



**NEW JERSEY TURNPIKE AUTHORITY
REQUEST FOR PROPOSAL**

GENERAL FINANCIAL ADVISORY SERVICES

DECEMBER 2008

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SECTION I

INTRODUCTION

Enclosed is a Request for Proposal (“RFP”) by the New Jersey Turnpike Authority (“the Authority”) for a financial advisor to perform general financial advisory services for the Authority (the “Financial Advisor”). The selection of the Financial Advisor shall be solely that of the Authority. The resulting contract shall be for a three (3) years with an option at the Authority’s sole discretion to extend for two (2) additional one-year periods. The scope of services to be performed shall be set forth in Section III herein. The solicitation of proposals is being conducted pursuant to the statutes and laws of the State of New Jersey, as found in N.J.S.A. 27:23-6.1, and Executive Order No. 37, and the regulations and policies of the Authority with regard to the procurement of professional services. Furthermore, proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.1, *et seq.*

The Authority wishes to receive proposals from all interested qualified firms. Such proposals must be responsive to all information sought in this RFP. Based upon the proposals received, the Authority intends to select one firm to perform the required professional services. The successful firm will be selected based on an evaluation of several criteria described in Section IV.

The Authority, upon review of all proposals, may request that one or more proposers appear for an oral presentation. Should one be conducted, the presentation will be an opportunity for the proposers to introduce to the Authority the firm’s principal staff (who will manage this project) and to present supplementary information regarding their qualifications and credentials as related to specific project needs.

The Financial Advisor selected by the Authority will be prohibited from participating in any underwriting activities of the Authority during the term of the contract. In these activities, the Financial Advisor will act solely to advise the Authority.

A. Organization and Function of the New Jersey Turnpike Authority

The New Jersey Turnpike Authority was created by an act of the New Jersey Legislature in 1948, known as the New Jersey Turnpike Authority Act as amended and supplemented (the “Act”). The Act authorizes the Authority to construct, maintain, repair, and operate the New Jersey Turnpike, to collect tolls, and to issue Turnpike revenue bonds or notes, subject to approval of the Governor, payable from tolls and other revenues of the Authority. Under the provisions of the Act, the Turnpike bonds or notes and the interest thereon do not constitute a debt or liability or a pledge of the faith and credit of the State or any political subdivision.

On May 27, 2003, the Act was amended to empower the Turnpike to assume all powers, rights, obligations and duties of the New Jersey Highway Authority (the “Highway Authority”), which owned and operated the Garden State Parkway and PNC Bank Arts Center. On July 9, 2003, all bonds of the Highway Authority ceased to be outstanding as the Turnpike Authority had assumed all debts and statutory responsibilities and obligations of the Highway Authority.

The Authority Board of Commissioners consists of eight members, five members appointed by the Governor, one appointed by the Governor upon the recommendation of the President

of the Senate, one appointed by the Governor upon recommendation of the Speaker of the General Assembly, and the Commissioner of the State Department of Transportation. At this time, the Commissioner of the Department of Transportation serves as Chair of the Commission.

The Authority is a component unit of the State of New Jersey and its financial statements presented in accordance with accounting principles generally accepted in the United States (GAAP), are included in the State of New Jersey's (the State) Comprehensive Annual Financial Report (CAFR).

In addition to the GAAP financial statements, the Authority issues financial statements based on the provisions of the Turnpike Revenue Bond Resolution of August 21, 1991, as amended, restated, and supplemented (the Bond Resolution.) Accounts of the Authority are organized on the basis of funds, each of which is considered a separate accounting entity. Details on the Authority's overall financial condition are stated in the document entitled "Financial Statements (Turnpike Revenue Bond Resolution Basis) and Supplementary Information" for the year ending in December 31, 2007, attached to this RFP as Exhibit N. This Exhibit N can be found on the Authority's website at www.state.nj.us/turnpike/nj-about.htm. A copy of the 1991 Bond Resolution is also attached as Exhibit O.

B. Nature of the Funds

1. Revenue Fund – the Revenue Fund is the general operating fund of the Authority. It is used to account for all of the operating pledged revenues and expenses.
2. Debt Service Fund – this fund accumulates the amounts required for (a) payment of interest and maturing principal amounts on all outstanding Turnpike revenue bonds when due; (b) payment of the redemption price and accrued interest on the bonds to be redeemed; and (c) payment of the purchase price of bonds purchased through application of moneys accumulated in this fund by reason of the payment of any sinking fund installment.
3. Debt Reserve Fund – amounts in this fund are to be applied to make up any deficiency in the Debt Service Fund so that the amount in such fund equals the Debt Reserve Requirement. Whenever the moneys and investment securities on deposit in the Debt Reserve Fund, together with the amount in the Debt Service Fund, are sufficient to pay in full all outstanding bonds in accordance with their terms, the funds on deposit in the Debt Reserve Fund are to be transferred to the Debt Service Fund. The Authority may deposit a surety bond, insurance policy, or letter of credit payable to the Trustees of the bonds in an amount equal to the difference between the Debt Reserve Requirement and amounts deposited in the Debt Reserve Fund, subject to conditions provided for in the Bond Resolution. At this time the Authority's Debt Reserve Requirement is met through insurance policies.
4. Charges Fund – this fund is used to pay (a) fees and charges paid to a financial institution under a letter of credit and related reimbursement agreement, line of credit, standby bond purchase agreement, or similar agreement; (b) fees and charges paid to the remarketing agent; (c) fees and charges paid to the tender agent; and (d) fees and charges paid to the broker/dealer but only to the extent that the Authority determines the foregoing amounts shall not be paid as operating expenses.

