New Jersey Educational Facilities Authority

# REQUEST FOR PROPOSALS
# FOR VERIFICATION AGENT SERVICES
# RELATING TO THE SALE OF
# NEW JERSEY EDUCATIONAL FACILITES AUTHORITY
# REVENUE REFUNDING BONDS
# NEW JERSEY CITY UNIVERSITY


103 College Road East, 2nd Floor
Princeton, NJ 08540


Date Issued: February 20, 2020

Question & Answer Cut-Off Date: February 24, 2020

Proposals Due: February 27, 2020

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**REQUEST FOR PROPOSALS FOR**

**VERIFICATION AGENT SERVICES**

**Date Issued: February 20, 2020**

## 1.0 BACKGROUND OF THE AUTHORITY

The New Jersey Educational Facilities Authority ("NJEFA" or "Authority"), an independent and self-supporting state entity, was created as a public body corporate and politic of the State of New Jersey (the "State") pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), *N.J.S.A.* 18A:72A-1 *et seq*. (the "Act"), to provide a means for New Jersey public and private colleges and universities of higher education (the "Institutions") to construct educational facilities through the financial resources of a public authority empowered to sell tax-exempt and taxable bonds, notes and other obligations. NJEFA is New Jersey's primary issuer of municipal bonds to finance and refinance the construction and development of academic facilities at the Institutions.

The Authority finances and refinances various types of projects for Institutions of higher education in New Jersey. Projects include, but are not limited to, the construction, renovation and acquisition of residential, academic, and research facilities; libraries; technology infrastructures; student life and athletic facilities; parking structures; energy and utilities-related projects; and refinancing of existing debt. The Authority also, from time to time, issues State-backed bonds to fund the State of New Jersey's Higher Education Capital Grant Programs.

The obligations issued by the Authority are special and limited obligations of the Authority and are not a debt or liability of the State of New Jersey or of any political subdivision thereof other than the Authority, and are not a pledge of the faith and credit of the State or of any such political subdivision thereof. The Authority has no taxing power. The obligations issued by the Authority are payable solely from amounts received by the Authority under the transaction documents and amounts on deposit in certain funds established under the transaction documents. The Authority's State-backed bond programs for higher education provide that debt service will be paid by the State Treasurer pursuant to a contract between the Authority and the State Treasurer, subject to annual appropriation by the New Jersey State Legislature.

This solicitation of responses is being conducted pursuant to State laws, regulations and executive orders, specifically Executive Order No. 26 (Whitman, 1994) ("EO 26") and Executive Order No. 37 (Corzine, 2006) ("EO 37"), and the policies and procedures of the Authority with regard to the procurement of professional services.

## 2.0 PURPOSE AND INTENT OF REQUEST FOR PROPOSALS

The New Jersey Educational Facilities Authority (the "Authority") invites you to submit a proposal in response to this Request for Proposals to provide Verification Agent services (the "RFP") related to the Authority's Revenue Refunding Bonds, New Jersey City University Issue (the "Bonds").

It is expected that the Bonds will be issued for the current refunding of all or a portion of the Authority's Series 2007 F Bonds, Series 2008 F Bonds, Series 2010 F Bonds, Series 2010 G Bonds and Series 2015 A Bonds and the potential advance refunding of all or a portion of the Authority's Series 2016 D Bonds issued on behalf of New Jersey City University (the "Bonds to be Refunded"). The Series 2007 F Bonds are outstanding in the aggregate principal amount of $12,910,000; the Series 2008 F Bonds are outstanding in the aggregate principal amount of $6,175,000; the Series 2010 F Bonds are outstanding in the aggregate principal amount of $13,015,000; the Series 2010 G Bonds are outstanding in the aggregate principal amount of $18,310,000; the Series 2015 A Bonds are outstanding in the aggregate principal amount of $35,340,000; and, the Series 2016 D Bonds are outstanding in the aggregate principal amount of $49,990,000. The Bonds are expected to be publicly offered via negotiated sale during the second quarter of calendar year 2020.

Relevant pages from the Official Statements for the Bonds to be Refunded have been provided for your information.

## 3.0 MINIMUM REQUIREMENTS

A vendor must meet the following minimum requirements:

**3.1** Must be an independent certified public accountant or accounting firm.

Failure of a vendor to meet minimum requirements will result in immediate rejection of the vendor's proposal.

## 4.0 SCOPE OF SERVICES

The Verification Agent is asked to provide a verification report. The scope of the engagement will include:

For the Series 2007 F, Series 2008 F, Series 2010 F, Series 2010 G and Series 2015 A Bonds:

**4.1** The computation to determine that the anticipated receipts from the investment of the escrow will be sufficient to pay when due the principal and interest payment requirements of the Series 2007 F, Series 2008 F, Series 2010 F, Series 2010 G and Series 2015 A Bonds on and prior to the redemption date.

For the Series 2016 G Bonds:

**4.2** The computation to determine that the anticipated receipts from the investment of the escrow will be sufficient to pay when due the principal and interest payment requirements of the Series 2016 G Bonds on and prior to the redemption date.

**4.3** The computations of yield on the Series 2016 G Bonds and on the escrow fund.

**Note: Documentation**

All bond financing documents and contractual arrangements will be governed by New Jersey law and the form and substance of any agreements must be satisfactory to both Bond Counsel and the Office of the Attorney General.

## 5.0 REQUIRED COMPONENTS OF THE VENDOR'S PROPOSAL IN RESPONSE TO THE REQUEST FOR PROPOSALS

Each vendor submitting a proposal must follow the instructions contained in this RFP. Proposals must be in writing, should be completed in the most concise manner possible, and must contain all of the information requested, preferably in the order and format requested. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any proposal submitted by each vendor.

In responding to this RFP, please address the following areas:

**5.1** Please provide information for those individuals who will be directly responsible for the preparation of the verification report.

**5.2** Provide a description of the program your firm uses to calculate the numbers necessary to prepare the verification report.

**5.3** Provide a description of your firm's qualifications to serve as verification agent, including a list of transactions on which your firm has served as verification agent in the past two (2) years.

**5.4** Provide a sample verification report, redacted to remove confidential information, if you have not provided verification services to the Authority previously or if the format of your reports have changed since you last provided verification services.

**5.5** Provide three (3) references.

**5.6** **Proposed Fees**
Please provide a separate fee schedule for each item 4.1 through 4.3, under the Scope of Services described above. Proposals that provide one fee only will not be reviewed.

Please note that your fee will only be paid if the refunding occurs and a verification report is required by bond counsel.

The Authority places significant reliance on fee proposals and expects the vendor to prepare them with care. Please understand that any deviation from the fee proposal established for a transaction based on the scope of services described in this RFP for a specific matter will be considered only as the result of a material or unforeseeable substantial change in the structure or circumstances of the transaction and as agreed upon by the parties. The Authority expects to be consulted promptly if you feel that the most recent fee proposal that you have provided is no longer accurate. A request for a proposed fee increase must be in writing and the rates to be charged for actual services rendered must be set forth in a schedule of billing rates as provided for in this RFP response.

### 5.7 Required Documents and Forms

In addition to all required components of the Proposal as listed above, all documents and forms listed in the RFP Checklist referenced below must be timely submitted in order for your proposal to be considered responsive to this RFP.

## 6.0 SUBMISSION OF THE PROPOSAL

In order to be considered for appointment, your response must be received by the Authority no later than **12:00 Noon EST on Thursday, February 27, 2020** via e-mail to Procurement@njefa.nj.gov.

