



**NEW JERSEY TURNPIKE AUTHORITY  
REQUEST FOR QUALIFICATIONS  
FOR  
AUTHORITY COUNSEL, AUTHORITY COUNSEL (CONFLICTS), SPECIAL COUNSEL AND  
SPECIAL BOND/TAX COUNSEL  
FOR THE  
NEW JERSEY TURNPIKE AUTHORITY**

**April 17, 2014**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NO.</u>
I. INTRODUCTION	3
II. ADMINISTRATIVE AND CONTRACTUAL INFORMATION	5
III. SCOPE OF SERVICES	11
IV. REQUIREMENTS OF THE RESPONSE, PREPARATION AND FORMAT	20
V. EVALUATION FACTORS AND CRITERIA	24
VI. INSURANCE AND INDEMNIFICATION	26
VII. RFQ CHECKLIST	31

### EXHIBIT LIST

- A. Mandatory Equal Employment Opportunity Language
- B. Affirmative Action Information Sheet
- C. Affidavit of Moral Integrity
- D. Ownership Disclosure Form
- E. Vendor Disclosure Form
- F. Disclosure of Investment Activities in Iran
- G. Notice to all Proposers Set-Off for State Tax
- H. NJ Election Law Enforcement Commission Requirement For Disclosure of Political Contributions
- I. Affidavit of Non-Collusion
- J. NJ Division of Revenue Business Registration
- K. Small/Minority/Women Business Enterprise Form
- L. Small Business Enterprise Form, SBE Form-Proposed Schedule of Small Business Enterprise Participation
- M. Insurance

### APPENDICES

- I. State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117
- II. NJ Uniform Code of Ethics
- III. Draft Professional Services Agreement

## **SECTION I**

### **INTRODUCTION**

The New Jersey Turnpike Authority (the “Authority”) is soliciting Statements of Qualifications (“Responses”) from those firms and individual practitioners (“Counsel”) licensed to practice law in the State of New Jersey who desire to serve as Authority Counsel, Authority Counsel (Conflicts), Special Counsel and Special Bond/Tax Counsel for the Authority. The Scope of Services to be performed is expressly set forth in Section III herein. The Responses should detail the information required in Section IV herein and any other information relative to Counsel’s capability to provide the services requested. The resulting agreement will be for a term of two (2) years with an option at the Authority’s sole discretion to extend for two (2) additional one-year terms. Based upon the Responses received, the Authority will qualify one or more Counsel to perform the services as hereinafter described. The selection of Counsel will be based on the evaluation criteria described in Section V herein.

The solicitation of Responses to this Request for Qualification (“RFQ”) is being conducted pursuant to the statutes and laws of the State of New Jersey (the “State”), as found in *N.J.S.A. 27:23-6.1*, and Executive Order No. 37 (Corzine 2006), and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, Responses are being solicited through a fair and open process in accordance with *N.J.S.A. 19:44A-20.1, et. seq.* In addition, all Counsel are required to comply with the EEO requirements of P.L. 1075, C.127 (*N.J.A.C. 17:27*).

An evaluation committee will be appointed by the Executive Director and will consist of representatives from the Authority (the “Evaluation Committee”).

Upon review of all Responses, the Authority **may** request that the highest ranked firms submitting Responses (“Proposers”) appear for an oral presentation focusing on how their firm will satisfy the requirements of this RFQ. The Authority may limit the number of Proposer(s) that can make oral presentations to permit efficient competition among the most highly rated. Should oral presentations be requested, it will be an opportunity for each short-listed Proposer(s) to introduce its staff to the Authority, and to present supplementary information regarding its Response and credentials as related to the specific needs of the Authority. The Proposer(s) may use materials during this oral presentation; provided, however, that the presentation will be restricted to a maximum time period specified by the Authority, including the time allotted for a question and answer period. Information relating to the Proposer(s)’s recent experience on similar assignments, approach to the work and the use of innovative and/or cost effective measures should be included in the oral presentation.

After evaluation of the Responses and oral presentations, the Evaluation Committee will recommend to the Executive Director for award those Counsel whose Responses are most advantageous to the Authority. The Executive Director may accept, reject or modify the recommendation(s) of the Evaluation Committee. The award will be made by the Authority’s Board of Commissioners.

Organization and Function of the New Jersey Turnpike Authority

Please refer to the Authority's website, <http://www.state.nj/turnpike>, for current information relating to organizational structure, Authority functions and financial data.

Interested individuals/firms may obtain a qualification package for this RFQ on-line at <http://www.state.nj/turnpike> or from the Authority's Department of Procurement and Materials Management:

Andrea E. Ward, Director  
Department of Procurement and Materials Management  
New Jersey Turnpike Authority  
P.O. Box 5042  
581 Main Street  
Woodbridge, NJ 07095

A draft form of the "Professional Services Agreement for Counsel ("Agreement" or "Professional Services Agreement") is attached hereto as Appendix II. Any proposed modifications to the Agreement must be identified and submitted with your Response to this RFQ; otherwise by submission of your response, you will be deemed to have accepted the Agreement attached hereto and will be foreclosed from any subsequent negotiation of same.

**END OF SECTION I**

## SECTION II

### ADMINISTRATIVE AND CONTRACTUAL INFORMATION

#### A. Purpose

This RFQ contains a Scope of Services (Section III) which is intended to outline the Authority's needs.

