speaking engagement, symposium, training course, ground-breaking, ribbon-cutting, meal, open house, cocktail party, fundraiser, holiday party, social function, or similar event that takes place away from the State official’s work location, is sponsored or co-sponsored by a supplier or a non-State government source and the invitation for which is extended to the State official because of his or her official position.

“Gift” means any fee, commission, service, compensation, gratuity, or other thing of value of any kind. If an item has more than a nominal monetary value, it will be characterized as a gift. A gift includes admission to an event for which a member of the general public would be charged, a meal, transportation, or offer of employment.

“Head of a State agency” means, in the case of the Executive branch of government, except with respect to interstate agencies, the department head or, if the agency is not assigned to a department, the Governor.

“Immediate Family Member” means an individual’s spouse, child, parent or sibling residing in the same household. *N.J.S.A. 52:13D-13(i)*.

“Interest” means (1) the ownership or control of more than 10% of the profits or assets of a firm, association, or partnership, or more than 10% of the stock in a corporation for profit other than a professional service corporation organized under the "Professional Service Corporation Act," P.L. 1969, c. 232 (C. 14A:17-1 et seq.); or (2) the ownership or control of more than 1% of the profits of a firm, association, or partnership, or more than 1% of the stock in any corporation, which is the holder of, or an applicant for, a casino license or in any holding or intermediary company with respect thereto, as defined by the “Casino Control Act,” P.L. 1977, c. 110 (C. 5:12-1 et seq.). The provisions of this act governing the conduct of individuals are applicable to shareholders, associates or professional employees of a professional service corporation regardless of the extent or amount of their shareholder interest in such a corporation.

“Interested party” means: 1. Any person, or employee, representative or agent thereof, who is or may reasonably be anticipated to be subject to the regulatory, licensing or supervisory authority

of the State official's agency; 2. Any supplier, or employee, representative or agent thereof; 3. Any organization that advocates or represents the positions of its members to the State official's agency; or 4. Any organization a majority of whose members are as described in paragraphs 1 through 3 above.

"Person" means any natural person, association or corporation.

"Published work" means any tangible medium of expression, including, but not limited to, literary, pictorial, graphic and sculptural matter; sound recordings; and software. *N.J.A.C. 19:61-6.2*.

"Relative," as used in section XIII, means an individual's spouse, and the individual's or his/her spouse's parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, son-in-law, daughter-in-law, stepparent, stepchild, stepbrother, stepsister, half-brother, or half-sister, whether the relative is related to the individual or the individual's spouse by blood, marriage or adoption.

"Special State officer or employee" means (1) any person holding an office or employment in a State agency, excluding an interstate agency, for which office or employment no compensation is authorized or provided by law, or no compensation other than a sum in reimbursement of expenses, whether payable per diem or per annum, is authorized or provided by law; (2) any person, not a member of the Legislature, holding a part-time elective or appointive office or employment in a State agency, excluding an interstate agency, or (3) any person appointed as a New Jersey member to an interstate agency the duties of which membership are not full-time.

"State agency" means any of the principal departments in the Executive branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, and, to the extent consistent with law, any interstate agency to which New Jersey is a party and any independent State authority, commission, instrumentality or agency. A county or municipality shall not be deemed an agency or instrumentality of the State.

"State officer or employee" means any person, other than a special State officer or employee (1) holding an office or employment in a State agency, excluding an interstate agency, other than a member of the Legislature or (2) appointed as a New Jersey member to an interstate agency.

"Supplier" means any person that is providing or is seeking to provide or may reasonably be expected to provide goods and/or services to the State officer or employee's or special State officer or employee's agency, including, but not limited to, consultants, vendors and lessors.

"Unclassified office or position" means any office or position in the unclassified service of the civil service of the Executive branch of State government.

## **II. GENERAL STANDARDS OF CONDUCT**

It is essential that the conduct of public officials and employees shall hold the respect and confidence of the people. Public officials must, therefore, avoid conduct that is in violation of their public trust or that creates a justifiable impression among the public that such trust is being

violated. Accordingly, State officers and employees and special State officers and employees shall conform their conduct to the following standards.