Proposals received after **12:00 Noon EST on February 27, 2020** will not be considered.

If due to delivery service delay, a vendor's proposal is received after **12:00 Noon EST on February 27, 2020**, the proposal shall be deemed responsive provided the vendor submits proof that but for delivery service delay, the vendor's proposal would have been received by the Authority prior to the stated deadline.

All inquiries related to this RFP must be received by **Monday, February 24, 2020** and directed in writing via email or fax to:

Steve Nelson
Director of Project Management
Email: Procurement@njefa.nj.gov
Facsimile: (609) 987-0850

All inquiries must be received by **5:00 PM EST on February 24, 2020.** No vendor submitting a proposal may make any inquiries concerning this RFP, except as expressly set forth herein, to any other NJEFA or Institution employee, Board member, or other state official until final selections have been determined.

If the Authority determines that any answers to such inquiries should be provided to all potential bidders, the answers will be posted on the Authority's website at www.njefa.nj.gov on or about **February 25, 2020.** It is your responsibility to check the Authority's website for any updates. All answers to inquiries or addenda shall be incorporated into and made part of this RFP.

The Authority assumes no responsibility and bears no liability for costs incurred in the preparation and submission of a proposal, or attendance of interviews, if any, in response to this RFP. The Authority assumes no responsibility and bears no liability for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

All documents and information submitted in response to this RFP will become property of the Authority and shall be open to inspection by members of the general public once the selection process is complete, in accordance with the "New Jersey Open Public Records Act" ("OPRA") (*N.J.S.A.* 47:1A *et seq.)*, as amended, and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law. In responding to an OPRA request, any proprietary and/or confidential information in a vendor's proposal will be redacted by the Authority. The vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at *N.J.S.A.* 47:1A-1.1, when the vendor has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the vendor accordingly. The Authority will not honor any attempt by a vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the vendor's assertion of confidentiality with which the Authority does not concur, the vendor shall be solely responsible for defending its designation.

## 7.0 SELECTION PROCESS

In accordance with EO 37 and EO 26, the factors used to evaluate responsive proposals shall include, but are not limited to:

- The background, qualifications, skills and experience of the vendor and its staff;
- The vendor's degree of expertise;
- The rates or fees to be charged by the vendor;
- The Authority's prior experience with the vendor;
- The vendor's familiarity with the work, requirements, and systems of the Authority;
- The vendor's capacity to meet the requirements listed in the Scope of Services;
- The vendor's references; and,
- Geographical location of the vendor's offices.

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be reviewed and scored by an evaluation committee pursuant to the grading scale it creates and a recommendation for appointment will be made to the Authority's Board. The Authority reserves the right to request clarifying information subsequent to the submission of the proposal if necessary.

In making the appointment, strong consideration will be given to the respective price quotations submitted. The Authority reserves the right to establish a fee schedule that is acceptable to the vendor selected and to the Authority and to negotiate fees when appropriate.

The Authority reserves the right to request additional information if necessary or to request an interview with vendor(s) in which the evaluation committee will participate. The Authority also reserves the right to reject any and all submitted proposals with or without cause, and waive any irregularities or informalities in the proposals submitted.

The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Authority reserves the right to resolicit proposals.

## 8.0 ADDITIONAL TERMS AND CONDITIONS

These additional terms and conditions are required by law as indicated herein. The below forms are hyperlinked in the following RFP Checklist and can be downloaded from the Department of the Treasury website at: **http://www.state.nj.us/treasury/purchase/forms.shtml.**

All statutes, regulations, and Executive Orders can be accessed online by visiting the NJ State Library's website at: **https://www.njstatelib.org/research_library/legal_resources/.**

### 8.1 Equal Employment Requirements and Anti-Discrimination Policy

Vendors and bidders are required to comply with the requirements of *N.J.S.A.* 10:5-31 *et seq.* and *N.J.A.C.* 17:27 *et seq*. and the terms set forth in **EXHIBITS A-1 and A-2**.

### 8.2 Form for Disclosure of Investment Activities in Iran

Pursuant to *N.J.S.A.* 52:32-58, vendors must certify that neither the bidder, nor any of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A.* 52:32 – 56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A.* 52:32 – 56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

**8.3 Disclosure Requirement of P.L. 2005, c. 271.**

Pursuant to P.L. 2005, c. 271 ("Chapter 271"), at least ten (10) days prior to entering into any agreement or contract with a value over $17,500 with the Authority, business entities are required to submit a disclosure of certain political contributions.

Vendors are also advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to *N.J.S.A.* 19:44A-20.13 (P.L. 2005, c. 271, Section 3) if your firm receives contracts with public entities, such as the Authority, in excess of $50,000 or more in the aggregate in a calendar year. It is the vendor's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or **www.elec.state.nj.us**.

**8.4 New Jersey Business Registration**

Pursuant to *N.J.S.A.* 52:32-44, the Authority is prohibited from entering into a contract with any entity providing goods or services to the Authority unless the bidder/vendor/contractor has a valid New Jersey Business Registration Certificate (or interim registration) on file with the Division of Revenue and Enterprise Services within the New Jersey Department of the Treasury.

Pursuant to *N.J.S.A.* 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

To verify the registration status of your business and obtain a Business Registration Certificate visit the Division of Revenue website at: **https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp**. If your firm is not already registered with the New Jersey Division of Revenue, the form should be completed online at the Division of Revenue website at: **www.state.nj.us/treasury/revenue/index.html**.

**8.5 New Jersey Conflicts of Interest Law**

The New Jersey Conflicts of Interest Law, *N.J.S.A.* 52:13D-12 *et seq*. and Executive Order 189 (Kean, 1988), prohibit certain actions by persons or entities which provide goods or services to any State Agency.

**8.6 Obligation to Maintain Records**

The firm shall maintain all records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment under the RFP unless otherwise specified in the RFP. Such records shall be made available to the Authority for audit and review upon request.

**8.7 Set-off for State Taxes**

Pursuant to *N.J.S.A.* 54:49-19 *et seq*. (P.L. 1995, c159), and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under *N.J.S.A.* 54:49-19. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

**8.8 New Jersey State W-9**

No firm shall be paid unless a New Jersey State W-9 has been completed and is on file with the Authority.

**8.9 State of New Jersey SBE/MBE/WBE Certification**

Potential Small Business Vendors wishing to participate in the NJ State Set-Aside program may register their company with the New Jersey Division of Revenue and Enterprise Services, Small Business Enterprise Unit at: **https://www.njportal.com/DOR/SBERegistry/**

Firms that wish to become certified as a Minority and/or Women Business Enterprise may apply at: **https://www.nj.gov/njbusiness/contracting/**

**8.10 NJStart Vendor Registration**

It is recommended that all vendors register to use NJStart. It provides access to such information as the status of a vendor's Chapter 51 Certification, Business Registration, Ownership Disclosure, AA/EEOC Compliance and other required forms. Vendors can visit **www.njstart.gov** and click on "Register" to start the process.