#### B. Inquiries

**ONLY typewritten inquiries** concerning the RFQ will be accepted and inquiries should be directed to: Andrea E. Ward, Director of Procurement and Materials Management, New Jersey Turnpike Authority, P. O. Box 5042, 581 Main Street, 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., April 30, 2014. Inquiries will not be entertained after this date and time. All questions and answers will be posted on the Authority's website. **Proposers are not permitted to make inquiries of or discuss or question any Authority employee, state employee or counsel or consultant to the Authority regarding this RFQ, except to the Director of Procurement and Materials Management.**

#### C. Closing Date

An original and seven (7) copies of the Responses shall be submitted not later than 4:30 p.m., E.T. May 9, 2014, addressed to:

New Jersey Turnpike Authority  
P. O. Box 5042  
581 Main Street  
Woodbridge, New Jersey 07095-5042  
Attention: Andrea E. Ward, Director of Procurement and Materials Management

Responses not delivered by the stated time and date shall not be considered unless the time is extended by the Authority pursuant to a written Addendum. Responses are to be sent by regular mail, certified mail - return receipt requested, hand delivery or express mail service. Firms mailing Responses should allow for their normal mail delivery time to ensure timely receipt of their RFQ Responses. **Please be advised that using an overnight delivery service does not guarantee overnight next day deliveries to our location.** The Procurement and Materials Management Department will acknowledge receipt of all Responses.

#### D. The Responses

It is anticipated that the Responses submitted will provide a concise and precise delineation of the Proposer(s)'s ability to meet all of the requirements of the Authority as provided for in this RFQ and will satisfy all the requirements set forth herein.

**E. Definition of Proposer(s)**

The terms “Proposer”, “Counsel” and “Firm” may be used interchangeably; however, “Proposer” is intended to identify the entity responding to this RFQ, while “Counsel” or “Firm” is the entity to whom the Agreement will be awarded.

**F. Signatures**

Responses 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(s) in the preparation of its Response.

**H. Addendum to RFQ**

If at any time prior to receiving Responses, it becomes necessary to revise any part of this RFQ, or if the Authority determines that additional information is necessary to enable the Proposer(s) to interpret the provisions of this RFQ, the Authority will issue an addendum to the RFQ that will be posted on the Authority’s website. Upon issuance, each such Addendum shall be deemed to be a part of this RFQ.

**I. Acceptance of Responses**

The Authority may award a Professional Services Agreement (the “Agreement”) for these services to the Proposer(s) that the Authority determines best satisfy the needs of the Authority. This RFQ does not in any manner or form commit the Authority to award any Agreement or engage any Firm. The contents of the Responses will become a contractual obligation, if, in fact, said Response is accepted and an Agreement is entered into with the Authority. The Authority may make an award solely on the basis of the Response submitted without any negotiations. The Authority shall reserve all rights to engage in additional negotiations if it deems it in its best interests. Failure of a Proposer(s) to adhere and/or honor any or all of the obligations of the Response submitted may result in cancellation of any award of Agreement by the Authority.

**J. Rejection of Responses**

The Authority reserves the right to reject any and all Responses. The Authority shall not be obligated at any time to award any Agreement to any Proposer(s).

**K. Rating of RFQ Responses**

Responses will be scored and numerically ranked on the basis of merit by an Evaluation Committee using the weighted evaluation criteria as set forth in Section V.

**L. Dissemination of Information**

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

**M. Public Records**

Any information received from a Proposer(s) under this RFQ may constitute a public document that must be made available to the public upon request. A Proposer(s) may request that the General Counsel deem certain sections of its Statement containing personal, financial or proprietary information non-disclosable, as permitted by *N.J.A.C. 19:9-4.2*, which determination shall be in the sole discretion of the General Counsel. However, the Authority cannot guarantee that it will not be compelled to disclose all or part of any public record under the New Jersey Open Public Records Act. Information deemed to be confidential by the Proposer(s) may not be considered confidential under New Jersey or Federal Law, or pursuant to a court order. The Proposer(s) will be deemed to have submitted all such information with acceptance and understanding of this paragraph.

**N. News Releases**

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

**O. Affirmative Action**

Each 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 Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, handicap, age, nationality, ancestry, sex, marital status, domestic partnership status, familial status and affectional or sexual orientation. In addition, each Proposer must state as part of its RFQ Response, by completing, signing, dating and returning Exhibits A and B identified below, that the Proposer(s) agrees to fulfill all requirements and goals and to complete and send to the State Affirmative Action Office the required forms. (See Section VII for more information.)

- Exhibit A – Mandatory Equal Employment Opportunity Language
- Exhibit B – Affirmative Action Information Sheet

However, if a Firm maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted to the State Affirmative Action Office upon the award to a successful Proposer of an Agreement hereunder in place of the AA-302 Form referenced in Exhibit A.

The appropriate form must be completed and submitted to the State Affirmative Action Office (copy to the Authority) by the successful Proposer(s) immediately after being notified of award of the Agreement.

**P. Division of Revenue – Business Registration Certificate**

Pursuant to the terms of *N.J.S.A. 52:32-44*, a successful Proposer(s) is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an Agreement with the Authority. No Agreement shall be

entered into by the Authority unless the Counsel first provides proof of valid business registration. In addition, the Counsel is required to receive from any subcontractor 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 Counsel under contract with the Authority unless the subcontractor first provides proof of valid business registration. For ease of administration, the Authority requests that all Proposers include a copy of the Proposer(s)'s Certificate of Registration with their Responses. All questions regarding this requirement should be referred to the Division of Revenue hotline at (609) 292-9292.