1. No State officer or employee or special State officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his/her duties in the public interest.
2. No State officer or employee or special State officer or employee should engage in any particular business, profession, trade or occupation which is subject to licensing or regulation by a specific agency of State Government without promptly filing notice of such activity with the Commission.
3. No State officer or employee or special State officer or employee should act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest that might reasonably be expected to impair his/her objectivity or independence of judgment.
4. No State officer or employee or special State officer or employee should knowingly act in any way that might reasonably be expected to create an impression or suspicion among the public having knowledge of his/her acts that he/she may be engaged in conduct violative of his trust as a State officer or employee or special State officer or employee.

#### Misuse of Official Position or Information

5. No State officer or employee or special State officer or employee should use or attempt to use his/her official position to secure unwarranted privileges or advantage for him/herself or others.
6. No State officer or employee or special State officer or employee, shall willfully disclose to any person, whether or not for pecuniary gain, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. No State officer or employee or special State officer or employee shall use for the purpose of pecuniary gain, whether directly or indirectly, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. Representation/Appearance Before a State Agency
7. No State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency. Nothing contained herein shall be deemed to prohibit any such partnership, firm or corporation from appearing on its own behalf.

8. No special State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before the particular office, bureau, board, council, commission, authority, agency, fund or system in which such special State officer or employee holds office or employment.

Nothing contained in this section shall be deemed to prohibit any State officer or employee or special State officer or employee from representing, appearing for or negotiating on behalf of, or agreeing to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any proceeding:

- i. Pending before any court of record of this State,
- ii. In regard to a claim for compensation arising under chapter 15 of Title 34 of the Revised Statutes (Workers' Compensation),
- iii. In connection with the determination or review of transfer inheritance or estate taxes,
- iv. In connection with the filing of corporate or other documents in the office of the Secretary of State,
- v. Before the Division on Civil Rights or any successor thereof,
- vi. Before the New Jersey State Board of Mediation or any successor thereof,
- vii. Before the New Jersey Public Employment Relations Commission or any successor thereof,
- viii. Before the Unsatisfied Claim and Judgment Fund Board or any successor thereof solely for the purpose of filing a notice of intention pursuant to P.L.1952, c.174, s.5 (C.39:6-65),or
- ix. Before any State agency on behalf of a county, municipality or school district, or any authority, agency or commission of any thereof except where the State is an adverse party in the proceeding and provided he is not holding any office or employment in the State agency in which any such proceeding is pending.

### **III. ACCEPTANCE OF GIFTS**

No State officer or employee or special State officer or employee shall accept any gift, favor, service or other thing of value related in any way to the State official's public duties.

Upon the recommendation of the Special Counsel for Ethics Review and Compliance, the Commission has adopted a zero tolerance policy for acceptance of gifts. (See *Report of the Special Ethics Counsel to the Governor of the State of New Jersey*, dated March 14, 2005.) Accordingly, any gift that is offered to or received by a State officer or employee or special State officer or employee or, his/her spouse, immediate family member, partner or associate shall be immediately reported to the agency's Ethics Liaison Officer ("ELO"). Unless the State officer or employee or special State officer or employee is permitted to receive the gift or thing of value in accordance with the Commission's rules on attendance at events (see section IV), no State officer or employee or special State officer or employee or, his/her spouse, immediate family

member, partner or associate shall accept, either directly or indirectly, any gift, favor, service or other thing of value related in any way to the State official's public duties.

The exceptions to the zero tolerance rules for acceptance of gifts are set forth below.

- a. Unsolicited gifts or benefits of trivial or nominal value, such as complimentary articles offered to the public in general, and gifts received as a result of mass advertising mailings to the general business public may be retained by the recipient or the recipient's department for general use if such use does not create an impression of a conflict of interest or a violation of the public trust. The receipt of such complimentary articles is not required to be reported to the ELO.
- b. A State officer or employee or special State officer or employee may receive a gift, favor, service or other thing of value from a vendor under the same terms and conditions as are offered or made available to members of the general public.
- c. A State employee is permitted to give or receive a gift from a co-worker, a supervisor or a subordinate. The gift should not be excessive or inappropriate for a business environment. Such gift shall not be reported to the ELO.
- d. In accordance with *N.J.S.A. 52:13D-24*, gift provisions do not apply to the acceptance of contributions to the campaign of an announced candidate for elective public office.

