



# **SOUTH JERSEY TRANSPORTATION AUTHORITY**

## **Request for Proposals**

**General and/or Special Legal Counsel for the  
South Jersey Transportation Planning Organization**

### **Proposals Due**

**Tuesday, February 25, 2020 at 2:00 PM**  
at the SJTA Administration Building located at  
the Farley Service Plaza in Elwood, NJ

***\*\* Important: Please take note to revised shipping information below.***

***Please take into consideration when preparing proposals for shipment & delivery  
that using overnight delivery services (Fed Ex or UPS) does not guarantee  
next day deliveries to our location.***

**\*\*FEDEX ONLY Address: \*\***

South Jersey Transportation Authority  
MP 21.3 Atlantic City Expwy  
Elwood, NJ 08217  
Attn: Purchasing Department

**\*\*UPS ONLY Address: \*\***

South Jersey Transportation Authority  
Farley Service Plaza  
0 Atlantic City Expressway  
Hammonton, NJ 08037  
Attn: Purchasing Department

**Phone: 609-965-6060**

**Fax: 609-965-7315**

[bids@sjta.com](mailto:bids@sjta.com)

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## **STATEMENT OF RIGHTS**

The South Jersey Transportation Authority (SJTA) reserves, holds, and may at its sole discretion, exercise the following rights and options with respect to this Request for Proposals (RFP).

1. To select and enter into an agreement with the one or more Proposer(s) based on price and quality factors, such that absent exceptional circumstances, contracts for the purchase of materials, products, supplies, and non-professional services shall be awarded to the lowest responsible bidder that submits a responsive bid.
2. To reject any and/or all proposals for the reasons stated in this RFP and/or as permitted under New Jersey law.
3. To issue additional subsequent solicitations for proposals and/or amendments to the RFP.
4. To conduct investigations with respect to the qualifications of each Proposer.
5. To negotiate with Proposers for amendments or other modifications to their proposals.
6. To modify dates.
7. To enter into agreements for only portions (or to not enter into an agreement for any) of the services contemplated by the proposal submitted.
8. All proposals prepared in response to this RFP are at the sole expense of the Proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the SJTA for the expense of preparation.
9. The Open Public Records Act mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial, or other data whose public disclosure could cause substantial injury to a Proposer's competitive position, or constitute a trade secret. To protect these data from disclosure under the Open Public Records Act, the Proposer should specifically identify the pages of the proposal that contain such information, by properly marking the applicable pages and inserting the following notice in the front of its proposal.

### **NOTICE**

The data on this proposal identified by an asterisk (\*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the Proposer's competitive position.

The Proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent the SJTA considers proper under the law. If an agreement is entered into with the Proposer, the SJTA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

The SJTA does not assume any responsibility for disclosure or use of marked data for any purpose. In the event that properly marked data is requested, pursuant to the Open Public Records Act, the Proposer will be advised of the request, and may expeditiously submit to the SJTA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under the law. This statement will be used by the SJTA in making its determination as to whether disclosure is proper under the law.

The SJTA has diligently prepared this RFP and has presented all known, pertinent data as accurately and as completely as possible. This data is provided for general information purposes only. The SJTA does not guarantee or warrant the correctness of this information; moreover, the SJTA accepts no responsibility for any omissions or deletions of information relating to this Request For Proposals.

#### DISCLAIMER

“The contents and information provided in this Request for Proposals (RFP) is meant to provide general information to interested parties, and in no way reflects the adherence of the South Jersey Transportation Authority to any public bidding requirements. The successful Proposer shall be required to execute an Agreement with the SJTA that will govern the rights, duties and obligations between the SJTA and the successful Proposer. ACCORDINGLY, THE TERMS SET FORTH WITHIN THIS REQUEST FOR PROPOSALS SHALL NOT CONSTITUTE ANY CONTRACT BETWEEN THE SJTA AND THE SUCCESSFUL PROPOSER. MOREOVER, THE SJTA ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS REQUEST FOR PROPOSALS. However, the successful proposal will become part of the Agreement.”

## **1.0 INFORMATION FOR PROPOSERS**

### **PURPOSE AND INTENT:**

The **South Jersey Transportation Authority** (SJTA or Authority) is a public authority established by the Legislature in 1991 to provide the traveling public with safe and efficient transportation through the acquisition, construction, maintenance, operation and support of various transportation assets in southern New Jersey including Atlantic, Camden, Cape May, Cumberland, Gloucester and Salem counties.

The Authority owns and operates the Atlantic City Expressway, the Atlantic City International Airport, parking facilities and transit routes. The Authority also provides administrative services for the **South Jersey Transportation Planning Organization** (SJTPO) for a fee established in the SJTPO's Unified Planning Work Program and approved annually by the Federal Highway Administration.

The SJTPO is a metropolitan planning organization whose function is to develop transportation programs for urbanized areas of the State in order to encourage and promote the development of intermodal transportation systems that maximize mobility and minimize air pollution. As such, the SJTPO has responsibility for oversight of all federally funded surface transportation planning activities in Atlantic, Cape May, Cumberland, and Salem Counties. Proposals are being sought from law firms for a wide variety of legal services.

In furtherance of Executive Order No. 37 dated September 26, 2006 and to enhance effective and efficient management of legal resources, the SJTA and SJTPO intend to create a short list of multi-disciplined outside counsel interested in serving as General Counsel, under the direction and control of the **Executive Director of the SJTPO**.

### **Practice areas shall include:**

- State and Federal Ethics Requirements
- Employment and Labor Practices
- Representation of Metropolitan Planning Organizations
- Procurement of Federally Funded Projects
- General Litigation
- Federal Metropolitan Planning Regulations
- Environmental Law
- Public Agency Governance
- Land Use
- Worker's Compensation
- Federal and State Motor Vehicle, Bus and Highway Regulations

This RFP does not affect matters currently assigned to outside general or special counsel. However, upon completion of the selection process described herein, any and all pre-existing designations of general or special counsel will expire.

**Any counsel currently providing legal services to the SJTA who seeks to be eligible for future retentions must submit qualifications in accordance with the directions set forth below.**

## ANTICIPATED PROCUREMENT SCHEDULE

RFP Available	Monday, February 10, 2020
Questions Deadline	Tuesday, February 18, 2020
Proposals Due	Tuesday, February 25, 2020 at 2:00pm
Anticipated Award	Wednesday, April 15, 2020 Board Meeting

In order to be considered for selection, proposals must be received no later than **2:00 PM on Tuesday, February 25, 2020** at the address listed below. Firms mailing proposals should allow for their normal mail delivery time to ensure timely receipt of their proposals.

**Please be advised that using overnight delivery services does not guarantee next day deliveries to our location.**

## TERM OF CONTRACT

The term of the general and/or special legal counsel designations made pursuant to this RFP will be one (1) year with the Authority option to extend one (1) year.

## SUBMISSION OF PROPOSALS

Proposals submitted in response to this RFP must be of sufficient detail to allow the SJTA and SJTPO to evaluate the proposer's experience and qualifications, technical and customer service approach and cost. Information provided must relate to this specific project.

One (1) original and eleven (11) copies of the proposal are to be submitted in sealed envelopes, securely fastened and marked on the exterior with the name and address of the proposer, proposal due date and the title "**General and/or Special Legal Counsel for the South Jersey Transportation Planning Organization**". Proposals must be submitted with a cover letter signed by a partner or principal officer of the proposing firm.