**Q. Disclosure of Political Contributions**

**State Contractor Public Contributions Notice**

**Public Law 2005, Chapter 51, formerly Executive Order 134 and Executive Order 117**

The intended awardees will receive the applicable forms, Chapter 51 and E.O. 117, from the Authority's Procurement and Materials Management Department, to be completed by the intended awardee and returned to the Authority for submission to the State Treasurer. The Authority's award of the Agreement is contingent upon approval by the State Treasurer. **(Information regarding this requirement is attached hereto as Appendix I).**

**New Jersey Election Law Enforcement Commission (ELEC) Requirement for Disclosure of Political Contribution** - All business entities are required to file an annual disclosure statement of political contribution with ELEC pursuant to *N.J.S.A. 19:44A-20.27* if they receive contracts in excess of \$50,000.00 from a public entity in a calendar year. **(Applicable form is attached hereto as Exhibit H).**

**R. Affidavit of Moral Integrity**

Together with the Response, the Proposer(s) must submit a completed, signed, dated and notarized Affidavit of Moral Integrity on the form attached hereto for review and approval by the Authority's General Counsel. **(Exhibit C)**

**S. Code of Ethical Standards**

The Proposer(s) is advised that the Authority has adopted the New Jersey Uniform Code of Ethics, a copy of which is attached as **Appendix II**. By submitting a Response, the Proposer(s) agrees to be subject to the intent and purpose of said Code and to the requirements of the New Jersey State Ethics Commission.

**T. No Endorsement**

Designation as Counsel does not constitute an endorsement by the State of New Jersey, the Department of Transportation or the Authority.

**U. Statements Become Property of Authority**

All Responses shall become the property of the Authority upon receipt and will not be returned. Any information deemed to be confidential by Proposer(s) should be clearly noted on the page(s) where confidential information is contained; however, the Authority cannot guarantee that it will not be compelled to disclose all or part of any public record under the New Jersey Open Public Records Act ("OPRA").

**V. 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 agreements.

Please indicate if your firm is registered with the State of New Jersey as a SBE and/or Certified as a Woman Business Enterprise (“WBE”) or Minority Business Enterprise (“MBE”). Complete the Small/Minority/Woman Business Enterprise Form, **Exhibit K** attached.

To the extent the Proposer(s) engages subcontractors or sub-consultants to perform Services, as defined herein, for the Authority pursuant to this Agreement, the Proposer(s) 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.

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

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

Furthermore, in the event the Proposer(s) subcontracts under the terms hereof, Proposer(s) shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations on the form attached as **Exhibit L**, and shall complete such other forms as may be required by the Authority for State reporting as to participation.

**W. Ownership Disclosure Statement**

Each Proposer shall return to the Authority with its Response a completed, dated, signed and witnessed Shareholders/Partnership Disclosure Statement set forth as **Exhibit D**. Failure to include the completed and signed form shall be grounds for rejection of Proposers’ Response.

**X. Vendor Disclosure Form – Executive Order No. 129 (McGreevey 2004)**

Executive Order No. 129 requires disclosure that all parties seeking business under a contract with the Authority disclose the origin and location of the performance of their services that are the

subject matter of the contract. Each Proposer shall return to the Authority with its Response as completed, dated and certified Vendor Disclosure Form set forth as **Exhibit E**.

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

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

**Z. Affidavit of Non-Collusion**

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

**AA. Final Agreement**

Any Agreement entered into with a successful Proposer(s) shall be an Agreement that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. The provisions of the attached Agreement, not otherwise set forth in this RFQ, are hereby incorporated. It is understood that any Agreement that may be awarded will be on the basis of a Professional Services Agreement for Counsel within the intent of the statutes and laws of the State of New Jersey, specifically *N.J.S.A. 27:23-6.1*. A form agreement is attached hereto as **Appendix III**.

**BB. Schedule for Receipt of Responses**

Closing Date for Submittal of Inquiries	April 30, 2014
Closing Date of Receipt of Responses	May 9, 2014
Oral Presentations (as requested)	May 21, 22 and 27, 2014
Anticipated Approval by the Commissioners	June 24, 2014

**END OF SECTION II**

## SECTION III

### SCOPE OF SERVICES

#### **A. Background**

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

The New Jersey Turnpike is one of the most densely traveled roadways in the nation. The New Jersey Turnpike has expanded to twenty nine (29) interchanges and covers 148 miles, including the Hudson County Newark Bay Extension, Pearl Harbor Memorial Turnpike Extension and the Western Spur. The 173 mile Garden State Parkway runs north and south, through 50 municipalities in 10 counties. A user-friendly road, the Garden State Parkway offers various Authority-operated amenities along its route, including nine (9) service areas, nineteen (19) commuter carpooling lots, the Montvale Transportation Center and the PNC Bank Arts Center located in the Authority’s 400-acre Telegraph Hill Nature Area.

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

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

## B. Detailed Scope

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

Once the Service Agreements for Counsel have been approved by the Commissioners and executed by the parties, the Authority retains the right for the General Counsel to assign a particular matter or project to the Firm the General Counsel determines is the most qualified or appropriate to do the work.

### 1. Authority Counsel

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

Practice Area	Description
Litigation	General litigation, including commercial, contract, construction, procurement, personal injury liability, toll violation, and general matters.
Environmental	Environmental litigation, permitting, and compliance matters on both the state and federal level.
General Regulatory Compliance	Compliance with federal and state motor vehicle and highway laws, ADA and other laws and regulations applicable to the Authority.

Government	Governmental authority and agency governance (statutory, regulatory and other organizational matters); state ethics requirements and compliance; interagency agreements. Extensive knowledge of OPRA, OPMA, and the Administrative Procedures Act.
Governmental Procurement	Public bidding statutory and regulatory requirements and procedures; public bidding procedures, protests and disputes; and electronic bidding issues.
Contracts	Negotiation and implementation of contracts with Authority vendors, licensees, other governmental entities and other third parties, including contracts relating to Authority service areas and the PNC Bank Arts Center.
Real Estate	Acquisition (through purchase or eminent domain) of real estate, rights-of-way, easements and similar arrangements; land use transaction; negotiating the sale of real estate.

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

2. Special Counsel Practice Areas

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

Practice Area	Description
Bankruptcy	Representation of public entity creditors in bankruptcy matters.
Collections	Collection of amounts due to the Authority primarily, but not exclusively, for property damage to Authority property.