**8.11 Diane B. Allen Equal Pay Act**

Vendors and bidders are advised that pursuant to the Diane B. Allen Equal Pay Act, L. 2018, c. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of

Labor and Workforce Development. Information about the Act and the reporting requirement is available at: **https://nj.gov/labor/equalpay/equalpay.html**

**8.12 Local, State and Federal Laws**

The vendor must comply with all local, State and federal laws, rules and regulations applicable to this contract and to the services performed hereunder. All contractual arrangements shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

## 9.0 RFP CHECKLIST

**The following RFP Checklist is to be executed by an authorized signer of your firm, and it is recommended that all required forms and documents listed therein be included and submitted with your proposal as contract award or authorization to the successful bidder is contingent upon receipt.**

| RFP CHECKLIST – It is recommended that all applicable and required forms and documents below be submitted simultaneously with the written proposal. | | | CHECK BOX IF INCLUDED |
|---|---|---|---|
| PROPOSAL | **1** | Your written proposal in response to this Request for Proposals.<br><br>Please Note: Written proposals that do not address all items listed in Section 5.0 above, “Required Components of the Proposal”, will not be evaluated and will be rejected as non-responsive. | ☐ |
| EXHIBITS | **2** | **EXHIBITA-1 -** Mandatory Equal Employment Opportunity Language – *Please sign to indicate acceptance and acknowledgment.* | ☐ |
| | **3** | **EXHIBIT A-2** – Acknowledgment of State Policy Prohibiting Discrimination in the Workplace | ☐ |
| FORMS | **4** | Disclosure of Investment Activities in Iran | ☐ |
| | **5** | Chapter 271 Vendor Certification and Political Disclosure Form | ☐ |
| | **6** | Proof of New Jersey Business Registration | ☐ |
| | **7** | Small, Minority and/or Women-Owned Business Enterprise Certification or Documentation (if applicable) | ☐ |

I hereby agree to the Additional Terms and Conditions set forth in Section 8.0 above and understand that all applicable and required documents and forms listed in this RFP Checklist must be provided to the Authority prior to contract award or authorization.

**Firm Name: ______________________________**

**Submitted By: ____________________________**

**Signature: _______________________________**

**Title: ___________________________________**

**Date: _______________________________**

**NEW ISSUE**
**BOOK-ENTRY ONLY**

**RATINGS:**
**See "RATINGS" herein**

*In the opinion of McCarter & English, LLP, Bond Counsel to the Authority, assuming compliance by the Authority and the University with certain tax covenants described herein, under existing law, interest on the Bonds is excluded from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Bonds is not an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. Based upon existing law, interest on the Bonds and net gains from the sale thereof are exempt from the tax imposed by the New Jersey Gross Income Tax Act. In the case of certain corporate holders of the Bonds, interest on the Bonds will be included in the calculation of the federal alternative minimum tax as a result of the inclusion of interest on the Bonds in "adjusted current earnings". See "TAX MATTERS" herein.*

# $17,910,000
# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
## REVENUE REFUNDING BONDS,
## NEW JERSEY CITY UNIVERSITY ISSUE,
## SERIES 2007 F

**Dated:** Date of Delivery

**Due:** July 1, as shown on the inside cover

The $17,910,000 New Jersey Educational Facilities Authority, Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F (the "Bonds") are issuable by the New Jersey Educational Facilities Authority (the "Authority") on behalf of New Jersey City University (the "University") only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds.

Purchases of the Bonds will be made in book-entry form in denominations of $5,000 and any integral multiple thereof. Beneficial Owners (as defined herein) will not receive certificates representing their interest in Bonds purchased. So long as Cede & Co. is the registered owner, as nominee of DTC, references herein to the registered owner shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS-Book-Entry Only Bonds" herein. The Bank of New York, West Paterson, New Jersey, shall act as Trustee (the "Trustee") for the Bonds.

So long as DTC, or its nominee Cede & Co., is the registered owner, payments of principal and Redemption Price, as applicable, of and interest on the Bonds will be made directly to Cede & Co. Disbursement of such payments to the Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of the Direct Participants, as more fully described herein.

Interest on the Bonds will be payable on January 1 and July 1 of each year, commencing July 1, 2007.

The Bonds are subject to optional, extraordinary optional and mandatory sinking fund redemption prior to maturity, as more fully described herein.

***This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.***

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (N.J.S.A. 18A:72A-1 et seq.), as amended and supplemented, a Resolution authorizing the issuance of the Bonds duly adopted by the Authority on February 28, 2007 (the "Resolution") and a Trust Indenture dated as of April 1, 2007 (the "Trust Indenture") by and between the Authority and the Trustee.

The Bonds are being issued for the purpose of providing funds to: (A) refund certain bonds of the Authority issued on behalf of the University and (B) finance the payment of the costs of issuance of the Bonds. See "PLAN OF FINANCING" herein.

The Authority and the University will enter into a Lease and Agreement, dated as of April 1, 2007 (the "Agreement"), relating to the Project Facilities (as defined herein) pursuant to which the University will agree, inter alia, to pay amounts sufficient to pay principal and Redemption Price of, as applicable, and interest on the Bonds.

Payment of the principal of and interest on the Bonds when due will be insured by a municipal bond new issue insurance policy to be issued concurrently with the delivery of the Bonds by Financial Guaranty Insurance Company.

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THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF REVENUES (AS DEFINED IN THE TRUST INDENTURE), AND OTHER AMOUNTS HELD IN THE FUNDS AND ACCOUNTS (EXCEPT THE REBATE FUND) ESTABLISHED PURSUANT TO THE TRUST INDENTURE.

The Bonds are offered when, as and if issued by the Authority, and delivered and received by the Underwriter subject to prior sale, withdrawal or modification of the offer without notice and to the approval of legality by McCarter & English LLP, Newark, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriter by its counsel, Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey. It is expected that the Bonds, in definitive form, will be available for delivery to DTC, in New York, New York on or about April 4, 2007.

## UBS Investment Bank

Dated: March 22, 2007

**DRAFT**

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In such event, Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

**Redemption Provisions**

**Optional Redemption**. The Bonds maturing on or before July 1, 2017 are not subject to optional redemption prior to maturity, except for extraordinary optional redemption described below. The Bonds maturing on or after July 1, 2018 are subject to redemption prior to maturity on or after July 1, 2017, at the option of the Authority or by operation of the Redemption Fund, and with the prior consent of the University, in whole or in part at any time or from time to time at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, together with accrued interest to the date of redemption.

Notwithstanding any other provision of the Trust Indenture, if at any time the amounts held in the Revenue Fund and the Debt Service Fund are sufficient to pay the principal or Redemption Price of all Outstanding Bonds and the interest accruing thereon to the next date of redemption when all such Bonds are redeemable, the Authority may cause the Trustee to redeem all such Outstanding Bonds.

**Extraordinary Optional Redemption**. Subject to the Prior Agreements, if there is substantial damage to any portion of the Project Facilities rendering such facilities, in the opinion of the Authority, unsuitable for use for its intended purpose, the Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part at any time or from time to time, from and to the extent of any insurance proceeds deposited in the Redemption Fund pursuant to the Agreement, at the election of the Authority, with the consent of the University. Any such redemption shall be made on the earliest practicable date at a Redemption Price of one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption.** The Bonds maturing on July 1, 2028 and July 1, 2032 shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account, at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Bonds on July 1 in each of the years and in the principal amounts as follows:

Bonds Maturing July 1, 2028

| Year | Principal Amount |
|---|---|
| 2027 | $1,175,000 |
| 2028* | 1,230,000 |

* Final Maturity.



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Bonds Maturing July 1, 2032

| Year | Principal Amount |
|---|---|
| 2029 | $810,000 |
| 2030 | 845,000 |
| 2031 | 880,000 |
| 2032* | 920,000 |

* Final Maturity.