**Proposals received after the date and time specified above will not be accepted for review and will be returned unopened to the responding Proposer. Important, please note revised shipping information below.**

### **\*\*FEDEX ONLY Address:\*\***

South Jersey Transportation Authority  
Farley Service Plaza  
Atlantic City Expressway, M. P. 21.3  
Elwood, NJ 08217  
Attn: Purchasing Department

### **\*\*UPS ONLY Address:\*\***

South Jersey Transportation Authority  
Farley Service Plaza  
0 Atlantic City Expressway  
Hammonon, NJ 08037  
Attn: Purchasing Department

**Phone: 609-965-6060**

**Fax: 609-965-7315**

**[bids@sjta.com](mailto:bids@sjta.com)**

**PROPOSALS SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE CONSIDERED. ELECTRONIC PROPOSALS WILL ONLY BE ACCEPTED THROUGH THE AUTHORITY'S BIDDING SYSTEM, BID EXPRESS.**

## **QUESTIONS OR REQUESTS FOR CLARIFICATION**

All questions about the meaning or intent of the RFP documents, including these instructions or the specifications, shall be submitted in writing to the Authority's Purchasing Department. Any questions or requests for clarification are to be emailed to [bids@sjta.com](mailto:bids@sjta.com).

**\*\*When submitting a question or request for clarification, the subject line of the email MUST contain the word "Question" followed by the title of the RFP. \*\***

Questions must be received no later than **4:00 PM on Tuesday, February 18, 2020.** Questions received after this date and time may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The preferred method of submitting questions or requests for clarification is via email, however questions can also be submitted via fax to 609-965-7315, attention Purchasing Department.

## **ISSUANCE OF ADDENDA**

Responses to all questions of substantive nature will be answered in the form of an addendum. The SJTA with consultation by the SJTPO shall be the sole judge of the question viability. Any informal explanation, clarification, or interpretation will not bind SJTA, oral or written, by whoever made, that is not incorporated into an addendum.

Addenda will be issued and posted on the Authority's website at [www.sjta.com](http://www.sjta.com), under "Bids & Contracts". **There are no designated dates for release of addenda. Therefore interested proposers should check the Authority's website on a daily basis from the time of the RFP issuance through the Proposal due date.**

It is the sole responsibility of the bidder/proposer to be knowledgeable of all addenda related to this procurement. The bidder/proposer must complete the "Acknowledgement of Receipt of Addenda" form, which is included in this Bid/RFP as a required Checklist item. Failure to acknowledge receipt of all addenda may render a bid/proposal as non-responsive.

A proposer's failure to request a clarification, interpretation, correction or amendment will preclude such proposer from, thereafter, claiming any ambiguity, inconsistency or error.

## **INTERPRETATIONS OR CORRECTIONS BINDING**

Only questions answered by formal written addenda will be binding and prospective proposers are warned that no officer, agent, or other employee of the SJTA, SJTPO, or their representatives is authorized to give verbal information concerning, explaining or interpreting the RFP.

## EQUAL OPPORTUNITY REQUIREMENTS

### 1. Affirmative Action

Proposers shall be required to comply with all applicable affirmative action and equal employment opportunity laws, orders, rules and regulations including, but not limited to N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27 (See Exhibit A). The successful proposer shall be required to submit the applicable Affirmative Action form as described in Exhibit A within seven (7) days after receipt of the SJTA's intent to award a contract.

### 2. Small Business Participation

#### *Policy Statement of the South Jersey Transportation Authority*

In accordance with Executive Order No. 84 signed by Governor James J. Florio on March 5, 1993 and Executive Order No. 71 signed by Governor James E. McGreevey on October 2, 2003, it is the policy of the South Jersey Transportation Authority (the "Authority" or "SJTA") that Small Business Enterprises ("SBE"), as determined and defined by the Department of the Treasury, Division of Revenue and Enterprise Services ("Division of Revenue") in N.J.A.C. 17:13 et seq., have the opportunity to compete for and participate in the performance of contracts to the purchase of goods and services and for construction services required by the Authority. The Authority further requires that its contractors shall agree to take all necessary and responsible steps, in accordance with the aforementioned regulations, to ensure that SBE's have these opportunities.

It is the policy of the South Jersey Transportation Authority (SJTA) that small businesses (each a "small business enterprise" or "SBE"), as determined and defined by the New Jersey Department of the Treasury, Division of Purchase and Property, Contract Compliance and Audit Unit, EEO Monitoring Program ("EEO Monitoring Program") in N.J.A.C. 17:27 et seq. or other application regulation, should have the opportunity to participate in SJTA Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the SJTA pursuant to this Contract, the Firm must demonstrate to the SJTA's satisfaction that a **good faith effort** was made to utilize subcontractors and sub-consultants who are **registered with the EEO Monitoring Program as SBEs**.

Furthermore, Proposers and subcontractors shall be evaluated by the EEO Monitoring Program, based on its attainment of the Participation Goals set forth in N.J.A.C. 17:27-5.2

Please refer to the following link for current applicable procurement target(s) guidelines set forth by the NJ Department of Treasury:

[https://www.state.nj.us/treasury/contract\\_compliance/](https://www.state.nj.us/treasury/contract_compliance/)

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

1. Whether the vendor or subcontractor has agreed to make a good faith effort to adhere to targeted minority and women employment goals;
2. Whether the vendor or subcontractor has met or documented that it has made a good faith effort to meet targeted employment goals;
3. Whether the vendor or subcontractor has adopted an Equal Employment Opportunity (EEO) Policy;
4. Whether the vendor or subcontractor has posted an EEO Policy on the job site bulletin board;
5. Whether the vendor or subcontractor has disseminated the EEO Policy to its workers through various means including company meetings, preconstruction job meetings, written notices, etc.;
6. Whether the vendor or subcontractor has posted Federal or State issued EEO posters on the job site bulletin board;
7. Whether the vendor or subcontractor has identified an EEO Officer and established job duties in writing for such position;
8. Whether the vendor or subcontractor has developed a basic complaint procedure;
9. Whether the vendor or subcontractor has knowledge of and has considered the general availability of minorities and women having requisite skills in the immediate labor area;
10. Whether the vendor or subcontractor has knowledge of and has considered the percentage of minorities and women in the total workforce in the immediate labor area;
11. Whether, when the opportunity has presented itself, the vendor or subcontractor has considered promoting minority and women employees within its organization;
12. Whether the vendor or subcontractor attempted to hire minorities and women based upon the anticipated expansion, contraction and turnover of its workforce;
13. Whether the vendor or subcontractor has the ability to consider undertaking training as a means of making all job classifications available to minorities and women and whether it has done so;
14. Whether the vendor or subcontractor has utilized the available recruitment resources to attract minorities and women with requisite skills, including, but not limited to, public and private training institutions, job placement services, referral agencies, newspapers, trade papers, faith-based organizations, and community-based organizations;
15. Whether the vendor or subcontractor has requested qualified minorities and women from a labor union with whom it has an exclusive hiring or referral arrangement;
16. Whether the vendor or subcontractor has actively recruited beyond the traditional sources to attract minority and women applicants;
17. Whether the vendor or subcontractor has reviewed all personnel actions to ensure actions are taken in compliance with the company's EEO policy; and
18. Whether the vendor or subcontractor has retained records of employment and personnel actions and payroll records for a three year-period from the date of the contract or project closing

**The Contractor agrees to make a good faith effort to award at least 25% of this contract to subcontractors registered by the Division of Revenue as a SBE. Subcontracting goals**

**are not applicable if the prime contractor is a registered Small Business Enterprise (SBE) firm.**

## **PROPOSER RESPONSIBILITY**

The proposer assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a proposer's failure to be knowledgeable as to all of the requirements of this RFP. The SJTA assumes no responsibility and bears no liability for cost incurred by a proposer in the preparation and submittal of a proposal in response to this RFP.