Litigation	General litigation, including commercial, construction, procurement, personal injury liability, toll violation, and general matters.
Employment Practices and Labor Relations	Employment litigation, EEOC matters, negotiation of collective bargaining agreements, grievances and employee disciplinary matters; employee benefit plans; ERISA.
Insurance	Representation of entities in claim disputes against insurance companies; reviewing and advising on legal and other issues regarding insurance policies.
Intellectual Property	Registration and protection of Authority intellectual property.
Police Protective	Representation of law enforcement officers in liability actions arising, primarily, from traffic stops and accidents.

### 3. Special Bond/Tax Counsel

The responsibilities of Special Bond/Tax Counsel shall include representation, advice and assistance with respect to all bond and tax matters involving the Authority, including: (1) preparation of bond resolutions and other bond issuance and closing documents; (2) issuance of tax opinions and providing advice on tax issues with respect to arbitrage, rebate, issue price and other tax issues associated with the issuance of bonds, (3) preparation and filing of tax certificates associated with the issuance of bonds, (4) review of liquidity and hedging facility structures and related documents, (5) advising the Authority regarding bond features and structures, (6) representing the Authority in tax controversies, (7) preparation and filing of material event notices and (8) performing other duties normally performed by bond counsel in the representation of independent state agencies, It is anticipated that one firm will be selected to serve as Special Bond/Tax Counsel and one or more firms will be selected to serve as counsel in the event Special Bond/Tax Counsel has a conflict, or where it has been determined to be appropriate by the General Counsel.

### **C. Terms of Engagement**

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

If selected, Proposer(s) will be required to provide the following Services (the “Services”):

1. Provide competent legal counsel and advocacy;
2. Understand and be responsive to the Authority's goals for assigned work and be able to complete the assigned matters to achieve those goals;
3. Provide the Authority with periodic updates regarding staff changes to include deletions and additions to staff and their designation within the firm;
4. Provide the Authority with information that would materially affect the ability of the Firm to properly represent the Authority. Proposer(s) agree to provide said information immediately as known;
5. Accept assignments through an Agreement for Professional Services that will specify the work to be performed and term;
6. Adhere to the applicable Authority Guidelines for Counsel Invoices that are described in Section III of this RFQ and the Professional Services Agreement;
7. Provide required resources in order to support the work assigned;
8. Accomplish the assigned work in a manner that is efficient with respect to time, staffing and costs;
9. Maintain professional relationships and work with the Authority Law Department, other Authority staff, and with the Authority consultants and agents (including investment bankers and trustees) if directed, as part of a team, including providing needed reports, briefings to the Authority's Executive Staff, committees, and/or other staff, as directed by the Authority and as set forth in the Agreement for Professional Services and maintain open communication and accessibility to all concerned; and
10. Invoice the Authority for services rendered and agree to be subject to audit without notice;
11. Meet with the General Counsel, and/or other Authority staff to discuss the budget for said Agreement on a quarterly basis or as requested.
12. Attend an initial orientation session with General Counsel at an Authority location. The Authority will not pay for attendance at this meeting.
13. Meet with the General Counsel and other Law Department staff annually to review matters assigned and other topics related to the Firm's performance under the Agreement. The Authority anticipates that such meetings will last not more than two (2) hours and will, therefore, only pay for time in excess of that amount. The Authority will not pay for meeting preparation time.

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

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

**D. Fees.**

1. General Fees:

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

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

Collections Counsel: One-third of amount recovered up to a cap of \$5,000.00 or \$100.00 per hour (Partner and Associate) at the discretion of the General Counsel

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

(a) Litigation Strategy and Budget

Upon an assignment of a litigation matter, the Firm will, within 30 days of assignment, submit to the General Counsel or designee, a comprehensive analysis of said file setting forth, among other things, an opinion as to liability, the nature of any alleged injuries and the monetary exposure, a preliminary litigation strategy and budget, together with any other information deemed relevant. (A Firm's invoices on litigation matters will not be paid until the foregoing information has been provided to the General Counsel or designee.)

(b) Rates for Motions

i. Summary Judgment and other Dispositive Motions

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

The Firm shall be paid a flat fee of \$2,000.00 for the preparation of said motion and attendance at any oral argument therefor.

Motions for Summary Judgment may be brought only with the consent and approval of the General Counsel or designee.

ii. Non-Dispositive Motions

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

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

(c) Rates for Small Claims Matters

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

(d) Appeals

The Firm shall review the entire file, research and draft appellate briefs as well as make oral argument in assigned cases. Appellate work will be billed at the hourly rate of \$150 for Partners and \$125.00 for Associates.

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

(e) Settlements

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

## **E. Submission of Invoices for Payment**

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

## **F. Consultants and Experts**

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

## **G. Expenses**

1. The Authority will reimburse for the following expenses:
  - a) Photocopies at \$.05 per page or the Firm's actual cost if lower. The actual number of copies must be reflected on the invoice. Photocopying costs exceeding \$500.00 for a single job must be authorized in writing in advance by an Authority attorney.
  - b) Postage (actual postage costs only, i.e., no surcharge).
  - c) Attorney's travel time will be billed at half the applicable hourly rate. Attorney travel time will be billed from the closer of the firm's office or the attorney's home to the destination. Travel time must be clearly indicated on the invoice or the attorney's home.
  - d) Parking and tolls.
  - e) Additional expenses may be approved by the General Counsel in extraordinary circumstances. Such approval must be received before said expenses are incurred.
2. The Authority will not reimburse for the following expenses:
  - a) Filing fees (except in venues that do not permit the Authority exempt status)
  - b) Fax charges or scanning charges
  - c) Courier charges (unless there is prior approval)
  - d) In-house courier charges
  - e) Case management legal education for any personnel
  - f) Computerized legal research costs
  - g) Law office staff overtime
  - h) Cell phone or other telephone charges
  - i) Rent
  - j) Conference rooms
  - k) Equipment rental
  - l) Office supplies

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

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

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

### **END OF SECTION III**

## SECTION IV

### REQUIREMENTS OF THE RESPONSE, PREPARATION AND FORMAT

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

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

#### **A. General Requirements**

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

## **B. Firm Profile and Approach to Services**

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

## **C. Firm Qualifications and Experience**

1. Please indicate what percentage of the Firm's practice is in each of the practice areas for which the Firm is applying.
2. Describe the Firm's experience in in each practice area in which the Firm proposes to provide legal services to the Authority. In particular, identify and describe key matters the Firm has handled since 2009, including any significant outcomes. Limit those descriptions to those most relevant to this RFQ and those that are most representative of the Firm's capabilities.