**Redemption in Part.** Whenever any Bonds are to be called for optional or extraordinary optional redemption in part, such Bonds may be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate, with the consent of the University, and in the case of any Bonds subject to mandatory sinking fund redemption, the Authority may designate, with the consent of the University, whether such partial redemption shall be credited against the principal amount due at maturity or against particular scheduled Sinking Fund Installments with respect to such Bond. The Bonds to be redeemed within any maturity or Sinking Fund Installment shall be selected by the Trustee by lot.

**Notice of Redemption.** Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Beneficial Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

**Negotiable Instruments**

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

**Principal and Interest Requirements**

The following table sets forth for each bond year ending on June 30, prior to the issuance of the Bonds, the estimated total debt service on the Bonds and debt service on other Obligations of the University.

**NEW ISSUE** — **RATINGS:**
**BOOK-ENTRY ONLY** — **See "RATINGS" herein**

In the opinion of McCarter & English, LLP, Bond Counsel to the Authority, assuming compliance by the Authority and the University with certain tax covenants described herein, under existing law, interest on the 2008 E Bonds is excluded from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the 2008 E Bonds is not an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. In the case of certain corporate holders of the 2008 E Bonds, interest on the 2008 E Bonds will be included in the calculation of the federal alternative minimum tax as a result of the inclusion of interest on the 2008 E Bonds in "adjusted current earnings". See "TAX MATTERS WITH RESPECT TO THE 2008 E BONDS" herein. Based upon existing law, interest on the 2008 Bonds and net gains from the sale thereof are exempt from the tax imposed by the New Jersey Gross Income Tax Act.

# $74,620,000
# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
## Revenue Refunding Bonds
## New Jersey City University Issues

## Consisting of

| | |
|---|---|
| **$68,445,000** | **$6,175,000** |
| **Revenue Refunding Bonds** | **Revenue Refunding Bonds** |
| **New Jersey City University Issue** | **New Jersey City University Issue** |
| **Series 2008 E** | **Series 2008 F (Federally Taxable)** |

**Dated: Date of Delivery** — **Due: July 1, as shown on the inside cover**

The New Jersey Educational Facilities Authority, $68,445,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 E (the "2008 E Bonds") and $6,175,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable) (the " 2008 F Bonds" and together with the 2008 E Bonds, the "2008 Bonds" or "Bonds") are issuable by the New Jersey Educational Facilities Authority (the "Authority") on behalf of New Jersey City University (the "University") only as fully registered bonds without coupons and, when issued, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds.

Purchases of the Bonds will be made in book-entry form in denominations of $5,000 and any integral multiple thereof. Beneficial Owners (as defined herein) will not receive certificates representing their interest in Bonds purchased. So long as Cede & Co. is the registered owner, as nominee of DTC, references herein to the registered owner shall mean Cede & Co. as aforesaid, and shall not mean the Beneficial Owners of the Bonds. See "DESCRIPTION OF THE BONDS-Book-Entry Only Bonds" herein. The Bank of New York, West Paterson, New Jersey, shall act as Trustee (the "Trustee") for the Bonds.

So long as DTC, or its nominee Cede & Co., is the registered owner, payments of principal and, Redemption Price, as applicable, of and interest on the Bonds will be made directly to Cede & Co. Disbursement of such payments to the Direct Participants is the responsibility of DTC, and disbursements of such payments to the Beneficial Owners is the responsibility of the Direct Participants, as more fully described herein.

Interest on the Bonds will be payable on January 1 and July 1 of each year, commencing July 1, 2008.

The 2008 E Bonds are subject to optional, extraordinary optional and mandatory sinking fund redemption prior to maturity, as more fully described herein.

The 2008 F Bonds are subject to optional redemption prior to maturity, as more fully described herein.

***This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.***

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (*N.J.S.A.* 18A:72A-1 *et seq.*), as amended and supplemented, a Resolution authorizing the issuance of the Bonds duly adopted by the Authority on February 27, 2008, as amended on March 31, 2008 (collectively, the "Resolution") and a Trust Indenture dated as of April 1, 2008 (the "Trust Indenture") by and between the Authority and the Trustee.

The Bonds are being issued for the purpose of providing funds to: (A) refund certain bonds of the Authority issued on behalf of the University and (B) finance the payment of the costs of issuance of the Bonds. See "PLAN OF FINANCING" herein.

The Authority and the University will enter into a Lease and Agreement, dated as of April 1, 2008 (the "Agreement"), relating to the Project Facilities (as defined herein) pursuant to which the University will agree, *inter alia*, to pay amounts sufficient to pay principal and Redemption Price of, as applicable, and interest on the Bonds. The Agreement, to the extent set forth therein, shall be subject to the Prior Agreements (as defined in the Agreement). See "Appendix C – FORMS OF CERTAIN LEGAL DOCUMENTS" herein.

Outstanding Bonds and the interest accruing thereon to the next date of redemption when all such Bonds are redeemable, the Authority may cause the Trustee to redeem all such Outstanding Bonds.

**2008 E Bonds Redemption Provisions**

**Optional Redemption**. The 2008 E Bonds maturing on or before July 1, 2018 are not subject to optional redemption prior to maturity, except for extraordinary optional redemption described below. The 2008 E Bonds maturing on or after July 1, 2019 are subject to redemption prior to maturity on or after July 1, 2018, at the option of the Authority or by operation of the Redemption Fund, and with the prior consent of the University, in whole or in part at any time or from time to time at a Redemption Price equal to one hundred percent (100%) of the principal amount to be redeemed, together with accrued interest to the date of redemption.

**Extraordinary Optional Redemption.** Subject to the Prior Agreements, if there is substantial damage to any portion of the Project Facilities rendering such facilities, in the opinion of the Authority, unsuitable for use for its intended purpose, the 2008 E Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part at any time or from time to time, from and to the extent of any insurance proceeds deposited in the Redemption Fund pursuant to the Agreement, at the election of the Authority, with the consent of the University. Any such redemption shall be made on the earliest practicable date at a Redemption Price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption.** The 2008 E Bonds maturing on July 1, 2023, July 1, 2028 and July 1, 2035 shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account, at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Bonds on July 1 in each of the years and in the principal amounts as follows:

2008 E Bonds Maturing July 1, 2023

| Year | Principal Amount |
|---|---|
| 2020 | $2,115,000 |
| 2021 | 2,215,000 |
| 2022 | 2,330,000 |
| 2023* | 2,445,000 |

* Final Maturity.

2008 E Bonds Maturing July 1, 2028

| Year | Principal Amount |
|---|---|
| 2024 | $2,565,000 |
| 2025 | 2,695,000 |
| 2026 | 2,830,000 |
| 2027 | 2,970,000 |
| 2028* | 3,120,000 |

* Final Maturity.

2008 E Bonds Maturing July 1, 2035

| Year | Principal Amount |
|---|---|
| 2029 | $3,275,000 |
| 2030 | 3,440,000 |
| 2031 | 3,610,000 |
| 2032 | 3,790,000 |
| 2033 | 3,980,000 |
| 2034 | 4,180,000 |
| 2035* | 4,390,000 |

* Final Maturity.

**Redemption in Part**. Whenever any 2008 E Bonds are to be called for optional or extraordinary optional redemption in part, such 2008 E Bonds may be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate, with the consent of the University, and in the case of any 2008 E Bonds subject to mandatory sinking fund redemption, the Authority may designate, with the consent of the University, whether such partial redemption shall be credited against the principal amount due at maturity or against particular scheduled Sinking Fund Installments with respect to such 2008 E Bond. The 2008 E Bonds to be redeemed within any maturity or Sinking Fund Installment shall be selected by the Trustee by lot.