## **REVIEW OF PROPOSALS**

The SJTA and SJTPO, in accordance with law, reserve the right to reject any and all proposals received in response to this RFP, when determined to be in the SJTA's or SJTPO's best interest, and to waive minor noncompliance in a proposal. The SJTA and SJTPO further reserve the right to make such investigations as they deem necessary as to the qualifications of any and all firms submitting proposals in response to this RFP. In the event that all proposals are rejected or if the SJTA or SJTPO, at any time, deem the number of qualified firms receiving designations as the result of this RFP to be insufficient to meet the potential needs of the SJTA or SJTPO, or for any other reason, the SJTA or SJTPO reserve the right to re-solicit proposals. The SJTA shall not be deemed obligated at any time to award any contract to any proposer.

## **CONTENTS OF PROPOSAL**

Subsequent to proposal opening, all information submitted by proposers in response to this solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A proposer may designate specific information as not subject to disclosure when the proposer has a good faith legal/factual basis for such assertion. The SJTA reserves the right to make the determination concerning such assertion, and will advise the proposer accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. **THE SJTA WILL NOT HONOR ANY ATTEMPT BY A PROPOSER EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.**

All proposals, with the exception of information determined by the SJTA or the Court to be proprietary, are available for public inspection after the Notice of Intent to Award is issued to all proposers. At such time, interested parties can make an appointment with the SJTA to inspect proposals received in response to this RFP.

## **SIGNATURES**

An officer authorized to make binding commitments for those proposers making proposals shall sign each proposal.

## **INCURRING COSTS**

Neither the SJTA nor its consultants shall be liable for any costs incurred by any proposers in the preparation of its proposal for the services requested by this RFP. The Authority shall not

be held liable for any activity or costs associated with the preparation or submission of the proposal, proposal conference, oral presentation(s) or any other activity of any kind in regard to this RFP.

## **ACCEPTANCE OF PROPOSALS**

The SJTA and SJTPO intend to award a contract to the proposer or proposers that the SJTA and SJTPO deem best satisfies the needs of the SJTA and SJTPO and their employees. The RFP does not in any manner or form commit the SJTA and SJTPO to award any contract. The contents of the proposal may become a contractual obligation if, in fact, the proposal is accepted and a contract is entered into with the SJTA. The SJTA and SJTPO may award a contract solely on the basis of the proposal submitted without any additional negotiations. The SJTA and SJTPO shall reserve all rights to provide for additional negotiations if they deem in their best interest. Failure of the proposer to adhere to and/or honor any or all of the obligations of the proposal may result in immediate cancellation of the award of the contract by the SJTA.

## **AWARD OF CONTRACT**

The Authority will act to award a contract to the successful proposer or to reject all proposals within ninety (90) calendar days after receipt of the proposals as prescribed by law unless a time extension is obtained in accordance with Authority rules.

## **FINAL CONTRACT**

The contract entered into with the successful proposer or proposers shall be a contract that shall be satisfactory to the SJTA in accordance with the laws of the State of New Jersey. It is understood that the contract shall be awarded on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey.

## **DISSEMINATION OF INFORMATION**

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

## **ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing straightforward, concise description of your proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

## **ORAL PRESENTATION**

Proposers that submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to staff and members of the Authority or Organization. This will provide an opportunity for the proposer to clarify or elaborate on their proposal. The Authority will schedule the time and location of these presentations and notify proposers accordingly. Requests for oral presentations will not represent any commitment on the part of the Authority and should not be construed as intent to award.

## **REVISIONS TO THE REQUEST FOR PROPOSAL**

In the event it becomes necessary for the Authority to revise any part of the RFP, revisions will be made available in the form of an Addendum and posted to the Authority's website at [www.sjta.com](http://www.sjta.com) under "Bids & Contracts". It is the sole responsibility of the proposer to be knowledgeable of all addenda related to this procurement. If revisions are necessary after conducting the oral presentations, such revisions will only be provided to those proposers participating in the oral presentations.

## **PRIME CONTRACTOR RESPONSIBILITIES**

The selected proposers will be required to assume sole responsibility for the complete effort as required by these specifications. The Authority will consider the selected proposer to be the sole point of contact with regard to contractual matters.

## **ASSIGNMENT**

The proposer(s) selected is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the express written consent of the Authority.

## **TERMINATION OF CONTRACT**

The Authority reserves the right to terminate, without reason, a contract entered into as a result of this RFP, provided written notice is given to the proposer at least thirty (30) days prior to such proposed termination date.

## **ACCOUNTING RECORDS**

The proposer selected is required to maintain accounting records and other evidence pertaining to cost incurred on the program and to make records available to the Authority at all reasonable times during the contract period and for three full years from the date of the final payment under the contract.

## **TOLLS**

It is the policy of the South Jersey Transportation Authority not to offer toll free passage on the Atlantic City Expressway for its vendors; New Jersey Title 19:2-6.3(a) (Subchapter 6. Tolls).

## **JOINT VENTURES**

If a joint venture is submitting a proposal, the agreement between the parties related to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the bid or proposal. A separate Ownership Disclosure Form, Chapter 51 and Executive Order 117 Certification and Disclosure forms, Affirmative Action Employee Information Report and NJ Business Registration Certificates must be supplied for each party in the joint venture.

## **CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN**

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

## **RIGHT TO AUDIT**

The Successful Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to the SJTA with regard to this RFP/Bid. The SJTA, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Successful Proposer's books and records specific to the Proposal and Agreement. Such records shall be retained by Successful Contractor for at least five (5) years after termination of the Service Agreement. In no event shall books and records be disposed of or destroyed prior to five (5) years or during any dispute or claim between the Contractor and the Successful Contractor with regard to the RFP/Bid.

In accordance with the New Jersey Office of the State Comptroller ("OSC") document retention policy N.J.A.C. 17:44-2.2, Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

## **NOTICE OF NEW ELECTRONIC BIDDING PROCESS**

Registration for Electronic Bidding In an effort to make the bid solicitation process more efficient and cost effective for both vendors and the Authority, the Purchasing Department has adopted an electronic bidding process for most public bids. Electronic bids shall be submitted at the [bidexpress.com](http://bidexpress.com) website as the method of bid submission. It is strongly recommended that vendors become familiar with the electronic process as soon as possible to prepare for the Authority's decision to accept only electronic bids. All electronic bidders must first register on [bidexpress.com](http://bidexpress.com) and create an Info Tech digital identification ("Digital ID") at no cost to the vendor. The Digital ID is used to sign bids and serves important functions including: a) assuring the Authority, that the digital signature is from the entity submitting the bid (forgery deterrence); b) ensuring that no one can alter a bid (non-falsification); c) preventing the information in a bid from disclosure to unauthorized parties (confidentiality); and d) safeguarding that even authorized parties cannot access the bid prior to the public bid opening (sealing). Since it can take up to five (5) business days to process your Digital ID, it is highly recommended that a Digital ID be enabled at least 48 hours in advance of submitting an electronic bid. Please plan accordingly. In lieu of paying the traditional paper bidding costs (overnight delivery costs), Bid Express charges a fee of \$25.00 to those who wish to bid electronically on a pay-per solicitation basis. Alternatively, you may subscribe for \$50.00 per month for unlimited electronic bid submission to all entities that (nationally) post solicitations on the [bidexpress.com](http://bidexpress.com) website plus get email notifications by agency/work type/commodity code. Furthermore, for bidders who are bidding online and wish to utilize the electronic bid bond option, please see the FAQs page regarding electronic bid bonds at <https://bidexpress.com>. For additional guidance on the electronic process, please contact the Bid Express team toll free at (888) 352-2439 (select option 1).