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

#### **D. Attorney Qualifications and Experience**

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

percentage of the billable workload for such practice areas he/she will be responsible for.. Please provide reasonable estimates.

#### **E. Other Qualification Information**

##### **For Special Bond/Tax Counsel Only:**

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

##### **For All Other Counsel:**

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

**END OF SECTION IV**

## SECTION V

### **EVALUATION FACTORS AND CRITERIA**

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

#### **For Authority Counsel, Authority Counsel (Conflicts), and Special Counsel**

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

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

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

Evidence of insurance and financial capacity will be considered.

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

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

**C. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area(s) as well as the Overall Knowledge of New Jersey Law 35 points**

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

**D. Minority and Women Status 5 Points**

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

**For Special Bond/Tax Counsel**

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

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

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

Evidence of insurance and financial capacity will be considered.

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

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

**C. Overall Knowledge, Qualifications and Experience of Attorneys in the Practice Area as well as the Overall Knowledge of New Jersey Law and Federal/State Tax Law. 35 Points**

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

**D. Minority and Women Status 5 Points**

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

**END OF SECTION V**

## SECTION VI

### **INSURANCE AND INDEMNIFICATION**

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 award, of the kinds and in the amount 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(s) shall furnish to the Authority a certificate or certificates of insurance (together with declaration pages if requested by the Authority) in form satisfactory to the Authority showing that it has complied with this Section. 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 of changes shall be mailed to: General Counsel, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5042. Upon request, the Firm(s) shall furnish the Authority with a copy of each policy itself, including the provision establishing premiums.

In the event that the Firm(s) 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 this award. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Firm.

#### **A. Insurance**

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

#### **Commercial General Liability Insurance**

1. Consultant shall maintain commercial general liability insurance (CGL) with a coverage limit of not less than \$2,000,000 each occurrence. CGL insurance shall be written on the latest ISO occurrence form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage arising from premises, operations, independent contractors, products-completed operations and for liability arising from personal injury and advertising injury, and liability assumed under contract. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. The insurance shall be endorsed to delete the coverage restriction related to work conducted within fifty (50) feet of a railroad, and the XCU exclusions. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insured on the latest ISO forms providing such status for ongoing operations and products-completed operations without any added restrictions or diminution in coverage (or substitute forms providing at least

equivalent coverage). This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier's right of subrogation against "the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers." This insurance shall not contain any provision under which claims made by the Authority against the Firm would not be covered due to the operation of an insured versus insured exclusion. With respect to products and completed operations insurance, Firm shall maintain such insurance for a period of not less than three (3) years following the termination of this Agreement,

### **Commercial Automobile Liability Insurance**

2. Firm shall maintain commercial automobile liability insurance covering all vehicles owned or used by Firm with a coverage limit of not less than \$2,000,000 each occurrence. Auto insurance shall be written on the latest ISO form without any added restrictions or diminution in coverage (or a substitute form providing at least equivalent coverage) and shall cover liability for bodily injury and property damage. This insurance shall also provide coverage for mental anguish or other mental injury arising from bodily injury. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers" shall be included as additional insureds. This insurance shall apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. Such insurance shall be endorsed to waive the insurance carrier's right of subrogation against "the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers." This insurance shall not contain any provision under which claims made by the Authority against the Firm would not be covered due to the operation of an insured versus insured exclusion.

### **Workers' Compensation and Employers' Liability Insurance**

3. Firm shall maintain workers' compensation and employers' liability insurance. Employers' liability coverage shall be in a limit not less than \$1,000,000 Bodily Injury by Disease Each Employee, \$1,000,000 Bodily Injury by Accident- Each Accident, \$1,000,000 Bodily Injury by Disease – Policy Limit. To the extent permitted by law, such insurance shall be endorsed to waive the insurance carrier's right of subrogation against "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers." Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State and shall include all-states insurance to extend coverage to any state which may be interpreted to have legal jurisdiction. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act), where required.

### **Professional Liability Insurance**

4. Firm shall maintain professional liability insurance covering its errors and omissions and liability assumed under contract with a coverage limit of not less than \$5,000,000 each occurrence. "The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees,

guests, consultants and volunteers” shall be included as additional insured’s. This insurance shall be endorsed to apply as primary insurance and not contribute with any other insurance or self-insurance programs afforded to the Authority. This insurance shall be endorsed to waive the insurance carrier’s right of subrogation against “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.” This insurance shall not contain any provision under which claims made by the Authority against the Firm would not be covered due to the operation of an insured versus insured exclusion.