**2008 F Bonds Redemption Provisions**

**Optional Redemption**. The 2008 F Bonds are subject to redemption prior to maturity on or after July 1, 2018, at the option of the Authority or by operation of the Redemption Fund, and with the prior consent of the University, in whole or in part at any time or from time to time at the following Redemption Prices expressed as percentages of the principal amount to be redeemed, together with accrued interest to the date of redemption:

| Redemption Date (Inclusive) | Redemption Price |
|---|---|
| July 1, 2018 to June 30, 2019 | 105% |
| July 1, 2019 to June 30, 2020 | 104% |
| July 1, 2020 to June 30, 2021 | 103% |
| July 1, 2021 to June 30, 2022 | 102% |
| July 1, 2022 to June 30, 2023 | 101% |
| July 1, 2023 and thereafter | 100% |

**Redemption in Part**. If some but less than all the 2008 F Bonds are to be redeemed on any date, the Authority, with the consent of the University, shall select the aggregate principal amounts of the 2008 F Bonds to be redeemed. Redemption payments on the 2008 F Bonds being redeemed in part will be made on a *pro rata* basis (based on aggregate principal amount) to each registered owner in whose name such 2008 F Bonds of such stated maturity are registered at the close of business on the fifteenth day of the calendar month immediately preceding the redemption date (the securities depository so long as the book-entry-only system is in effect). So long as the 2008 F Bonds are in the book-entry-only system, there will be only one registered owner, and neither the Authority, the University nor the Trustee will have responsibility for prorating partial redemptions among beneficial owners of the 2008 F Bonds.

**<u>Notice of Redemption</u>**.

Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Beneficial Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

**Negotiable Instruments**

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

**Principal and Interest Requirements**

The following table sets forth for each bond year ending on June 30, prior to the issuance of the Bonds, the estimated total debt service on the Bonds and debt service on other obligations of the University.

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**NEW ISSUE**
**Book Entry Only**

**Ratings: See "Ratings" herein**

*In the opinion of McCarter & English, LLP, Bond Counsel to the Authority, assuming compliance by the Authority and the Public University, as hereinafter defined, with certain tax covenants described herein, under existing law, interest on the Series 2010 F Bonds is excluded from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Series 2010 F Bonds is not an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax. In the case of certain corporate holders of the Series 2010 F Bonds, interest on the Series 2010 F Bonds will be included in the calculation of the federal alternative minimum tax as a result of the inclusion of interest on the Series 2010 F Bonds in "adjusted current earnings." See "TAX MATTERS" herein with respect to the Series 2010 F Bonds. Interest on the Series 2010 G Bonds is included in gross income for federal income tax purposes. Based upon existing law, interest on the Bonds and net gains from the sale thereof are exempt from the tax imposed by the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.*

NJEFA
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

# $42,375,000
# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
## REVENUE BONDS,
## NEW JERSEY CITY UNIVERSITY ISSUES
**Consisting of**
## $24,065,000 SERIES 2010 F (TAX-EXEMPT)
## $18,310,000 SERIES 2010 G (BUILD AMERICA BONDS – DIRECT PAYMENT)

NEW JERSEY CITY UNIVERSITY

**Dated: Date of Delivery**

**Due: July 1, as shown on the inside cover**

The New Jersey Educational Facilities Authority, $42,375,000 Revenue Bonds, New Jersey City University Issues (the "Bonds"), consisting of the $24,065,000 Series 2010 F Bonds (Tax-Exempt) (the "Series 2010 F Bonds") and the $18,310,000 Series 2010 G Bonds (Build America Bonds – Direct Payment) (the "Series 2010 G Bonds"), when issued, will be issued as registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of Bonds will be made in book-entry-only form in denominations of $5,000 or any integral multiple of $1,000 in excess thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as DTC is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See "DESCRIPTION OF THE BONDS — Book-Entry-Only System". The Bank of New York Mellon, Woodland Park, New Jersey (the "Trustee"), shall act as trustee and bond registrar for the Bonds.

Interest on the Bonds will be payable on January 1 and July 1 of each year, commencing January 1, 2011.

The Bonds are subject to optional, extraordinary optional and mandatory redemption prior to maturity, as described herein.

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (*N.J.S.A.* 18A:72A-1 *et seq.*), as amended and supplemented, a Resolution adopted by the New Jersey Educational Facilities Authority (the "Authority") on May 25, 2010 (the "Resolution") and a Trust Indenture dated as of September 1, 2010 (the "Trust Indenture") by and between the Authority and the Trustee. The proceeds of the Bonds will be used to finance a project (the "Project") consisting of: (i) the refunding of all of the Authority's Revenue Bonds, New Jersey City University Issue, Series 1999 B; (ii) financing, in whole or in part, the costs of the acquisition, construction, renovation and installation of certain capital assets located on the Public University's (as hereinafter defined) campus in Jersey City, New Jersey, including, but not limited to, the renovation and repair of various Public University buildings and other facilities (the "Capital Project"); (iii) the funding of capitalized interest; and (iv) paying certain costs incidental to the issuance and sale of the Bonds.

The principal and redemption premium, if any, of and interest on the Bonds are payable solely from payments to be received by the Authority pursuant to a Lease and Agreement, dated as of September 1, 2010 (the "Agreement"), by and between the Authority and New Jersey City University, and from funds and accounts held by the Trustee under the Trust Indenture.

The scheduled payment of principal of and interest on the Series 2010 F Bonds when due will be guaranteed under a financial guaranty insurance policy to be issued concurrently with the delivery of the Series 2010 F Bonds by Assured Guaranty Corp.

ASSURED GUARANTY® CORP.

The Series 2010 G Bonds are not insured.

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE BONDS.

**This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

The Bonds are offered when, as and if issued by the Authority and delivered to the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by McCarter & English, LLP, Newark, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Wolff & Samson PC, West Orange, New Jersey. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about September 2, 2010.

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**J.P. MORGAN** **RAMIREZ & CO., INC.** **WELLS FARGO SECURITIES**

Dated: August 25, 2010

## Redemption Provisions

**Optional Redemption – Series 2010 F Bonds.** The Series 2010 F Bonds maturing on or before July 1, 2020 are not subject to optional redemption prior to maturity, except for extraordinary optional redemption described below. The Series 2010 F Bonds maturing on or after July 1, 2021 are subject to redemption prior to maturity on or after July 1, 2020, at the option of the Authority with the prior consent of the Public University, in whole or in part at any time or from time to time at a Redemption Price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

**Extraordinary Optional Redemption - Series 2010 F Bonds.** Subject to the Prior Agreement, if all or a substantial portion of the Leased Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Series 2010 F Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Agreement, at the election of the Authority with the consent of the Public University. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

**Optional Redemption - Series 2010 G Bonds.** The Series 2010 G Bonds are subject to optional redemption prior to maturity on or after July 1, 2020, at the option of the Authority with the consent of the Public University, in whole or in part at any time or from time to time at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

**Make Whole Redemption - Series 2010 G Bonds.** The Series 2010 G Bonds are subject to redemption prior to maturity by written direction of the Authority and with the prior consent of the Public University, in whole or in part, on any Business Day prior to July 1, 2020, at the "Make-Whole Redemption Price" (as defined herein). The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the Series 2010 G Bonds to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series 2010 G Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010 G Bonds are to be redeemed, discounted to the date on which the Series 2010 G Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the adjusted "Treasury Rate" (as defined herein) plus 35 basis points, plus accrued and unpaid interest on the Series 2010 G Bonds to be redeemed on the redemption date. The "Treasury Rate" is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H. 15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 2010 G Bonds to be redeemed; provided however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity on one year will be used.