The procedures for reporting receipt of a gift are set forth in Appendix A.

#### **IV. ATTENDANCE AT EVENTS**

Attendance at an event that is sponsored or co-sponsored by an entity other than the State must be approved by the agency's ELO.

A State employee must complete the form identified as "Request For Approval For Attendance At Event," prior to attendance.

A State employee shall not attend an event in his or her official capacity unless a legitimate State purpose will be served.

Costs associated with attendance at an event shall be paid or reimbursed in accordance with *N.J.S.A. 52:13D-24* and *N.J.A.C. 19:61-6.1 et seq.*

A State employee is prohibited from accepting honoraria in connection with his/her attendance or participation at an event. *N.J.S.A. 52:13D-24*.

A State employee is prohibited from accepting entertainment, or reimbursement for entertainment, that is collateral to an event, such as a golf outing, tickets to a sporting event or a meal taken other than in a group setting with all attendees present.

The Commission's rules on attendance at an event and the form that must be completed prior to attendance at an event are set forth in Appendix B.

#### **V. POLITICAL ACTIVITY**

Upon giving notice to the agency ELO, a State employee may be involved in political activities unless:

1. the State employee is prohibited from such activities by State or federal statute or agency rule; or
2. the political activity conflicts with the employee's official duties.

Pursuant to *N.J.S.A. 52:13D-14* and *N.J.S.A. 52:13D-24*, a State employee may accept a contribution to the campaign of an announced candidate for elective public office provided the contribution is not known to be given in lieu of a payment that is prohibited by the Conflicts Law. Further, a State employee is subject to the Department of Personnel's Administrative Code provisions governing political activity, *N.J.A.C. 4A:10-1.2*. Note that a State employee is not permitted to serve as a campaign treasurer on any campaign that is subject to the jurisdiction of the Election Law Enforcement Commission.

The Commission's Guidelines on Political Activities and the provisions of *N.J.A.C. 4A:10-1.2* are set forth in Appendix C.

#### **VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS**

No State officer or employee or special State officer or employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to impair his/her objectivity and independence of judgment in the exercise of his/her official duties.

A State officer or employee's participation in any service, activity or employment that is outside his/her official State duties may be prohibited by the Conflicts Law, other State or Federal law or regulation, or the code of ethics adopted by the employee's agency. Accordingly, a State officer or employee shall obtain the approval of the ELO prior to engaging in any of the following outside activities.

- a. Commencement of any business, trade, profession or other compensated employment, including the acceptance of compensation for a speech or published work;
- b. Uncompensated or volunteer work for or with any entity; or
- c. Holding office or title in the governing or advisory board of any entity.

Notwithstanding the requirement to disclose outside employment and activities, a State agency may exempt disclosure of specific kinds of outside employment or activities if the agency is satisfied that such activity or employment does not present a conflict of interest.

A State officer or employee is not permitted to hold employment with, hold an interest in, or represent, appear for, or negotiate on behalf of a holder of or applicant for a casino license unless the Commission grants a waiver. A waiver is granted in circumstances where it is determined by the Commission that such casino activity will not interfere with the

responsibilities of the State officer or employee and will not create a conflict of interest or the appearance of such conflict. A special State officer or employee is prohibited from holding an interest in or representing, appearing for or negotiating on behalf of a holder of or applicant for a casino license, or any holding or intermediary company with respect thereto, in connection with any matter. However, a special State officer or employee without responsibility for matters affecting casino activity may hold employment with a casino license holder or applicant and, if so employed, may hold an interest in or represent, appear for or negotiate on behalf of his/her casino employer. *N.J.S.A. 52:13D-17.2(b)*

All State officers and employees shall complete the Outside Activity Questionnaire attached to this document as Appendix D, in accordance with the procedures adopted by his/her agency. These procedures shall, at a minimum, require that each current employee complete the questionnaire and that each new employee complete the questionnaire upon commencement of employment with the agency. The procedures shall also require that a State officer or employee amend his/her Outside Activity Questionnaire whenever there is a change in the employee's outside activity or State employment. A State agency shall require disclosure of additional information regarding the outside activities of its employees as necessary to address the particular needs and problems of the agency.