5. Any additional insurance policies necessary to obtain required permits or otherwise comply with applicable law, ordinances or regulations regarding the performance of the Work will be provided upon request of the Authority.
  6. All insurance policies shall specify that the territorial limits shall be on a worldwide basis or as otherwise agreed with the Authority. All insurance policies shall provide that not less than 30 days advance written notice of cancellation or material change of any insurance referred to therein shall be given by registered mail to the General Counsel, New Jersey Turnpike Authority at P.O. Box 5042, 581 Main Street, Woodbridge, New Jersey 07095. All insurance companies providing coverage shall be authorized to do business in the State of New Jersey and maintain an A.M. Best rating of A-, VII or better.
- B. Any other insurance carried by Firm or subcontractors shall be considered to be primary and any insurance carried by or self-insurance programs afforded to the Authority shall be considered excess and non-contributing with such primary insurance.
  - C. Any other insurance carried by Firm or subcontractors shall also contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority and its members, commissioners, officers, agents, servants, employees, guests, consultants and volunteers.
  - D. Prior to commencing any services under this Agreement and thereafter upon the Authority’s request, Firm shall furnish the Authority with a certificate(s) of insurance satisfactory to the Authority and, if requested by the Authority, applicable endorsements and/or a certified duplicate copy of the insurance policy(s) required, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. The Certificates of Insurance shall state that each of the above-required policies has been amended to include the following endorsements and shall be accompanied by copies of the endorsements:
    1. “The New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers” shall be included as additional insured’s.” This statement is not required for the Firm’s workers’ compensation and employers’ liability insurance.
    2. Thirty (30) days’ notice of cancellation or material change in coverage shall be given by registered mail to the New Jersey Turnpike Authority as specified above.

3. All policies shall contain a waiver of subrogation clause in favor of “the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers.”

4. With respect to all policies, the other insurance clause under each policy shall be amended to read as follows:

“This policy will act as primary insurance and not contribute with policies issued to or self-insurance programs afforded to the New Jersey Turnpike Authority and its members, commissioners, officers, agents, employees, guests, consultants and volunteers”

5. All certificate(s) shall be mailed to: Director of Procurement and Materials Management, Purchasing Department, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, New Jersey 07095.

E. In the event that Firm subcontracts any portion of its obligations pursuant to this RFP, Firm shall require such subcontractor to comply with all of the above insurance requirements as if the subcontractor’s name were substituted for any reference to Firm. If any subcontractor cannot comply with this requirement, then such subcontractor shall be added under the Firm's policies as an additional insured.

It is agreed and understood by the parties that the obligation of the Firm to obtain and maintain insurance policies required in accordance with this Agreement is an essential term of the Contract and that the Authority relies on the Firm to perform such obligation. The parties further acknowledge and agree that the failure of the Authority to require strict compliance with all the terms and conditions regarding insurance, as set forth in this Contract, and as evidenced by any Certificates of Insurance, Slips and/or Binders, copies of insurance policies, or otherwise, shall not constitute a waiver or amendment of any of the terms, conditions and requirements of the Agreement regarding the provision of insurance coverage by the Firm.

The Firm shall ensure that the activities to be performed under this Agreement do not violate the terms and conditions of any insurance policy which is or may be provided by the Firm hereunder, and that it shall take all measures necessary to avoid any actions which may lead to cancellation or voidance of such insurance policies.

F. In the event that the Firm fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under this Agreement. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Firm or subcontractor. During any period when the required insurance is not in effect, the Authority may suspend performance of the Agreement. If the contract is so suspended, no additional compensation or extension of time shall be due on account of such suspension. The Authority may waive or modify any insurance requirement set forth herein.

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

- G. NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE FIRM ARE SPECIFIED HEREIN, THE LIABILITY OF THE FIRM SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE CONTRACT OR OTHERWISE IN LAW.
- H. Terms and Deductibles. The Firm shall be responsible for any deductible or self-insured retention, exclusions or lack of coverage in the insurance policies described above. Any deductible or self-insured retention greater than \$5,000 per occurrence must be disclosed to and approved by the Authority. The Authority reserves the right to require that any deductible or self-insured retention be no greater than \$5,000 per occurrence.

**END OF SECTION VI**

**SECTION VII**

**RFQ CHECKLIST**

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

Check off as  
Read, Signed

	CHECK LIST	
A.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
B.	AFFIRMATIVE ACTION INFORMATION SHEET	
C.	AFFIDAVIT OF MORAL INTEGRITY	
D.	OWNERSHIP DISCLOSURE FORM	
E.	VENDOR DISCLOSURE FORM	
F.	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN	
G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
I.	AFFIDAVIT OF NON-COLLUSION	
J.	NJ DIVISION OF REVENUE BUSINESS REGISTRATION	
K.	SMALL /MINORITY /WOMAN BUSINESS ENTERPRISE FORM	
L.	SMALL BUSINESS ENTERPRISE FORM SBE FORM -- PROPOSED SCHEDULE OF SMALL BUSINESS ENTERPRISE PARTICIPATION	
M.	INSURANCE (see Section V of RFP) for Insurance Requirements for this The Services Agreement) Submit proof of insurance- either certificate of insurance or letter from broker with proposal.	

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

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

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

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

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

\_\_\_\_\_  
(Telephone Number/Fax Number)

**EXHIBIT A**

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

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

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

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

- H. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
  
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services the Agreement, one of the following three documents:
  - i. Letter of Federal Affirmative Action Plan Approval
  - ii. Certificate of Employee Information Report
  - iii. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302.pdf))

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

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

Submitted by:

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

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

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

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

**EXHIBIT B**

**AFFIRMATIVE ACTION INFORMATION SHEET**

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

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

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

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

(OR)

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

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

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

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

(OR)

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

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

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

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

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

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

Address \_\_\_\_\_

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

**EXHIBIT C**

**AFFIDAVIT OF MORAL INTEGRITY**

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

Ss:

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

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

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

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

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

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

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

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

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

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

---

Signature

---

Print Name

---

Title

(Corporate Seal)