## GENERAL INSURANCE REQUIREMENTS

1. Prior to the commencement of any work or services and until completion / final acceptance of the work as described in the Scope of Services in this Contract, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. The cost of the required insurance shall be included in the Contractor's bid price and no adjustment shall be made to the contract price because such costs unless such approval is provided. The term Contractor shall include "Professional Service Contractors" as well as Subcontractors and Sub-Subcontractors of every tier. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. The Services shall not commence until the Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the South Jersey Transportation Authority (the "Authority"). Approval of insurance required of the Contractor will be granted only after submission to the Authority of original certificates of insurance signed by the representatives of the insurers or, at the Authority's request, certified copies of the required insurance policies. If found to be non-compliant at any point during the Contract Term, the Authority may purchase the required insurance coverage(s) and the cost will be borne by the Contractor through direct payment/reimbursement to the Authority or the Authority may withhold payment to the Contractor for amounts owed to them. The required insurance shall not contain any exclusions or endorsements which are not acceptable to the Authority. Failure of the Authority to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Authority to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. With respect to insurance maintained after final payment in compliance with a requirement below, an additional certificate(s) evidencing such coverage shall be provided to the Authority with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.
2. The Contractor shall require all Subcontractors to maintain during the term of the Contract Insurance of the type and in the minimum amounts as described below and required of the Contractor. Any obligations imposed upon the Contractor as part of this contract shall be so imposed upon any and all Subcontractors as well.
3. All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of two (2) years subsequent to the completion of their work / final payment.
4. The South Jersey Transportation Authority, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability insurance program (except Workers Compensation and Professional Liability policies) for ongoing operations and completed operations on a primary noncontributory basis. Coverage to include ongoing and completed operations using ISO Endorsements CG 2010 and CG 2037, or their equivalents. Each of the Additional Insured's respective members, employees, agents and representatives shall also be afforded coverage as an

Additional Insured. Coverage should be provided for a period of two years subsequent to the completion of work/final payment. The Authority reserves the right to require the Contractor to name other parties as additional insureds as required by the Authority. There shall be no "Insured versus Insured Exclusion" on any policies; all policies will provide for "cross liability coverage".

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Authority. In the event of cancellation or non-renewal of coverage(s), it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period. In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.
6. No acceptance and/or approval of any insurance by the Authority shall be construed as relieving or excusing the Contractor or the Contractor's Surety from any liability or obligation imposed upon either or both of them by provisions of this Contract.
7. Any deductibles or self-insured retention's (SIR) of \$10,000 or greater shall be disclosed by the Contractor, and are subject to the Authority's written approval. Any deductible or retention amounts elected by the Contractor or imposed by the Contractor's insurer(s) shall be the sole responsibility of the Contractor. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies), and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
8. All insurance companies shall have an AM Best's rating of at least "A-, Class VIII" or better and be permitted to do business in the State of New Jersey.
9. There shall be no liability upon the Authority, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Authority in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Authority.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a. The Contractor waives all rights of recovery against the Authority and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
  - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
11. Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
12. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.

13. Contractor shall promptly notify the Authority and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the Contract. The Contractor shall forward such documents received to his/her insurance company(ies), as soon as practicable, or as required by his/her insurance policy(ies).
14. No Aviation or Aircraft related exclusions are permitted on any of the Contractor's insurance policies.

**REQUIRED COVERAGE: the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:**

**CONTRACTOR'S LIABILITY INSURANCE REQUIREMENTS:**

1. Commercial General Liability insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
  - \$1,000,000 each occurrence;
  - \$1,000,000 personal and advertising injury;
  - \$2,000,000 general aggregate; and
  - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- a. Coverage is to be provided on ISO CG 00 01 12 07 or an equivalent form ("Occurrence Form") including Premises/Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury;
  - b. Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements);
  - c. No sexual abuse or molestation exclusion;
  - d. No amendment to the definition of an "Insured Contract".
2. Business Auto Liability insurance with a minimum combined single limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
    - a. Liability arising out of the ownership, maintenance or use of any auto;
    - b. Auto non-ownership and hired car coverage
    - c. Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
    - d. For Contractors involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.
  3. Workers' Compensation insurance with statutory benefits as required by any state or federal law, including standard "other states" coverage; employer's liability insurance with minimum limits of:
    - \$1,000,000 each accident for bodily injury by accident;
    - \$1,000,000 each employee for bodily injury by disease; and
    - \$1,000,000 policy limit for bodily injury by disease.

- a. United States Longshore & Harbor Workers Act Coverage, where applicable.
  - b. Includes Sole Proprietorships and Officers of a Corporation who will be performing the work.
  - c. Where applicable, if the Contractor is lending or leasing its employees to the Authority for the work under this contract (e.g. crane rental with operator), it is the Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.
4. Professional Liability: Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing, Physicians and Risk Management Consultants) shall provide liability and/or malpractice insurance with minimum limits of \$3,000,000. The definition of "covered services" shall include the services required in the scope of this contract.
5. Umbrella Liability or Excess Liability insurance with minimum limits of:
- \$5,000,000 per occurrence;
  - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
  - \$5,000,000 products/completed operations aggregate.

Policy to apply on a Following Form basis of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverage.

6. Pollution Liability Insurance **(Not applicable to this solicitation)**
- a. Covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing and / or removal of any and all pollutants.
  - b. Occurrence/Claims Made Limit: \$1,000,000 per project
  - c. Insurance to be maintained for the duration of the work and for a period of two (2) years after completion of work / final payment.
  - d. No Exclusions for Silica, Asbestos, Lead, or Lead Based Paint Testing.
  - e. Include Mold Coverage for full policy limit of liability.
  - f. Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material.
  - g. All owned and / or 3<sup>rd</sup> Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$1,000,000, if applicable.
7. Watercraft Liability **(Not applicable to this solicitation)**: If contractor utilizes any owned, used, leased, hired or borrowed watercraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

- \$2,000,000 Per Occurrence
- \$2,000,000 Aggregate

8. Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones) **(Not applicable to this solicitation)**: If contractor utilizes any owned, leased, hired, or borrowed aircraft or UAS, coverage for bodily injury, property damage, personal and advertising injury arising out of the above shall be maintained.

Minimum Limits of Liability:

\$10,000,000 Per Occurrence

\$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for “any aircraft used in the Insured’s operations” for “any operations or projects of the Insured”.

9. Crime
  - a. Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.
  - b. The Employee Theft Coverage part shall include the Clients’ Property Endorsement (ISO Form CR 04 01, or its equivalent).
  - c. Minimum Limits of Liability: \$1,000,000 Per Occurrence

10. Cyber / Privacy Liability

- a. Contractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, which may arise from their work with this contract.
- b. Minimum Limits of Liability: \$3,000,000 Per Claim / \$3,000,000 Aggregate
- c. Privacy Breach Notification and Credit Monitoring: \$250,000 Per Occurrence
- d. This coverage may be included with the professional liability policy in lieu of a cyber policy

11. Property Coverage **(Not applicable to this solicitation)**

- a. Contractor shall provide coverage for damage to their work, materials to be part of the project (on-site and off-site), and in transit.
- b. Valuable Papers coverage is to be included with a minimum \$500,000 Limit.

12. Owned, Leased, Rented or Borrowed Equipment **(Not applicable to this solicitation)**

- Contractor shall maintain Property Coverage for their owned, leased, rented or borrowed equipment, tools, trailers, etc.

## INDEMNIFICATION

To the extent that state and/or federal laws limit the terms and conditions of this clause, it shall be deemed so limited to comply with such state and/or federal law. This clause shall survive termination of this contract. The Contractor shall protect, defend, indemnify and hold harmless the Authority, its commissioners, agents, servants, employees, and representatives (the “Indemnified Parties”) from and against all liability, (including liability for violation of any law or any common law duty) claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of

the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, or any Subcontractor, or anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights, obligations or indemnity which would otherwise exist as to a party or person described in this Indemnification.

In any and all claims against the Indemnified Parties by an employee of the Contractor, or Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, or Subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

These Indemnification provisions shall survive the termination of this contract.