The agency ELO shall review all outside activity questionnaires and determine whether the outside activity is permissible in accordance with the Conflicts Law, the Uniform Ethics Code, the agency code of ethics or any other authority. A State officer or employee may appeal an agency ELO's decision to disapprove an outside activity. Such appeal shall be submitted in writing to the Commission within 60 days of the employee's receipt of the agency's decision. The appeal shall cite the relevant section(s) of the Conflicts Law, Uniform Ethics Code, agency code of ethics or other authority which supports the position of the employee that such outside activity should be permitted.

Each State agency shall develop a Conflict of Interest questionnaire for special State officers and employees of that agency. Each State agency shall develop a process for the review and retention of both Outside Activity Questionnaires and Conflict of Interest Questionnaires.

The Commission's Guidelines Governing Outside Activities are set forth in Appendix E.

### **Blind Trusts**

A blind trust may be used by a State officer or employee, a special State officer or employee, his/her spouse or domestic partner or dependent children to avoid conflicts situations caused by financial interests. The trust must conform to the standards set forth in the Blind Trust Guidelines, Appendix F.

## **VII. OFFICIAL STATIONERY**

Official stationery shall be used only in connection with the State agency's official business. The limitations on use of official stationery also apply to personal stationery paid for

by an officer or employee if it is imprinted with the agency office or the title of the State officer or employee.

A State officer or employee or special State officer may not use official stationery to promote a candidate for elective office, endorse a State vendor or contractor, express a personal opinion on a matter that is not related to his/her official duties, or to promote his/her financial or other self-interest.

Exceptions: A State officer or employee or special State officer or employee may use official stationery to write a letter of recommendation for, or respond to an inquiry about, a current or former colleague or employee. These permissible uses are only acceptable so long as the use of official stationery does not create an impression that the State officer or employee is engaged in an unwarranted use of his/her position. For example, it would not be appropriate for a State employee to recommend an individual for inclusion in a program over which the State employee has supervisory or regulatory authority. In addition, there must be a reasonable connection between the officer's or employee's official duties and the use and purpose of the letter.

A State agency may not use official stationery to solicit a contribution from any interested party. Solicitation of any other entity must be reviewed and approved by the agency's ELO.

The Commission's Guidelines with respect to the use of official stationery are set forth in Appendix G.

## **VIII. POST-EMPLOYMENT RESTRICTIONS**

### **Seeking Future Employment**

State officers or employees who have direct and substantial contact with any interested parties must refrain from circulating resumes or in any manner seeking employment with those individuals or entities while still in State service. If an employee is solicited for potential employment by an entity with which he/she has direct and substantial contact, that solicitation must be disclosed immediately to the employee's management and to the agency's ELO. Employees who do not have direct and substantial contact with interested parties may circulate resumes and enter into discussions regarding potential employment with those individuals or entities so long as they avoid any situations that may give rise to an unwarranted advantage. All employees are cautioned that discussions, interviews, and negotiations shall not take place on State time.

Solicitation or discussion of employment with regulated entities, or their representatives, that have a specific cause, proceeding, application or other matter pending before the employee's agency is not permitted. There may be circumstances when solicitation or discussion of employment with respect to regulated entities, or their representatives, could be approved if no specific cause, proceeding, application or other matter is pending before the agency. These situations must be reviewed on a case-by-case basis before the employee proceeds with any job-seeking activities.

## **Lifetime Ban**

At no time subsequent to the termination of his/her office or employment in any State agency may a former State officer or employee or special State officer or employee represent, appear for, negotiate on behalf of, or provide information or services not generally available to members of the public, or agree to perform any of those activities, for any party other than the State in connection with a specific cause, proceeding, application or matter with which the State officer or employee or special State officer or employee had been substantially and directly involved at any time during the course of his/her office or employment. *N.J.S.A. 52:13D-17*. This lifetime ban applies not only to the State officer or employee or special State officer or employee personally, but also to the partnership, firm or corporation under the following circumstances: (1) if the former State officer or employee or special State officer or employee is a shareholder, associate or professional employee of a firm organized as a professional service corporation or (2) if the former State officer or employee or special State officer or employee owns or controls more than 10% of the stock of a corporation or more than 10% of the profits or assets of a firm, association or partnership.