The redemption price of the Series 2010 G Bonds to be redeemed pursuant to the make whole redemption provision described above will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Authority at the Public University's expense to calculate such redemption price. The Trustee, the Authority and the Public University may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

**Extraordinary Optional Redemption - Series 2010 G Bonds.** Prior to July 1, 2020, the Series 2010 G Bonds are subject to redemption prior to their maturity at the option of the Authority with the consent of the Public University, in whole or in part, upon the occurrence of an "Extraordinary Event" (as defined below), at a redemption price equal to the greater of:

(1) 100% of the principal amount of the Series 2010 G Bonds to be redeemed or

(2) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series 2010 G Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2010 G Bonds are to be redeemed, discounted to the date on which the Series 2010 G Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the "Treasury Rate" (as defined herein) plus 100 basis points, plus accrued interest on the Series 2010 G Bonds to be redeemed to the redemption date.

An "Extraordinary Event" will have occurred if a material adverse change has occurred to Section 54AA or 6431 of the Internal Revenue Code of 1986, as amended (as such Sections were added by Section 1531 of the Recovery Act, pertaining to "Build America Bonds") pursuant to which the Authority's 35% cash subsidy payment from the United States Treasury is reduced or eliminated.

The redemption price of the Series 2010 G Bonds to be redeemed pursuant to the extraordinary optional redemption provision described above will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Authority at the Public University's expense to calculate such redemption price. The Trustee, the Authority and the Public University may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

**Scheduled Mandatory Redemption - Series 2010 G Bonds.** The Series 2010 G Bonds maturing on July 1, 2040 shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Series 2010 G Bonds on July 1 in each of the years and in the principal amounts as follows:

| Year | Amount |
|---|---|
| 2029 | $1,215,000 |
| 2030 | 1,265,000 |
| 2031 | 1,315,000 |
| 2032 | 1,370,000 |
| 2033 | 1,425,000 |
| 2034 | 1,485,000 |
| 2035 | 1,540,000 |
| 2036 | 1,605,000 |
| 2037 | 1,670,000 |
| 2038 | 1,735,000 |
| 2039 | 1,805,000 |
| 2040* | 1,880,000 |

* Final maturity.

**Redemption in Part.** Whenever any Bonds of a series are to be called for redemption in part, such Bonds may be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate, with the consent of the Public University, and in the case of any Bonds subject to scheduled mandatory redemption, the Authority may designate, with the consent of the Public University, whether such partial redemption shall be credited against the principal amount due at maturity or against particular scheduled Sinking Fund Installments with respect to such Bond.

The Series 2010 F Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

The Series 2010 G Bonds to be redeemed within any maturity shall be selected by the Trustee on a pro rata basis by holder. During any period in which ownership of the Series 2010 G Bonds to be redeemed is determined by a book-entry at a securities depository for such Series 2010 G Bonds, if fewer than all of such Series 2010 G Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Series 2010 G Bonds of such maturity and bearing such interest rate shall be selected on a pro rata basis by beneficial holder, in accordance with the procedures of the securities depository. See "DESCRIPTION OF THE BONDS – Book-Entry-Only System."

In the event any term Bonds for which Sinking Fund Installments have been established are called for redemption other than by scheduled mandatory redemption, the Trustee shall identify Bonds to their respective Sinking Fund Installments or maturity dates prior to making such redemption.

**Notice of Redemption.** Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Beneficial Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

**Negotiable Instruments**

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

**Principal and Interest Requirements**

The following table sets forth for each bond year ending on June 30, subsequent to the issuance of the Bonds, the estimated total debt service on the Bonds and the debt service on other Authority bonds, other obligations of the Public University and the Bonds.

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**NEW ISSUE**
**BOOK ENTRY ONLY**

**Ratings: See "Ratings" herein**

*In the opinion of McManimon, Scotland & Baumann, LLC, Bond Counsel to the Authority (as defined herein), pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") and existing statutes, regulations, administrative pronouncements and judicial decisions, and in reliance on the representations, certifications of fact, and statements of reasonable expectation made by the Authority and assuming continuing compliance by the Authority with certain ongoing covenants set forth in its Tax Certificate (as defined herein), interest on the Bonds (as defined herein) is not included in gross income for Federal income tax purposes and is not an item of tax preference for purposes of calculating the alternative minimum tax imposed on individuals and corporations. Bond Counsel is also of the opinion that interest on the Bonds held by corporate taxpayers is included in "adjusted current earnings" in calculating alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations. Interest on and any gain from the sale of the Bonds are not includable as gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.*

NJEFA
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

# $35,340,000
# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
# REVENUE BONDS,
# NEW JERSEY CITY UNIVERSITY ISSUE
# SERIES 2015 A

NJCU
NEW JERSEY CITY UNIVERSITY

**Dated: Date of Delivery** **Due: July 1, as shown on the inside cover**

The New Jersey Educational Facilities Authority, $35,340,000 Revenue Bonds, New Jersey City University Issue, Series 2015 A (the "Bonds"), when issued, will be issued as registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of Bonds will be made in book-entry-only form in denominations of $5,000 or any integral multiple of $1,000 in excess thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as DTC is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See "DESCRIPTION OF THE BONDS — Book-Entry-Only System." U.S. Bank National Association, Morristown, New Jersey (the "Trustee"), shall act as trustee and bond registrar for the Bonds.

Interest on the Bonds will be payable on July 1 and January 1 of each year, commencing July 1, 2015.

The Bonds are subject to redemption prior to maturity, as described herein.

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (*N.J.S.A.* 18A:72A-1 *et seq.*), as amended and supplemented, a Resolution adopted by the New Jersey Educational Facilities Authority (the "Authority") on December 17, 2014 (the "Resolution") and a Trust Indenture dated as of January 1, 2015 (the "Trust Indenture") by and between the Authority and the Trustee. The proceeds of the Bonds will be used to finance a project consisting of: (i) the refunding of all or a portion of the Authority's Outstanding Revenue Bonds, New Jersey City University Issue, Series 2002 A and Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 E; (ii) the renovation of the existing Science Building and the construction of an addition thereto; (iii) the construction, equipping, redesign and renovation of the Margaret Williams Theater; (iv) HVAC improvements to the John J. Moore Athletics and Fitness Center; (v) the capital fit-out of certain leased facilities for the School of Business; (vi) the construction of Stegman Boulevard; (vii) the funding of capitalized interest and (viii) paying certain costs incidental to the issuance and sale of the Bonds.

The principal and redemption premium, if any, of and interest on the Bonds are payable solely from payments to be received by the Authority pursuant to a Lease and Agreement, dated as of January 1, 2015 (the "Agreement"), by and between the Authority and New Jersey City University, and from funds and accounts held by the Trustee under the Trust Indenture.

The scheduled payment of principal of and interest on the Bonds maturing on maturing July 1 of the years 2029 through 2035, inclusive, and the Step Coupon Bonds (as defined herein) maturing on July 1, 2045 (collectively, the "Insured Bonds"), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Bonds by **ASSURED GUARANTY MUNICIPAL CORP.**

ASSURED GUARANTY® MUNICIPAL

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE BONDS.

**This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

The Bonds are offered when, as and if issued by the Authority and delivered to the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriter by its counsel, Wolff & Samson PC, West Orange, New Jersey. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about January 28, 2015.