#### **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

"SJTPO, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

## **2.0 SCOPE OF SERVICES**

The SJTPO wishes to have access to counsel with substantial experience in the practice areas that are the subject of this RFP. Counsel must be free of any conflict of interest, and must comply with the conflicts policy referred to in section 3.0.

### **PRACTICE AREAS**

**The SJTPO seeks counsel with experience in the following areas:**

- State and Federal Ethics Requirements
- Employment and Labor Practices
- Representation of Metropolitan Planning Organizations
- Procurement of Federally Funded Projects
- General Litigation
- Federal Metropolitan Planning Regulations
- Environmental Law
- Public Agency Governance
- Land Use
- Worker's Compensation
- Federal and State Motor Vehicle, Bus and Highway Regulations

General Counsel will work closely with SJTPO Policy Board and staff, as appropriate. Retention for a particular matter may include significant evaluative and investigative preparatory work.

Legal work may include: serving as legal counsel at SJTPO Policy Board meetings, drafting / negotiating agreements, drafting complex contracts, rendering legal opinions to SJTPO on a variety of business matters, interpreting SJTA and SJTPO enabling legislation and other State and federal statutory and regulatory requirements, and matters pertaining to interpretations and enforcement of the Basic Agreement of December 17, 2019. Litigation may include drafting pleadings, motions, briefs, and all other papers to be filed in court; conducting and responding to discovery; attending all pre-trial, trial and post-trial court appearances; conducting settlement negotiations and handling appeals. Counsel must also have resources sufficient to advance all costs, including the costs of any experts needed to assess.

### **3.0 REQUIRED COMPONENTS OF THE PROPOSAL**

Proposals must respond to each of the following requests in the order indicated. Please provide the information requested below for all counsel who may perform any of the requested services.

#### **FIRM PROFILE AND EXPERIENCE**

- A. Indicate the date your firm was established.
- B. Describe the types of legal services provided by your firm.
- C. Describe your firm's specialty and/or area(s) of expertise.
- D. Identify the number of employees in your firm (licensed attorneys; legal support staff; other support staff).
- E. Describe the participation of women and minorities in your firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your firm that is owned by women and by minorities.
- F. Describe any special training or experience members of your firm possess that may assist in providing the requested legal services.
- G. Provide a description of your firm's presence in New Jersey. Note the location of each office, the number of attorneys' resident in each office, whether they are partners or associates and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your firm receives a designation pursuant to this RFP.
- H. Identify any State or Federal agencies including Metropolitan Planning Organizations, departments or authorities represented by the firm during the last five (5) years. For each matter, provide the name of the State agency, department or authority, a description of the matter, the dates of the engagement and the name and contact information of the State employee responsible for overseeing the work of the firm on that matter.
- I. Identify any State or Federal agencies, departments or authorities before or against which the firm has regularly appeared on behalf of other clients. [Please note that the SJTA, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2).]

- J. Please identify any conflict of interest (actual or perceived if your firm is designated as general counsel, you have a continuing obligation to disclose to the SJTA and SJTPO any actual or potential conflicts. Additionally, retained counsel must agree not to undertake any future representation that might result in the disclosure of the SJTA's work product to potential or actual adversaries of the SJTA.
- K. Identify any governmental entities, agencies, or political subdivisions that the firm represents or has represented. Include the time period during which the firm represented each such agency and the nature of the work performed.
- L. Describe the firm's approach to maintaining responsive communication with the SJTPO and keeping the SJTPO informed of problems and progress.
- M. Provide a representative listing of the firm's major private and public-sector clients.
- N. Provide the name, address, telephone number, e-mail address, and facsimile number for the contact person in your firm.
- O. Please disclose potential conflict of interest (or move to be part of item "J" above).

**QUALIFICATIONS AND EXPERIENCE (include a separate Section in your proposal for each separate practice area identified in Section 2.0 of this RFP).**

- A. Identify each attorney who practices in that practice area. Please indicate what percentage of your firm's practice is in the practice area.
- B. Identify which attorney(s) will be SJTPO's main point of contact and will attend monthly meetings or monthly conference calls.
- C. List all attorneys in your firm that have at least five years' experience pertaining to the practice area.
- D. Describe your firm's experience in the practice area. For litigation experience, list cases litigated since 2000 (identifying by case name and legal citation, if any), including the result of such litigation.
- E. State the qualifications and experience of the particular attorneys proposed to staff the work. For each member of the department that would be involved in handling the practice area as general and/or special counsel on behalf of the SJTA, provide a detailed resume including information as to:
  - 1. Education, including advanced degrees;
  - 2. Years and jurisdictions of admission to practice;
  - 3. Number of years engaged in the designated practice area;
  - 4. General work experience;
  - 5. Any professional distinctions (e.g., trial certification, teaching experience); and
  - 6. Area(s) of specialization.
  - 7. Office location of the attorney.

- F. As to the members of the litigation department who would be involved in handling the litigation as general and/or special counsel, describe the role each would play in the litigation and the approximate percentage of the work that each would perform. Percentages for junior lawyers may be listed separately or in the aggregate.

#### **OTHER QUALIFICATION INFORMATION**

- A. Identify all adverse determinations against your firm or any of its partners, associates or employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, State or federal laws, regulations, court rules, or Rules of Professional Conduct.
- B. Identify and describe in detail any indictments, convictions or civil offenses arising directly or indirectly from the conduct of business by your firm or any of its partners, associates, employees or agents. The Law Firm shall certify that it and/or any of its principals (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, (b) have not, within a five-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government agreement or subcontract, violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses, and (c) are and shall remain in good standing with the bar of the state(s) in which they are licensed. **To the extent that the firm cannot provide the aforementioned certification, it must provide a detailed explanation, as part of its proposal.**
- C. Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your firm acts as litigation counsel to the SJTPO.
- D. Identify your firm's malpractice insurer and describe the insurance limits.

#### **4.0 FEES AND COSTS**

A. For all practice areas addressed in this RFP, the SJTPO will engage General and/or Special Counsel at the following rates:

Partner:	\$200 / hr
Associate:	\$175 / hr
Clerks and law assistants (summer associates or law school graduates awaiting bar results)	\$100 / hr
Paralegals:	\$90 / hr
Workers Compensation Attorney:	\$125 / hr

B. The compensation to be paid for services rendered by the Firm shall be consistent with the hourly rates listed above; however, for the Firm(s) selected to perform the services below the annual cap on total annual compensation for such practice areas shall be:

1) General Legal	\$15,000
2) Special Counsel Employment and Labor	\$15,000
3) Special Counsel Environmental	\$15,000

Under no circumstances shall the annual compensation for each practice area exceed the caps listed above. The following are the only exceptions:

1. Any fees attributable to litigation; and
2. The allowable reimbursable expenses listed in section C below; and
3. Any additional service or special project with written approval from the SJTPO Executive Director prior to the work being performed.

It is anticipated that, regardless of whether a fee cap for a particular area is reached in a given year, the selected Consultant will continue to provide services in that area through the end of the State fiscal year (i.e. July 1 to June 30). The fee caps are not intended to serve as a minimum guarantee of payment.

- 4) The SJTPO does reimburse document copying, telephone and related administrative expenses. The SJTPO does not reimburse travel, hotel, entertainment or other similar

costs, and does not pay the foregoing hourly rates during such travel to/from the firm and SJTPO's offices.

## **5.0 ADDITIONAL TERMS**

- A. No endorsement: Designation as general counsel does not constitute an endorsement by the State of New Jersey, South Jersey Transportation Authority, or the South Jersey Transportation Planning Organization.
- B. Effect of RFP response: A response to this RFP will not bind or otherwise obligate the SJTPO to include the responding firm on the list of general counsel.
- C. Effect of Inclusion on List: Inclusion of a firm on the list of designated counsel will not bind or otherwise obligate the SJTPO to retain the listed firm for legal services. Inclusion on the list of designated counsel will not guarantee any other form of employment or engagement.