## **One-Year Ban – Certain State Officials**

In accordance with the recommendation of the Special Counsel for Ethics Review and Compliance, a one-year ban on the activities described in this section shall apply to any head, deputy head or assistant head of any principal department, board, commission or authority, the Superintendent of State Police, the Governor's Chief of Staff, Chief of Management and Operations, Chief of Policy and Communications, Chief Counsel, Director of Communications, Policy Counselor, and any deputy or principal administrative assistant to any of the aforementioned members of the staff of the Office of the Governor. For one year after the termination of the State office or employment of any of the individuals noted above, he/she shall not represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of any person or party other than the State with or before any officer or employee of the State agency in which he/she served. The provisions of this subsection shall not apply to any partnership, firm or corporation in which he/she has an interest or is employed, or to any partner, officer, director or employee of such partnership, firm or corporation. Nothing contained in this section shall prohibit a State agency from contracting with a former State officer or employee to act on behalf of the State. In addition, the governor and each head of a principal department in the Executive branch are prohibited, for one year after the termination of office or employment, from registering as a "governmental affairs agent," as that term is defined in *N.J.S.A. 52:13C-20*. *N.J.S.A. 52:13C- 21.4*.

## **Two-Year Casino Employment Restriction**

*N.J.S.A. 52:13D-17.2* sets forth post-employment restrictions applicable to State officers or employees subject to financial disclosure by law or executive order, and State officers or employees or special State officers or employees with responsibility for matters affecting casino activities.

Such persons are prohibited from holding, directly or indirectly, an interest in, or holding employment with, a casino licensee or applicant for a casino license for a period of two years following the termination of their State employment. In addition, such persons may not represent, appear for, or negotiate on behalf of a casino. This prohibition applies to any business entity in which the person holds an interest or is otherwise associated, including the officers or employees of such business entity. This prohibition applies to the person's immediate family members unless granted a waiver by the Commission. See Section XIV, below. *N.J.S.A. 52:13D-17.2(c)*.

### **Waivers**

In accordance with *N.J.S.A. 52:13D-17.2*, the Commission may grant an exception from the above casino employment restrictions for a person's immediate family member or an employee who was terminated as a result of a reduction in force, (provided that the employee did not hold a policy-making management position during the five years prior to termination of employment) whenever it determines that such waiver will not create a conflict of interest or the appearance of a conflict of interest:

The Commission's Guidelines with respect to Post-Employment Restrictions are set forth in Appendix H.

## **IX. RECUSAL ON OFFICIAL MATTERS**

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter that involves any private sector individual, association, corporation or other entity that employed or did business with the State officer or employee or special State officer or employee during the one year prior to the employee's commencement of State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she had any involvement in that matter, other than on behalf of the State, prior to commencement of his/her State service.

A State officer or employee or special State officer or employee is required to recuse him/herself on an official matter if he/she has a financial or personal interest that is incompatible with the proper discharge of his/her public duties.

An incompatible personal or financial interest includes, but is not limited to, outside employment; a debtor/creditor relationship; a fiduciary relationship; a source of income; any matter pertaining to or involving a relative or cohabitant; a relationship with a person providing funds, goods or services without compensation; any matter pertaining to or involving a business associate or business investment; and a leadership role in a professional or trade organization, which interest might reasonably be expected to impair a State official's objectivity and independence of judgment in the exercise of his/her official duties or might reasonably be expected to create an impression or suspicion among the public having knowledge of his or her acts that he/she may be engaged in conduct violative of his/her trust as a State official.

Upon determining that a State official shall recuse him/herself on any matter, the State official shall execute the recusal in writing, and shall have no involvement with the subject matter of the recusal. If a State official cannot determine whether he/she should execute a letter of recusal in any matter, the State official shall contact his/her agency ELO or the Commission for guidance. A State official shall seek the advice of the State agency's counsel, agency ELO or the Commission as to the propriety of participation in a matter if any person requests that a State official recuse him/herself from that matter. Oral advice, followed up by a writing, shall be provided by the agency's counsel, the agency ELO or the Commission to avoid delay. Oral advice shall subsequently be memorialized by a writing or by inclusion in public minutes.