## MORGAN STANLEY

Dated: January 15, 2015

not effect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Neither the Authority nor the Trustee will have any responsibility or obligation, legal or otherwise, to any party other than to the registered owners of any Bonds on the registration books of the Trustee.

***Discontinuance of Book-Entry-Only System.*** In the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the Authority, with the consent of the Public University and the Trustee, determines in accordance with the terms of the Trust Indenture that (a) DTC is incapable of discharging its duties, or (b) it is in the best interests of the holders of the Bonds not to continue the Book-Entry-Only System or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry-Only System is continued, then the Authority will discontinue the Book-Entry-Only system with DTC. Upon the occurrence of the event described in (i) or (ii)(a) above, the Authority will attempt to locate another qualified securities depository. If the Authority fails to identify another qualified securities depository to replace DTC or makes the determination noted in (ii)(b) above, the Trustee will authenticate and deliver the Bonds in accordance with the Trust Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and the Authority and the Pubic University do not take any responsibility for the accuracy thereof.

## Redemption Provisions

**Optional Redemption.** The Bonds (other than the Step Coupon Bonds) are subject to redemption prior to maturity on or after July 1, 2025, at the option of the Authority with the prior consent of the Public University, in whole or in part at any time or from time to time at a Redemption Price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

At the option of the Public University, the Step Coupon Bonds, may be called for redemption and payment prior to maturity, on and after July 1, 2020, in whole or in part at any time in any order of Sinking Fund Installment as directed by the Public University at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

**Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Agreement, at the election of the Authority with the consent of the Public University. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

**Mandatory Sinking Fund Redemption.** The Bonds maturing on July 1, 2040 in the aggregate principal amount of $6,810,000 (the "2040 Term Bonds") shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2040 Term Bonds on July 1 in each of the years and in the principal amounts as follows:

Term Bonds Maturing July 1, 2040

| Year | Principal Amount |
|---|---|
| 2036 | $1,115,000 |
| 2037 | 1,275,000 |
| 2038 | 1,375,000 |
| 2039 | 1,480,000 |
| 2040** | 1,565,000 |

**Final Maturity.

The Bonds maturing on July 1, 2045 in the aggregate principal amount of $8,835,000 (the "2045 Term Bonds" and, together with the 2040 Term Bonds, the "Term Bonds") shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2045 Term Bonds on July 1 in each of the years and in the principal amounts as follows:

Term Bonds Maturing July 1, 2045

| Year | Principal Amount |
|---|---|
| 2042 | $1,205,000 |
| 2043 | 2,420,000 |
| 2044 | 2,535,000 |
| 2045** | 2,675,000 |

**Final Maturity.

The Bonds maturing on July 1, 2045 in the aggregate principal amount of $11,320,000 (the "Step Coupon Bonds") shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Step Coupon Bonds on July 1 in each of the years and in the principal amounts as follows:

Step Coupon Bonds Maturing July 1, 2045

| Year | Principal Amount |
|---|---|
| 2041 | $3,630,000 |
| 2042 | 2,615,000 |
| 2043 | 1,605,000 |
| 2044 | 1,695,000 |
| 2045** | 1,775,000 |

**Final Maturity.

**Redemption in Part.** Whenever any Bonds of a series are to be called for redemption in part, such Bonds may be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate, with the consent of the Public University, and in the case of any Bonds subject to mandatory sinking fund redemption, the Authority may designate, with the consent of the Public University, whether such partial redemption shall be credited against the principal amount due at maturity or against particular scheduled Sinking Fund Installments with respect to such Bond.

The Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

In the event any Term Bonds or Step Coupon Bonds for which Sinking Fund Installments have been established are called for both mandatory sinking fund redemption and redemption other than by mandatory sinking fund redemption, the Trustee shall identify the Term Bonds or Step Coupon Bonds, as applicable, to their respective Sinking Fund Installments or maturity dates prior to making such redemption.

**Notice of Redemption.** Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Beneficial Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds. Any notice of optional redemption of any Bonds may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

## Negotiable Instruments

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

**NEW ISSUE**
**BOOK ENTRY ONLY** **Ratings: See "Ratings" herein**

*In the opinion of McManimon, Scotland & Baumann, LLC, Bond Counsel to the Authority (as defined herein), pursuant to Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") and existing statutes, regulations, administrative pronouncements and judicial decisions, and in reliance on the representations, certifications of fact, and statements of reasonable expectation made by the Authority and assuming continuing compliance by the Authority with certain ongoing covenants set forth in its Tax Certificate (as defined herein), interest on the Bonds (as defined herein) is not included in gross income for Federal income tax purposes and is not an item of tax preference for purposes of calculating the alternative minimum tax imposed on individuals and corporations. Bond Counsel is also of the opinion that interest on the Bonds held by corporate taxpayers is included in "adjusted current earnings" in calculating alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations. Interest on and any gain from the sale of the Bonds is not includable as gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.*

NJEFA
New Jersey Educational Facilities Authority

# $52,075,000
# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
## REVENUE REFUNDING BONDS,
## NEW JERSEY CITY UNIVERSITY ISSUE
## SERIES 2016 D

NJCU
New Jersey City University

**Dated: Date of Delivery** **Due: July 1, as shown on the inside cover**

The New Jersey Educational Facilities Authority, $52,075,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D (the "Bonds"), when issued, will be issued as registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of Bonds will be made in book-entry-only form in denominations of $5,000 or any integral multiple of $1,000 in excess thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as DTC is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See "DESCRIPTION OF THE BONDS — Book-Entry-Only System." U.S. Bank National Association, Morristown, New Jersey (the "Trustee"), shall act as trustee and bond registrar for the Bonds.

Interest on the Bonds will be payable on July 1 and January 1 of each year, commencing January 1, 2017.

The Bonds are subject to redemption prior to maturity, as described herein.

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (*N.J.S.A.* 18A:72A-1 *et seq.*), as amended and supplemented, a Resolution adopted by the New Jersey Educational Facilities Authority (the "Authority") on March 22, 2016 (the "Resolution") and a Trust Indenture dated as of June 1, 2016 (the "Trust Indenture") by and between the Authority and the Trustee. The proceeds of the Bonds will be used for the purpose of providing funds to (i) pay the costs of refunding all or part of the Authority's Outstanding Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 E (the "Bonds to be Refunded") (ii) pay costs of issuance of such Bonds (the "Refunding Project").

The principal and redemption premium, if any, of and interest on the Bonds are payable solely from payments to be received by the Authority pursuant to a Lease and Agreement, dated as of June 1, 2016 (the "Agreement"), by and between the Authority and New Jersey City University, and from funds and accounts held by the Trustee under the Trust Indenture.

The scheduled payment of principal of and interest on the Bonds maturing on July 1 of the years 2019 through 2030, inclusive (collectively, the "Insured Bonds"), when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Insured Bonds by ASSURED GUARANTY MUNICIPAL CORP.

ASSURED GUARANTY®
MUNICIPAL

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE BONDS.

**This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.**

The Bonds are offered when, as and if issued by the Authority and delivered to the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Chiesa Shahinian & Giantomasi PC, West Orange, New Jersey. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about June 1, 2016.