## **6.0 SELECTION PROCESS**

All proposals will be reviewed to determine responsiveness. The SJTA or SJTPO, in accordance with law, may reject non-responsive proposals without evaluation, but may waive minor non-compliance. An Evaluation Committee will evaluate responsive proposals. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP:

- Knowledge and experience of attorneys in the practice area;
- Experience of the firm in the practice area;
- Resources of the firm;
- Approach to communication with the SJTPO; and
- Past experience of the SJTPO and/or other authorities/agencies with the firm and/or attorneys.

Proposals will be ranked based on technical merit.

## **7.0 OUTSIDE COUNSEL DESIGNATIONS**

Firm(s) selected pursuant to this RFP will be the subject of a "general counsel" and/or "special counsel" designation. Firm(s) will be retained for a particular matter based on their designation to be determined based upon:

- Magnitude or complexity of the matter;
- The firm and/or attorney's past success in handling similar matters;
- Whether the experience and knowledge of the firm and attorney coincide with the type of legal work to be performed;
- The firm's capacity to staff and perform the required work; and

- Any current adversarial position or conflict of interest between the firm/attorney and the SJTPO.

If a particular matter requires expertise in practice areas outside those encompassed by existing lists, a separate RFP will be advertised for that retention, if time permits. If the matter requires confidentiality or if time does not permit the issuance of an RFP, the SJTPO reserves the right to engage separate counsel for such matter.

## **8.0 EVALUATIONS**

At the conclusion of each matter handled by a firm, but in no event less frequently than annually, the SJTPO or its designee shall evaluate the firm's performance. The evaluation will focus on responsiveness; quality of work; adequacy and appropriate utilization of resources; adherence to invoice submittal standards; and cost effectiveness. The SJTPO or designee will advise each firm of any problem areas. If, as result of one or more evaluations, the SJTPO determines, in its sole discretion, that a firm should be removed from the list of designated counsel, the firm may be removed from the list after written notice is provided to the firm. Other than this written notice, nothing in this RFP creates any rights, entitlements, privileges, or presumptions in favor of a law firm that would constrain the SJTPO's authority to remove a firm from the list of designated counsel.

## **9.0 CONTRACT AWARD**

The final award will be based on consideration of all information provided as part of the proposal as well as any additional information gathered during the evaluation period or which may be requested prior to the award.

Upon recommendation of award, the Authority must seek approval of its governing board at a scheduled board meeting. The Authority will follow its own pre-set approval process utilizing a Consultant Selection Committee comprised of SJTA and SJTPO employees from various departments. A resolution must be passed by the respective Boards of the SJTPO and SJTA that is subject to the Governor's veto period. Upon expiration of the veto period, the Authority can then award a contract to the successful proposer(s).

## CHECK LIST

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

If Checked Required by Authority		Check if Read Signed & Submitted
<b>X</b>	1. CHECK LIST	
<b>X</b>	2. MANDATORY EQUAL EMPLOYMENT OPPORTUNITY "EXHIBIT A" LANGUAGE (Professional Services)	
<b>X</b>	3. QUALIFICATION CERTIFICATE	
<b>X</b>	4. OWNERSHIP DISCLOSURE FORM	
<b>X</b>	5. NON-COLLUSION AFFIDAVIT	
<b>X</b>	6. DEBARRED LIST AFFIDAVIT	
<b>X</b>	7. NJ ELECTION LAW ENFORCEMENT COMMISSION (ELEC) AFFIDAVIT	
<b>X</b>	8. AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT/SERVICE	
<b>X</b>	9. NJ BUSINESS REGISTRATION CERTIFICATE (sample attached)	
<b>X</b>	10. SET-OFF FOR STATE TAX	
<b>X</b>	11. REQUIRED INSURANCE ACKNOWLEDGMENT (see Insurance Requirements)	
<b>X</b>	12. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM ( <i>IF APPLICABLE</i> )	
<b>X</b>	13. SOURCE DISCLOSURE FORM	
<b>X</b>	14. PROCUREMENT CODE OF ETHICS FOR VENDORS	
<b>X</b>	15. DISCLOSURE/CERTIFICATION OF INVESTMENT ACTIVITIES IN IRAN (2 pages)	
	16. INSTRUCTIONS FOR 2-YEAR VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (3 pgs.)	
<b>X</b>	17. 2-YEAR CHAPTER 51 / EXECUTIVE ORDER 117 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS (3 pgs.)	
<b>X</b>	18. NEW JERSEY'S DIANE B. ALLEN EQUAL PAY ACT ACKNOWLEDGEMENT	

**PLEASE NOTE:** IF THE ITEMS CHECKED ABOVE ARE NOT INCLUDED IN YOUR PROPOSAL PACKAGE, IT MAY BE CAUSE FOR REJECTION.

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

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

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

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

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

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq.**

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

### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES 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 ex-pression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affection-al or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprentice-ship. 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, col-or, 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, 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; or Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

---

**(Name of Company)**

---

**(Signature of Representative)**

---

**(Date)**

**QUALIFICATION CERTIFICATE**

The undersigned bidder hereby certifies that it is not now, nor has ever been, disqualified from bidding on any State of New Jersey contracts and if the undersigned bidder has been, or is presently disqualified, said bidder will set forth all details and facts pertaining thereto:

\_\_\_\_\_  
(Name of Organization)  
\_\_\_\_\_

Remarks:

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

STATE of \_\_\_\_\_

COUNTY of \_\_\_\_\_

\_\_\_\_\_ being duly sworn deposes and says that he/she is  
(Name)

\_\_\_\_\_ of the above \_\_\_\_\_  
(Title) (Name of Organization)

and that he swears to the foregoing questions and all statements therein are true and correct.

**Notarization Section**

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

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

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



# OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: \_\_\_\_\_ VENDOR {BIDDER}: \_\_\_\_\_

### PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2  
**PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.**

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a <b>10% or greater</b> interest in the Vendor {Bidder}?                                | <input type="checkbox"/> | <input type="checkbox"/> |
| <b>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.<br/>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</b>                               |                          |                          |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties Individuals?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Of the parties owning a 10% or greater interest in the Vendor {Bidder}, are any of the parties <b>corporations, partnerships, or limited liability companies</b> ?                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If the answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the Corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/> | <input type="checkbox"/> |

**IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW  
PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".**

### PART 2

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".**

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

#### INDIVIDUALS

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____
	STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____
	STATE _____ ZIP _____

NAME	_____
ADDRESS 1	_____
ADDRESS 2	_____
CITY	_____
	STATE _____ ZIP _____

**Attach Additional Sheets if Necessary.**

**PART 2 continued**

**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2 CITY	_____
	STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2 CITY	_____
	STATE _____ ZIP _____

ENTITY NAME	_____
PARTNER NAME	_____
ADDRESS 1	_____
ADDRESS 2 CITY	_____
	STATE _____ ZIP _____

*Attach Additional Sheets If Necessary*

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

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

\_\_\_\_\_  
Signature (Do not enter vendor ID as a signature)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
FEIN/SSN

**NON-COLLUSION AFFIDAVIT**

STATE: NEW JERSEY

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

I, \_\_\_\_\_ of the City/Township of \_\_\_\_\_ in the  
(officer name title)

County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly

sworn according to law on my oath depose and say that:

I am an officer of the firm of \_\_\_\_\_,  
(name of bidding firm)

the bidder making the proposal for the above named project, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the South Jersey Transportation Authority relies upon the truth of the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no persons or selling agency has been employed or retained to solicit, or secure such contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by.