The Commission's regulations governing recusal, *N.J.A.C 19:61-7.1 et seq.*, which include the required elements for a written recusal, are set forth in Appendix I.

## **X. CONTRACTS**

With few exceptions, a State employee may not enter into a contractual agreement with the State.

An agency head, deputy head or assistant head is prohibited from engaging in any private business transactions with any employee in his/her agency.

### **Limitation on contracting by State officer or employee**

Pursuant to *N.J.S.A. 52:13D-19*, no State officer or employee shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by any State agency. The exceptions to this prohibition are set forth below. As used in this section, State officer or employee also includes his or her partners, any other person for the use or benefit of the State employee or on his or her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

### **Limitation on contracting by special State officer or employee**

Pursuant to *N.J.S.A. 52:13D-19*, no special State officer or employee who has duties or responsibilities in connection with the purchase or acquisition of property or services by the State agency where he/she is employed or an officer shall knowingly undertake or execute, in whole or in part, any contract, agreement, sale or purchase of the value of \$25.00 or more, made, entered into, awarded or granted by that State agency. The exceptions to this prohibition are set forth below. As used in this paragraph, special State officer or employee also includes his/her partners, any other person for the use or benefit of the special State employee or on his/her account or any corporation which he/she controls or in which he/she owns or controls more than 1% of the stock.

The restrictions contained above shall apply to the contracts of interstate agencies to the extent consistent with law only if the contract, agreement, sale or purchase is undertaken or executed by a New Jersey member to that agency or by his/her partners or a corporation in which he/she owns or controls more than 1% of the stock.

### **Permissible Contracts with the State**

(1) With the prior approval of the Commission, a State officer or employee or special State officer or employee is permitted to enter into the following:

(a) purchases, contracts, agreements or sales which are made or let after public notice and competitive bidding or which, in accordance with public bidding laws or regulations applicable to other State agencies, may be made, negotiated or awarded without public advertising for bids, or

(b) any contract of insurance entered into by the Director of the Division of Purchase and Property pursuant to *N.J.S.A. 52:27B-62*.

(2) A State officer or employee or a special State officer or employee or his partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a contract or agreement with a State agency where the contract or agreement is for the development of scientific or technological discoveries or innovations in which the State agency has a property right, if the State agency has a procedure in its code of ethics for authorizing these contracts or agreements that minimizes actual conflicts of interest, and the code of ethics was approved in accordance with *N.J.S.A. 52:13D-23*, and the contract or agreement complies with that code procedure.

(3) A State officer or employee or a special State officer or employee or his/her partners or any corporation or firm in which he/she owns or controls more than 1% of the stock, assets or profits may enter into a rental agreement with a State agency which operates a facility which rents space or provides services to assist small businesses which employ 50 people or less, pursuant to the same terms and conditions as those offered to members of the public generally.

**Please note that the Commission has never approved a request by a State officer or employee, or special State officer or employee, to enter into a contract with his/her own agency.**

The Commission's Guidelines on Privatization, set forth in Appendix J, are applicable to a State employee's participation in an open competitive bid process for the privatization of services currently being provided by his/her agency.

### **XI. RETIREMENT GIFTS**

A gift can be given to a State employee upon his/her retirement from State service. There are specific limits to the value of a permissible retirement gift. A State employee shall refer to Appendix K for the provisions governing retirement gifts.

## **XII. COMPENSATION FOR PUBLISHED WORKS**

A State officer or employee or special State officer or employee may not solicit, receive, or agree to receive, compensation from sources other than the State for published work(s) created as part of his/her official duties on State time and/or using State resources.

However, a State officer or employee or special State officer or employee, other than a "designated State officer," (the Governor, cabinet-level officers and other principal administrative officers of the State) may, in connection with any service, advice, assistance, appearance, speech or other matter related to his/her official duties, receive or agree to receive, whether directly or indirectly, from sources other than the State, reasonable fees for published works on matters within his/her official duties not created on State time and/or using State resources.