**MORGAN STANLEY**

**JANNEY MONTGOMERY SCOTT**

Dated: May 4, 2016

the Bonds might be adversely affected if the Book-Entry-Only System is continued, then the Authority will discontinue the Book-Entry-Only system with DTC. Upon the occurrence of the event described in (i) or (ii)(a) above, the Authority will attempt to locate another qualified securities depository. If the Authority fails to identify another qualified securities depository to replace DTC or makes the determination noted in (ii)(b) above, the Trustee will authenticate and deliver the Bonds in accordance with the Trust Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and the Authority and the Pubic University do not take any responsibility for the accuracy thereof.

## Redemption Provisions

**Optional Redemption.** The Bonds maturing before July 1, 2027 are not subject to optional redemption prior to maturity. The Bonds maturing on or after July 1, 2027 are subject to redemption prior to maturity on or after July 1, 2026 at the option of the Authority with the prior consent of the Public University, in whole or in part at any time or from time to time at a Redemption Price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

**Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University is thereby prevented from carrying on its normal operations, or (C) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Agreement, at the election of the Authority with the consent of the Public University. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

**Redemption in Part.** Whenever any Bonds of a series are to be called for redemption in part, such Bonds may be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate, with the consent of the Public University.

The Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

**Notice of Redemption.** Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Beneficial Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds. Any notice of optional redemption of any Bonds may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

## Negotiable Instruments

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

## Principal and Interest Requirements

The following table sets forth for each bond year ending on June 30, subsequent to the issuance of the Bonds, the estimated total debt service on the Bonds, the debt service on other Authority bonds and other obligations of the Public University.

[REMAINDER OF PAGE INTENTIONALLY LEFT BANK]

## EXHIBIT A-1

## MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

***N.J.S.A.* 10:5-31 *et seq.* (P.L. 1975, C. 127)**

***N.J.A.C.* 17:27**

## GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not 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.

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.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C.* l7:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C.* 17:27-5.2.

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.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO 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 Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at *N.J.A.C.* 17:27**.

**Firm Name: ________________________________________**

**Submitted By: ______________________________________**

**Signature: __________________________________________**

**Title: ______________________________________________**

**Date: ______________________________________________**

## EXHIBIT A-2

## VENDOR ACKNOWLEDGMENT OF RECEIPT OF NEW JERSEY STATE POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE

New Jersey Educational Facilities Authority is committed to establishing and maintaining a workplace environment that is free from discrimination or harassment.

Attached for your review is the New Jersey State Policy Prohibiting Discrimination in the Workplace, which must be distributed to all vendors/contractors with whom New Jersey Educational Facilities Authority has a direct relationship.

Please sign and return this Acknowledgment of Receipt to confirm you have received a copy of the New Jersey State Policy Prohibiting Discrimination in the Workplace.

**Vendor Name:** ______________________________________________

**Submitted By:** ______________________________________________

**Signature:** ______________________________________________

**Title:** ______________________________________________

**Date:** ______________________________________________

## *NEW JERSEY STATE*

## *POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE*

# I. POLICY

## a. Protected Categories

The State of New Jersey is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the State of New Jersey strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the state and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

## b. Applicability

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment in State departments, commissions, State colleges or universities, agencies, and authorities (hereafter referred to in this section as “State agencies” or “State agency”). The State of New Jersey will not tolerate harassment or discrimination by anyone in the workplace including supervisors, co- workers, or persons doing business with the State. This policy also applies to both conduct that occurs in the workplace and conduct that occurs at any location which can be reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed).

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual’s ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

## II. PROHIBITED CONDUCT

### a. Defined

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in I (a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions and career development.

It is also a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in I(a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in I(a) above;

- Treating an individual differently because of the individual's race, color, national origin or other protected category, or because an individual has the physical, cultural or linguistic characteristics of a racial, religious, or other protected category;

- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious or other protected category;

- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;

- Using derogatory references with regard to any of the protected categories in any communication;

- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories; or

- Displaying or distributing material (including electronic communications) in the workplace that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;

- Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;

- Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mail, text messages, invitations, gestures or inappropriate comments about a person’s clothing;

- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;

- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;

- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or

- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

## III. EMPLOYEE RESPONSIBILITIES

Any employee who believes that she or he has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment is encouraged to promptly report the incident(s) to a supervisor or directly to the State agency's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the State agency to receive workplace discrimination complaints.

All employees are expected to cooperate with investigations undertaken pursuant to VI below. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination of employment.

## IV. SUPERVISOR RESPONSIBILITIES

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the State agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the State agency to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and in the State of New Jersey Model Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace (Model Procedures), a supervisor is defined broadly to include any manager or other individual who has authority to control the work environment of any other staff member (for example, a project leader).

## V. DISSEMINATION

Each State agency shall annually distribute the policy described in this section, or a summarized notice of it, to all of its employees, including part-time and seasonal employees. The policy, or summarized notice of it, shall also be posted in conspicuous locations throughout the buildings and grounds of each State agency (that is, on bulletin boards or on the State agency's intranet site). The Department of the Treasury shall distribute the policy to State-wide vendors/contractors, whereas each State agency shall distribute the policy to vendors/contractors with whom the State agency has a direct relationship.

## VI. COMPLAINT PROCESS

Each State agency shall follow the Model Procedures with regard to reporting, investigating, and where appropriate, remediating claims of discrimination/harassment. See N.J.A.C. 4A:7-3.2. Each State agency is responsible for designating an individual or individuals to receive complaints of discrimination/harassment, investigating such complaints, and recommending appropriate remediation of such complaints. In addition to the Equal Employment Opportunity/Affirmative Action Officer, each State agency shall designate an alternate person to receive claims of discrimination/harassment.

All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough and impartial manner. The results of the investigation shall be forwarded to the respective State agency head to make a final decision as to whether a violation of the policy has been substantiated.

Where a violation of this policy is found to have occurred, the State agency shall take prompt and appropriate remedial action to stop the behavior and deter its reoccurrence. The State agency shall also have the authority to take prompt and appropriate remedial action, such as moving two employees apart, before a final determination has been made regarding whether a violation of this policy has occurred.

The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

Each State agency shall maintain a written record of the discrimination/harassment complaints received. Written records shall be maintained as confidential records to the extent practicable and appropriate.

## VII. PROHIBITION AGAINST RETALIATION

Retaliation against any employee who alleges that she or he was the victim of discrimination/harassment, provides information in the course of an investigation into claims of discrimination/harassment in the workplace, or opposes a discriminatory practice, is prohibited by this policy. No employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

Following are examples of prohibited actions taken against an employee because the employee has engaged in activity protected by this subsection:

- Termination of an employee;
- Failing to promote an employee;
- Altering an employee's work assignment for reasons other than legitimate business reasons;
- Imposing or threatening to impose disciplinary action on an employee for reasons other than legitimate business reasons; or
- Ostracizing an employee (for example, excluding an employee from an activity or privilege offered or provided to all other employees)

## VIII. FALSE ACCUSATIONS AND INFORMATION

An employee who knowingly makes a false accusation of prohibited discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, may be subjected to administrative and/or disciplinary action, up to and including termination of employment. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

## IX. CONFIDENTIALITY

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

## X. ADMINISTRATIVE AND/OR DISCIPLINARY ACTION

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

## XI. TRAINING

All State agencies shall provide all new employees with training on the policy and procedures set forth in this section within a reasonable period of time after each new employee's appointment date. Refresher training shall be provided to all employees, including supervisors, within a reasonable period of time. All State agencies shall also provide supervisors with training on a regular basis regarding their obligations and duties under the policy and regarding procedures set forth in this section.

Issued: December 16, 1999

Revised: June 3, 2005

Revised: September 5, 2013 See N.J.A.C. 4A:7-3.1