Sworn and Subscribed to Before Me This

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

---

Notary Public

**EXHIBIT D**

**OWNERSHIP DISCLOSURE FORM**

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE & PROPERTY  
 STATE OF NEW JERSEY  
 33 W. STATE ST., 9TH FLOOR  
 PO BOX 230  
 TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
 \_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

### COMPLETE ALL QUESTIONS BELOW

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes, attach a detailed explanation for each instance)</i>	_____	_____

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT E**

**VENDOR DISCLOSURE FORM**

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

The Authority shall insure that all Proposers seeking to enter into any the Agreement 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 THE AGREEMENT WILL BE PERFORMED:

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**RFP Number:** \_\_\_\_\_

**Proposer:** \_\_\_\_\_

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

**I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:**

€ is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran,

**AND**

€ is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

**In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

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

**You must provide a detailed, accurate and precise description of the activities of the proposer, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.**

Name: \_\_\_\_\_ Relationship to Proposer: \_\_\_\_\_

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

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

Proposer Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

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

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

**EXHIBIT G**

**NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX**

Please be advised that pursuant to P.L. 1995. c. 159, effective January 1, 1996 and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership, or S corporation under the Agreement to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services or construction projects and at the same time the taxpayer, or the partner or shareholder of that entity, is indebted for any State tax, the Director of the Division of Taxation shall seek to set-off that taxpayer's, partner's or shareholder's share of the payment due to the taxpayer, partnership, or S corporation. The amount of set-off shall not allow for the deduction of any expenses or other deductions which might be attributable to a partner or shareholder subject to set-off under this act. No payment shall be made to the taxpayer, the provider of goods or services, or the contractor or subcontractor of construction projects pending resolution of the indebtedness.

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY\_\_\_\_\_

SIGNATURE\_\_\_\_\_

NAME\_\_\_\_\_

TITLE\_\_\_\_\_

DATE\_\_\_\_\_

**EXHIBIT H**

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

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

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

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

:SS

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

I, \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_

and the State of \_\_\_\_\_ of full age, being duly sworn according to law on my oath depose and say that:

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

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

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

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

Subscribed and Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

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

My Commission Expires: \_\_\_\_\_

**EXHIBIT I**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF               :  
                             :  
COUNTY OF           :

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

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

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

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

\_\_\_\_\_

**EXHIBIT J**

**NJ DIVISION OF REVENUE BUSINESS REGISTRATION**

**[Attach]**

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

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

**EXHIBIT K**

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

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

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

SBE Registration # \_\_\_\_\_

Please check below if applicable

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

**EXHIBIT L**

**SMALL BUSINESS ENTERPRISE FORM**

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

**SMALL BUSINESS ENTERPRISE FORM**

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

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

(Attach additional sheet if necessary)

\_\_\_\_\_  
Proposer (Print Name)

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

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

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

**EXHIBIT M**

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

## APPENDIX I

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

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

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

## **CERTIFICATION AND DISCLOSURE REQUIREMENTS**

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

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

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

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

**the contract, the Authority may waive the requirement that the awardee complete an additional Certification and Disclosure of Political Contributions form.**

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

## **APPENDIX II**

### **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  
New Jersey Uniform Ethics Code, September 2006

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 employees 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

New Jersey Uniform Ethics Code, September 2006

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.

1. 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.
2. 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.
3. 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.
4. 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.

1. Commencement of any business, trade, profession or other compensated employment, including the acceptance of compensation for a speech or published work;
2. Uncompensated or volunteer work for or with any entity; or
3. 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 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 writing or by inclusion in public minutes.

The Commission's regulations governing recusal, *N.J.A.C* 19:61-7.1 et seq., which includes 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**

1. No relative of the Governor may be employed in any unclassified office or position within the State.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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
8. 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. *[Exhibits not included]*

### **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.

**APPENDIX III**

**[DRAFT]**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, dated \_\_\_\_\_, 2014, effective \_\_\_\_\_, 2014, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, located at P.O. Box 5042, Woodbridge, New Jersey 07095 (hereinafter referred to as the “Authority”), and \_\_\_\_\_, with its principal offices located at \_\_\_\_\_ (the “Firm”).

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

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

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

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

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

**1. DEFINITIONS.**

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

“Executive Director” means the Executive Director of the Authority.

“Firm” means \_\_\_\_\_ located at \_\_\_\_\_;

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

“Services” refers to the provision of legal services in accordance with Section III of the RFQ dated \_\_\_\_\_, 2014 (a copy of which is attached hereto as Exhibit A and made a part hereof and incorporated herein) and the Response dated \_\_\_\_\_, 2014 (a copy of which is attached hereto as Exhibit B and made a part hereof and incorporated herein). The specific area of services to be provided shall be \_\_\_\_\_. The Firm shall be designated as [Authority Counsel] [Special Counsel] [Special Bond/Tax Counsel]

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

**3. PROFESSIONAL SERVICES.** The Firm agrees that the Services to be performed hereunder shall be those specified in the RFQ and the Response. Should any ambiguity or conflict exist among the Agreement, the RFQ, the Response and exhibits hereto in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 21. The Firm represents itself to be experienced and competent to perform the Services.

**4. TERM.** This Agreement shall be in effect for a period of two (2) years from the effective date of this Agreement. This Agreement also provides the Authority with the option for two (2) one-year extensions, which may be extended at the discretion of the Authority by the Executive Director upon the advice of General Counsel.

**5. PRIMARY ATTORNEYS; REPORTING.**

(a) Primary Attorneys

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

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

(b) Reporting

(1) The Firm shall prepare and sent a monthly status report, detailing the scope and current status of each matter for which it is responsible in form satisfactory to the Authority General Counsel (the "Status Report"). This report shall be forwarded to the Authority's General Counsel or his/her designee by the 5th day of each month. The Firm shall not bill for the preparation of the Status Report.