In addition, a State officer or employee or special State officer or employee may accept compensation from sources other than the State for published work(s) on matters unrelated to his/her official duties created on his/her own time and with non-State resources.

Before agreeing to accept or accepting any compensation from a source other than the State for any published work, a State officer or employee or special State officer or employee must secure his/her State agency's approval to do so.

In determining whether to grant such approval, the State agency shall consider, among other things, whether the compensation is offered by an interested party, and whether the published work uses or discloses information not generally available to the public. The determination shall be consistent with applicable law and agency policy.

No State officer or employee or special State officer or employee may use his/her official title in soliciting compensation for a published work.

The Commission's Guidelines with respect to Published Works are set forth in Appendix L.

## **XIII. FAMILY MEMBERS - CONFLICTS OF INTEREST**

- a. No relative of the Governor may be employed in any unclassified office or position within the State.
- b. No relative of a commissioner or department head may be employed in any unclassified office or position within the department over which the department head exercises authority.
- c. A relative of an assistant or deputy department head may be employed in an unclassified office or position within the department in which the assistant or deputy serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.

- d. A relative of a head or assistant head of a division within a department may be employed in an unclassified office or position within the department in which the division head or assistant division head serves, provided that he/she is not assigned to a position over which the assistant or deputy department head exercises authority.
- e. A relative of an appointed member of a governing or advisory body of an independent authority, board, commission, agency or instrumentality of the State may not be employed in any office or position in that entity.
- f. A relative of an appointed New Jersey member of a governing body of a bi-state or multi-state agency may not be employed in an office or position in that bi-state or multi-state agency, unless otherwise permitted by law.
- g. No State officer or employee or special State officer or employee may supervise his/her relative, or exercise any authority with regard to personnel actions involving his/her relative
- h. Each State agency shall require State officers and employees and special State officers and employees to disclose information sufficient for the agency to determine whether the employment of any individual within the agency is prohibited.

### **Cohabitation**

The Commission has determined that the prohibition regarding personnel actions and the supervision of family members, set forth in paragraph 7 above, is applicable to non-related individuals who share the same household with the same financial interdependence that the Commission views as creating a conflict in spousal situations.

### **Dating Relationship**

In the case of individuals involved in dating relationships, the Commission has found violations of the Conflicts Law in situations where the State employee had official involvement in a matter affecting the individual with whom he/she had a dating relationship. Accordingly, a State officer or employee or special State officer or employee shall not have any involvement in his/her official capacity in any matter that pertains to or involves an individual with whom he/she has a dating relationship.

The Commission's guidelines with respect to "Official Interactions with Family Members/Cohabitants and Dating Relationships" is attached hereto as Exhibit M.

## **XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS**

### **Concurrent Employment Restriction**

An immediate family member of a State officer or employee, or of any "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold directly or indirectly, an interest in, hold

employment with, or represent, appear for, or negotiate on behalf of a holder of, or applicant for, a casino license, or any holding or intermediate company with respect thereto.

However, an immediate family member of a State officer or employee or "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the State officer or employee or "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(b)*.

### **Post-Employment Restriction**

An immediate family member of a "person," as defined at *N.J.S.A. 52:13D-17.2(a)*, may not hold, directly or indirectly, an interest in, hold employment with, or represent, appear for, or negotiate on behalf of, any holder of, or applicant for, a casino license in connection with any phase of casino development permitting, licensure, or any other matter related to casino activity, for a period of two years following the termination of the office or employment of such person. However, an immediate family member of a "person" may be employed by a casino in circumstances where it is determined by the Commission that such employment will not interfere with the responsibilities of the "person" and will not create a conflict of interest or the appearance of such conflict. *N.J.S.A. 52:13D-17.2(c)(1)*.

Casino post-employment restrictions that apply to State officials defined as "persons" are noted in section VIII.