\_\_\_\_\_  
(insert name of bidder)

\_\_\_\_\_  
(insert address of bidder)

\_\_\_\_\_  
(signature of affiant)

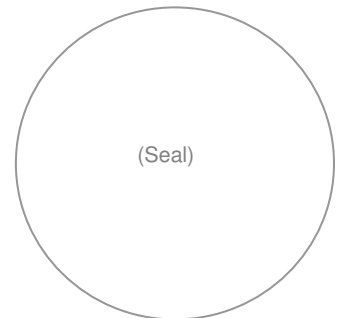
\_\_\_\_\_  
(type or print name and title of affiant under signature)

**Notarization Section**

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

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

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



**STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

STATE: NEW JERSEY

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

I, \_\_\_\_\_ of the City/Township of \_\_\_\_\_ in the  
(officer name title)

County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being duly sworn

According to law on my oath depose and say that:

I am an officer of the firm of \_\_\_\_\_,  
(name of bidding firm)

the bidder making the proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said bidder at the time of making this bid is not included on the State of New Jersey, State Treasurer's List of Debarred, Suspended and Disqualified Bidders; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the South Jersey Transportation Authority, as the Owner, relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at anytime prior to, and during the life of this Contract, including Guarantee Period, that the South Jersey Transportation Authority shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as Contractor is subject to disbarment, suspension and/or disqualification in contracting with the South Jersey Transportation Authority, if the Contractor, pursuant to NJAC 7:1-5.2, commits any of the acts listed therein, and is determined according to applicable law and regulation.

\_\_\_\_\_  
(insert name of bidder)

\_\_\_\_\_  
(insert address of bidder)

\_\_\_\_\_  
(signature of affiant)

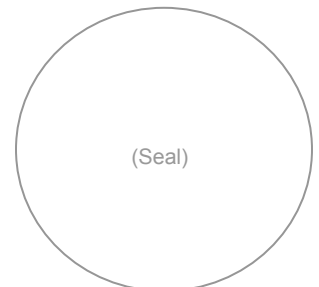
\_\_\_\_\_  
(type or print name and title of affiant under signature)

Notarization Section

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

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

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



**PLEASE BE ADVISED**

**New Jersey Election Law Enforcement Commission Requirements for ALL Bids and Requests for Proposals**

All Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A20.27 if they receive contracts in excess of \$50,000.00 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us)

**DISCLOSURE OF CONTRIBUTIONS TO NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION IN ACCORDANCE WITH N.J.S.A. 19:44A-20.27**

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

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

I am \_\_\_\_\_, a \_\_\_\_\_  
(Name) (Title, Position, etc.)  
in the firm of \_\_\_\_\_ the bidder making the proposal to  
\_\_\_\_\_ for work under \_\_\_\_\_  
(Name of Owner) (Contract No. – Description)

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

\_\_\_\_\_  
(Name of Owner)

relies upon the truth of the statements contained in said Proposal and in the statements contained in this Affidavit in awarding the Contract for the said project.

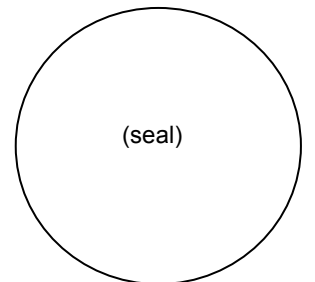
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee, except Bona Fide employees of the Contractor, and as may be permitted by law.

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

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

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

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



**REQUIRED AFFIRMATIVE ACTION EVIDENCE FORM FOR PROCUREMENT,  
PROFESSIONAL AND SERVICES CONTRACTS**

All successful vendors must submit one of the following within seven (7) days of the notice to intent to award:

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval.

**OR**

2. A photocopy of their Certificate of Employee Information Report.

**OR**

3. A completed Affirmative Action Employee Information Report (AA302)

**\*If your firm has any of the above forms on file, please include a copy with your proposal.**

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AS PART OF THE PROPOSAL PACKAGE IN THE EVENT THAT YOU OR YOUR FIRM IS AWARDED THIS CONTRACT.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

Yes \_\_\_\_\_ No \_\_\_\_\_

2. Our company has a Certificate of Employee Information Report.

Yes \_\_\_\_\_ No \_\_\_\_\_

3. Our company has neither of the above. Please send Form AA302  
(AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT).

\_\_\_\_\_ Check here

NOTE: This form will be sent **only** if your company is awarded the bid.

**I certify that the above information is correct to the best of my knowledge.**

NAME \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

## **NEW JERSEY BUSINESS REGISTRATION CERTIFICATE**

Pursuant to N.J.S.A. 52:32-44, the South Jersey Transportation Authority is prohibited from entering into a contract with an entity unless the bidders/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to contract award or authorization, the contractor shall provide the South Jersey Transportation Authority with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the South Jersey Transportation Authority prior to the time a contract, purchase order, or other contracting document is awarded on authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the South Jersey Transportation Authority a complete and accurate list of all subcontractors used and their addresses.

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.

### **Emergency Purchases or Contracts**

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

If you are already registered go to [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp) to obtain a copy of your Business Registration Certificate. Information for registering your business with the New Jersey Division of Revenue can be obtained by visiting the following link:  
<https://www.state.nj.us/treasury/revenue/busregcert.shtml>

Questions regarding this requirement should be referred to the Division of Revenue hotline @ 609-292-9292.

**PLEASE ATTACH COPY OF YOUR NJ BUSINESS REGISTRATION CERTIFICATE BELOW**

---

(Name of Company)

---

(Signature of Representative)

---

(DATE)

**SAMPLE BUSINESS REGISTRATION CERTIFICATE**  
**(For illustrative purposes only)**

Taxpayer Identification# 99-9999999/000

Dear Business Representative:

Recently enacted State law (Public Law 2001, c.134) requires all contractors and subcontractors with State, county and municipal agencies to provide proof of their registration with the Department of the Treasury, Division of Revenue. The law became effective September 1, 2001.

Our records indicate that you are currently registered with the Division of Revenue, and accordingly, we have attached a Proof of Registration Certificate for your use. If you are currently under contract or entering into a contract with a State, county or local agency, you must provide a copy of the certificate to the contracting agency.

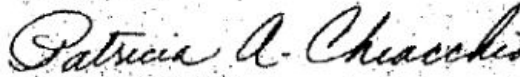
Please note that the law sets forth penalties for non-compliance with the provisions above. See N.J.S.A. 54:52-20.

Finally, please note that the new law amended Section 92 of the Casino Control Act, which deals with the casino service industry.


Should you have any questions or require more information about the attached certificate, or are involved with the casino service industry, call (609) 292-1730.

Thank you in advance for your consideration and cooperation.

Sincerely,



Patricia A. Chiacchio  
Director, Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: ABC Corporation	TRADE NAME: ABC Corporation	
TAXPAYER IDENTIFICATION# 99-9999999/000	CONTRACTOR CERTIFICATION# 777777	
ADDRESS 123 Main Street Your City, NJ 00000	ISSUANCE DATE: 09/13/01	
EFFECTIVE DATE: 10/01/69	 Director, Division of Revenue	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	

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

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996 and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, 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 that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

The Division of Taxation may initiate procedures to set off the tax debt of a specific vendor upon the expiration of ninety (90) days after either the issuance by the Division of a notice and demand for payment of any state tax owed by the taxpayer or the issuance by the Division of a final determination on any protest filed by the taxpayer against an assessment or final audit determination. A set-off reduces the contract payment due to a vendor by the amount of that vendors state tax indebtedness or, in the case of a vendor-partnership or vendor-S corporation, by the amount of state tax indebtedness of any member-partner or shareholder of the partnership or S corporation, respectively. N.J .A.C. 18:2-8.3.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and shall provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-18. No requests for conference, protest or subsequent appeal to the Tax Court from any protest permitted under N.J.S.A. 59:49-19 shall stay the collection of the indebtedness. Interest that may be payable by the State to the taxpayer, pursuant to L.1987, c. 184 (N.J.S.A. 52:32-35) shall be stayed.