(2)The Firm shall meet with the General Counsel and other Authority staff to discuss the budget for the Services on a quarterly basis if requested. The Firm shall not bill for preparations for or attendance at such meetings

**6. FEE SCHEDULE/COMPENSATION.**

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

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

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

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

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

- (a) The Authority may terminate the Agreement as follows:
  - (i) Immediately and without notice, in the event that the Authority determines, in its sole discretion, that the Firm has materially breached this Agreement;
  - (ii) After thirty (30) days prior written notice by the Authority upon failure by the Firm to remedy a breach of any provision of this Agreement;
  - (iii)For convenience, upon thirty (30) days prior written notice by the Authority;

- (iv) If the Firm shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Firm and the act of bankruptcy alleged is not denied by the Firm; or if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may, at its option, forthwith terminate this Agreement;
  - (v) Immediately and without notice if any Firm Attorney providing services under this Agreement is subjected to discipline under The Rules of the Court of the State of New Jersey as is indicted or convicted of an offense described in Section 9 hereof.
- (b) The Firm may terminate the Agreement as follows:
- (i) After sixty (60) days prior written notice and opportunity to cure, by the Firm to the Authority, upon failure by the Authority to remedy any material breach of this Agreement;
  - (ii) The Authority fails to fulfill its obligations under this Agreement, including its obligation to pay the fees and charges of the Firm as provided herein, or as permitted or required under any applicable standards of professional conduct or rules of court, all upon reasonable notice to the Authority.
- (c) At the Authority's request upon termination of this Agreement by either party and upon receipt by the Firm of payment for all outstanding fees and charges, the files pertaining to Authority matters, Authority's papers and property will be returned promptly to the Authority immediately upon request.

## **8. FIRM CONFLICT**

- (a) The Firm represents that it does not have any existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Firm. The Firm will also take all necessary steps to avoid the appearance of a conflict of interest and shall have the duty to disclose to the Authority prior to entering into, and during the term of this Agreement, any and all circumstances existing at such time which pose a potential conflict of interest.
- (b) The Firm warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent or representative of the Authority, any cash or non-cash gratuity or payment with view toward securing any business from the Authority or influencing such person with respect to the conditions, or performance of any agreements with or orders from the Authority, including, without

limitation, this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the Authority and the Firm.

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

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

## **9. DEBARMENT/SUSPENSION CERTIFICATION**

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

## **10. FORCE MAJEURE**

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

## **11. INSURANCE.**

The Firm shall procure and maintain, at its own expense, insurance in accordance with Section VI of the RFQ. Notwithstanding that minimum amounts of insurance coverage carried or required to be carried by the Firm are specified herein, the liability of the Firm shall not be limited to the amounts so specified and shall extend to any and all liability in excess of the insurance coverages so provided, nor shall these minimum limits preclude the Authority from taking any action available to it under the provisions of the contract or otherwise in law.

**12. INDEMNIFICATION.**

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

**13. RIGHT TO AUDIT.**

In connection with the exercise of the privileges granted hereunder, the Firm shall:

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

(b) If such audit as mentioned in the preceding subparagraph (a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Firm's principal place of business where the Firm's records and books are maintained, then the Firm shall bear the additional cost of the audit.

**14. EEO/AFFIRMATIVE ACTION.**

The Firm agrees 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 Division on Civil Rights of the New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, handicap, age, nationality, ancestry, sex, marital status, domestic partnership status, familial status and affectional or sexual orientation.

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

- (a) Mandatory Affirmative Action Language
- (b) AA-302 form – State of New Jersey Affirmative Action Employee Information Report

**15. APPLICABLE LAWS.**

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

**16. GOVERNING LAW.**

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

**17. NOTICES.**

Any notices to the Authority under the terms of this Agreement shall be in writing and addressed to:

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

Any notices to the Firm under the terms of this Agreement shall be in writing and addressed to:

FIRM NAME  
FIRM POINT OF CONTACT  
FIRM ADDRESS

**18. PERSONAL LIABILITY.**

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

**19. PROFESSIONAL SERVICES AGREEMENT.**

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

**20. ASSIGNMENT.**

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

## **21. INTEGRATION.**

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

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

- a) The Agreement;
- b) Exhibit A (the RFQ and all Exhibits attached thereto and incorporated therein);
- c) Exhibit B (the Response)

## **22. PARTIES BOUND.**

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

## **23. SEVERABILITY.**

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

## **24. CONFIDENTIALITY.**

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

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

(c) The documentation may not be in any way disclosed to others or used by the Firm, in whole or in part, without the prior written permission of the Authority. The Firm agrees to indemnify the Authority in connection with any failure of the Firm or its employees or agents to comply with its obligation under this Section 24. The obligations of this Section 24 shall survive the termination, expiration or rescission of this Agreement.

**25. CODE OF ETHICS.**

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

**26. SECTION HEADINGS.**

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

\_\_\_\_\_  
Sheri Ann Czjakowski  
Secretary

\_\_\_\_\_  
Joseph W. Mrozek  
Executive Director

Approved by the Law Department

\_\_\_\_\_

ATTEST:

[FIRM]

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

\_\_\_\_\_  
[Name]  
[Title]

**Exhibit A** to Professional Services Agreement

[RFQ]

**Exhibit B** to Professional Services Agreement

[Response]

**EXHIBIT C**  
**to Professional Services Agreement**

**GUIDELINES FOR SUBMITTAL AND REVIEW**  
**OF OUTSIDE COUNSEL INVOICES**

The following requirements and conditions will apply to payments made to the those firms who have entered into a Professional Services Agreement for Counsel (“Agreement”) pursuant to a Request for Qualifications dated \_\_\_\_\_, 2014 (“RFQ”).

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

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

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

[Section III D of RFP]

The Authority will not reimburse for the following:

[Section III G of RFP]

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

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

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