## **XV. REPORTING COMPLAINTS**

Allegations that a State officer or employee or special State officer or employee has violated a provision of this Uniform Code, the Conflicts Law, the Commission's rules, an agency code of ethics or any other standard within the jurisdiction of the Commission should be reported to the appropriate agency ELO or the Commission staff. Allegations should contain as much detailed information as possible and, if the complainant chooses to identify him/herself, should include contact information so that the ELO or Commission staff can obtain additional information if necessary. A complainant is not required to disclose his/her identity when reporting an alleged ethics violation.

## **XVI. PENALTIES**

The Commission is empowered to impose the following penalties in accordance with specific provisions of the Conflicts Law. Note that violations committed by a former State officer or employee or special State officer or employee may be subject to penalties so long as the Commission's investigation of same was initiated not later than two years following termination of service.

1. *N.J.S.A. 52:13D-17* provides that any person who willfully violates the general post-employment restrictions set forth in that provision is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for

violations occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found by the Commission to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

2. *N.J.S.A. 52:13D-17.2(h)* provides that any person who willfully violates the casino-related post-employment restrictions set forth in Section 17.2 (c) is a disorderly person, and shall be subject to a fine not to exceed \$1,000 or imprisonment not to exceed six months, or both. In addition, for violations of Section 17.2(c) occurring after March 15, 2006, any former State officer or employee or former special State officer or employee found to have violated any of the provisions of this section shall be assessed a civil penalty of not less than \$500 or more than \$10,000.

3. *N.J.S.A. 52:13D-21(i)* provides that any current or former State officer or employee or special State officer or employee found guilty by the Commission of violating any provision of the Conflicts Law, the Uniform Ethics Code, or any agency code of ethics, shall be fined not less than \$500 nor more than \$10,000, and may be suspended from office or employment by order of the Commission for a period not to exceed one year. In addition, for violations occurring after March 15, 2006, the State Ethics Commission may also order restitution, demotion, censure or reprimand.

This subsection further provides that if the Commission finds that the conduct of the officer or employee constitutes a willful and continuous disregard of the provisions of the Conflicts Law, the Uniform Ethics Code or any agency code of ethics, it may order that person removed from office or employment and may further bar the person from holding any public office or employment in this State in any capacity whatsoever for a period not exceeding five years from the date on which the person was found guilty by the Commission.

This subsection further provides that the Commission may impose a penalty of \$50 per day of violation for failure to file an appropriate financial disclosure statement required to be submitted to the Commission by law, regulation or executive order.

(See penalty provisions set forth at *N.J.A.C. 19:61-3.1(j)* and *N.J.A.C. 19:61-5.6(c)*.) 4. *N.J.S.A. 52:13D-23(d)* provides that violations of the Uniform Ethics Code or any agency code of ethics shall be cause for removal, suspension, demotion or other disciplinary action by the State officer or agency having the power of removal or discipline. With respect to a person who is in the classified civil service, the procedure leading to such removal or discipline shall be governed by the Civil Service Act, *N.J.S.A. 11A:1-1 et seq.* and the Rules of the Department of Personnel. No action for removal or discipline shall be taken under this subsection except upon the referral or with the approval of the Commission.

5. *N.J.S.A. 52:13D-26* provides that any person who willfully induces or attempts to induce a State officer or employee or special State officer or employee to violate any of the provisions of the Conflicts Law is a disorderly person, and shall be subject to a fine not to exceed \$500 or imprisonment not to exceed 6 months, or both.

**EXHIBIT L**

**SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS**

**SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM**

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

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

  SBE Registration #  \_\_\_\_\_

Please check below if applicable

Woman Business Enterprise    \_\_\_\_\_    Minority Business Enterprise \_\_\_\_\_

**EXHIBIT M**

**SMALL BUSINESS ENTERPRISE FORM**

**SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE  
PARTICIPATION**

**SMALL BUSINESS ENTERPRISE FORM  
SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION**

NAME & ADDRESS OF SBE (SUB)CONSULTANTISUPPLIER	TYPE OF WORK TO BE PERFORMED	ESTIMATED PERCENTAGEOF (SUB)CONSULTANT WORK

(Attach additional sheet if necessary)

\_\_\_\_\_  
Consultant (Print Name)

\_\_\_\_\_  
Consultant's SBE Liaison officer (if applicable)

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

All Consultants must complete and submit this form with their RFP, (If no subcontracting involved State So.)