**"I HAVE BEEN ADVISED OF THIS NOTICE"**

COMPANY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

**REQUIRED INSURANCE ACKNOWLEDGMENT**

I acknowledge that I have fully read and understand the insurance requirements as detailed in the Information for Proposers section of this RFP.

Further, I acknowledge that if awarded a contract, I will provide a certificate of insurance in accordance with the requirements as specified Information for Proposers section of this RFP.

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

\_\_\_\_\_  
(Signature of Representative)

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**SJTPO General and/or Special Legal Counsel Services**

The undersigned bidder/proposer hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

---

<u>Addendum</u>	<u>How Received</u> <b>(email, fax, pick-up)</b>	<u>Date Received</u>

***NOTE: IT IS THE PROPOSER'S SOLE RESPONSIBILITY TO BE KNOWLEDGEABLE OF ALL ADDENDA RELATED TO THIS PROCUREMENT. PROPOSERS ARE REMINDED TO CHECK THE SJTA'S WEBSITE ON A DAILY BASIS FROM THE TIME THE RFP IS ISSUED UP UNTIL THE PROPOSAL DUE DATE FOR ALL PERTINENT ADDENDA.***

Acknowledged by bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

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

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

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

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

**\*\*PLEASE NOTE - FORM NOT REQUIRED IF NO ADDENDA ISSUED\*\***

## SOURCE DISCLOSURE FORM

VENDOR {BIDDER}: \_\_\_\_\_ BID SOLICITATION # \_\_\_\_\_

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the South Jersey Transportation Authority, in accordance with the requirements of N.J.S.A. 52:34-13.2.

### PART 1

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

### PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the South Jersey Transportation will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the South Jersey Transportation Authority.

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

### CERTIFICATION

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

## PROCUREMENT CODE OF ETHICS FOR VENDORS

The South Jersey Transportation Authority considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the SJTA must avoid all situations where propriety or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the Authority.

This code is based upon the principles established in Executive Order 189 and laws governing the State Ethics Commission. N.J.S.A. 52:13D et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:25A et seq., and for good cause.

This Code of Ethics shall be made part of each Request for Proposal (RFP) promulgated by the SJTA and be attached to every contract and agreement to which the SJTA is a party. It shall be distributed to all parties who presently do business with the Authority and, to the extent feasible, to all those parties anticipated doing business with the Authority.

1. No vendor\* shall employ any SJTA officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Authority officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the SJTA official or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any SJTA officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any SJTA officer or employee any gifts or favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the SJTA will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed having more than nominal value.

NOTE: This section would permit an SJTA officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is proper in attendance (for example – coffee, Danish, tea, or soda served during conference break).

Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would be permitted.

Any questions as to what is or is not acceptable or what constitutes proper conduct for an Authority officer or employee should be referred to the Authority's Ethics Liaison Officer or his or her designee.

6. This code is intended to augment, not to replace, existing administrative orders and the current SJTA Code of Ethics.

\*Vendor is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in, or seeking to do business with the SJTA.

I certify that I have read and understand the aforementioned "Vendor Code of Ethics of the South Jersey Transportation Authority".

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

Vendor Representative/Title: \_\_\_\_\_

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

**SOUTH JERSEY TRANSPORTATION AUTHORITY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

NAME OF CONTRACTOR /BIDDER: \_\_\_\_\_

**PART 1; CERTIFICATION**

**CONTRACTORS/BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
*FAILURE TO CHECK ONE OF THE BOXES SHALL RENDER THE  
PROPOSAL NON-RESPONSIVE.***

Pursuant to N.J.S.A. 52:32-55 et seq., any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list follows this certification and can also be found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Contractors/Bidders **must** review this list prior to completing the below certification. **FAILURE TO COMPLETE THE CERTIFICATION WILL RENDER A CONTRACTOR'S/BIDDER'S PROPOSAL NON-RESPONSIVE.** If the Authority finds a person or entity to be in violation of law, it shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to N.J.S.A. 52:32-55 et seq., that neither the contractor/bidder listed above nor any of the contractor's/bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to N.J.S.A. 52:32-55 et seq. ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the CERTIFICATION below.**

**OR**

I am unable to certify as above because the contractor/bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the **CERTIFICATION below**. Failure to provide such will result in the proposal being rendered a non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

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

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the requested information below. Please provide thorough answers to each question. If you need to make additional entries, provide the requested information on a separate sheet

Name \_\_\_\_\_ Relationship to Contractor/Bidder \_\_\_\_\_

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

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

Contractor/Bidder Contact Name \_\_\_\_\_ Contact Phone  
Number \_\_\_\_\_

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**CERTIFICATION**  
**MUST BE SIGNED BY BIDDER**

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

FULL NAME (print): \_\_\_\_\_ SIGNATURE \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

# INFORMATION AND INSTRUCTIONS

## For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** – Enter the vendor’s street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor’s type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity.

**(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

**Division of Purchase and Property**

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting  
recertification**

**Part 1: Business Entity Information**

Full Legal Business Name \_\_\_\_\_  
(Including trade name if applicable)

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN (SS# if sole proprietor/natural person) \_\_\_\_\_

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

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

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

**All Equity partners of a Partnership**

**All Equity members of a LLC**

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

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

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>
<input type="button" value="Remove Contribution"/>
<input type="button" value="Add a Contribution"/>

**Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

**Part 3: Certification** (Check one box only)

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- All reportable contributions made by or attributable to the business entity have been listed above.**

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
  - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
  - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
  - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_ Date \_\_\_\_\_

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov), or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

**NEW JERSEY'S DIANE B. ALLEN EQUAL PAY ACT ACKNOWLEDGEMENT**

Pursuant to the DIANE B. ALLEN EQUAL PAY ACT, N.J.S.A. 34:11-56.14.b., the Contractor shall provide to the Commissioner of the New Jersey Department of Labor and Workforce Development, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract. The Contractor shall provide the Commissioner, throughout the duration of the contract with an update to the information whenever payroll records are required to be submitted pursuant to N.J.S.A. 34:11-56.25 et seq.

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

LWD forms may be obtained from the online web site at: [https://nj.gov/labor/forms\\_pdfs/equalpayact/MW-562withoutfein.pdf](https://nj.gov/labor/forms_pdfs/equalpayact/MW-562withoutfein.pdf)

The undersigned is an (individual) (partnership) (corporation) under the Laws of the State of \_\_\_\_\_

having principal offices at \_\_\_\_\_

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

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

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

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

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

**EXHIBIT "A"**

**LAW FIRM'S RESPONSE**

**EXHIBIT "B"**

**LIST OF RESPONSIBLE ATTORNEY(S)**

## ATTACHMENT 1

### DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING PROPOSER

The proposer shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public-sector client during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition.

#### **Investigation(s)**

Indicate "NONE" if no investigations were undertaken. Attach additional pages if necessary.

<b>Person or Entity</b>	<b>Date of Inception</b>	<b>Brief Description</b>	<b>Disposition/Status (if applicable)</b>	<b>Proposer Contact Name and Telephone for additional information</b>

#### **Litigation/Administrative Complaints**

Indicate "NONE" if no Litigation/Administrative Complaints. Attach additional pages if necessary.

<b>Person or Entity</b>	<b>Date of Inception</b>	<b>Caption of the Action</b>	<b>Brief Description of the Action</b>	<b>Current Status or Disposition (if applicable)</b>	<b>Proposer Contact Name and Telephone for additional information</b>