5. Maintenance Reserve Fund – amounts in this fund may be applied to the cost of major resurfacing, replacement, repairs, renewals, or reconstruction of the Turnpike System.
6. Special Project Reserve Fund – amounts in this fund may be applied to the cost of one or more special projects or additional projects. On an annual basis, the Special Project Reserve Fund is replenished up to the amount of the Special Project Reserve Requirement of \$50,000,000. The required funding is determined by projecting the ending fund balance and comparing it to the Special Project Reserve Requirement. The difference is funded in 12 equal installments over the next fiscal year.
7. General Reserve Fund – amounts in the General Reserve Fund are to be used to make required state payments and to make up deficiencies in the Revenue Fund, the Debt Service Fund, the Debt Reserve Fund, the Charges Fund, the Maintenance Reserve Fund, and the Special Project Reserve Fund. Subject to certain terms, amounts in this fund which are not required to remedy any such deficiency may be applied to (a) the purchase or redemption of any bonds and expenses in connection therewith; (b) payment of principal and interest due upon redemption of variable rate debt, commercial paper and subordinated indebtedness, if any; (c) payments into the Construction Fund; (d) improvements, extensions, betterments, renewals, and replacements of the Turnpike System or the provisions of reserves for these purposes; (e) payments into the Revenue Fund; and (f) any other corporate purpose, including but not limited to, additional required State payments, if any.
8. Construction Fund – the Construction Fund is used to account for financial resources to be used for cost of investment in facilities. Included in this fund are the proceeds from the issuance of Turnpike Revenue Bonds in 2000, 2003, 2004, 2005 and the Bond Anticipation Notes of 2008, unexpended moneys related to projects authorized by previous bond issues and amounts transferred in as a result of the acquisition of the Highway Authority.

Accounts of the Authority are maintained in accordance with the practices which are based on the provisions of the Bond Resolution. Those significant accounting practices that differ in material respects from GAAP are noted in Exhibit N.

C. Financial Covenants – Bond Resolution

Meeting the Net Revenue Requirement is a principle financial objective of the Authority. As stated in Section 317 of the Bond Resolution;

“The Authority shall at all times fix, charge and collect such tolls for the use of the Turnpike System as shall be required in order that in each calendar year **Net Revenue** shall at least equal the **Net Revenue Requirement** for such year.”

“On or before December 1 in each year the Authority shall complete a review of its financial condition for the purpose of estimating whether Net Revenues for such year and for the next succeeding year shall be sufficient to meet the Net Revenue Requirement.” This review is called the **Revenue Certification**.

Two conditions must be met to meet the Net Revenue Requirement. Net Revenue (defined as revenue less operating expense) must meet the 1 to 1 ratio and be 1.2 times debt service.

1. The 1:1 Ratio means that Net Revenue must exceed all obligations, so Net Revenue must be greater than the sum of Debt Service, Maintenance Reserve, Special Project Payments, and Charges payments. In 2007 this ratio was 1.02:1.
2. The 1.2 Ratio requires that Net Revenue must be more than 1.2 times the principal and interest payments on Debt Service. In 2007 this ratio was 1.32.

D. Revenue Certification – Bond Resolution

In November of each year the Department of Finance prepares an estimate to determine if the Authority will meet the tests of both the 1:1 ratio and the 1.2 ratio for the current year and the next year. If the Authority fails to meet its financial covenants, it must raise tolls by April 1st of the next year to a level sufficient to meet the covenants.

E. Other Information

On October 10, 2008, the Authority's Commissioners approved a toll increase effective December 1, 2008, equal to 40% on the New Jersey Turnpike and 43% on the Garden State Parkway, and an additional toll increase effective January 1, 2012 equal to 53% on the New Jersey Turnpike and 50% on the Garden State Parkway. These toll increases will put the Authority on sound financial footing and fund critical safety and congestion relief projects through a new \$7 billion 10-year Capital Plan.

Currently, the Authority has approximately \$4.8 billion of revenue bonds outstanding, as well as \$335 million in Bond Anticipation Notes ("BANS"). The Authority expects to issue Revenue Bonds in increments to meet the needs of its 10-year Capital Plan. In 2009 the Authority expects to issue up to \$1 billion in new money debt and must refinance its BANS. Details on the Authority's existing debt can be found in Exhibit N.

[(End of Section I)]

SECTION II

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

A. Purpose

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

B. Inquiries

ONLY type-written inquiries concerning the RFP will be accepted and may be directed to Andrea E. Ward, Director, Purchasing Department, New Jersey Turnpike Authority, P. O. Box 5042, Woodbridge, New Jersey 07095-5042. Inquiries by FAX are acceptable. The FAX number is 732-750-5399. The inquiry deadline is 4:30 P.M. Friday, December 12, 2008. Inquiries will not be entertained after this date and time.

C. Closing Date

One (1) original and four (4) copies of the Proposals must be received no later than 4:30 P.M., Tuesday, December 30, 2008 addressed to Andrea E. Ward, Director, Purchasing Department

Regular Mail

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

Federal Express

New Jersey Turnpike Authority
581 Main Street
Woodbridge, NJ 07095

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

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

D. The Proposals

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

E. Signatures

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

F. Incurring Costs

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

G. Addendum to RFP

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

H. Acceptance of Proposals

The Authority may award a Contract for these services to a Firm that the Authority determines best satisfies the needs of the Authority. The RFP does not in any manner or form commit the Authority to award any Contract or engage any Firm. The contents of the Proposals will become a contractual obligation, if, in fact, the Proposals are accepted and a Contract is entered into with the Authority. The Authority may award a Contract solely on the basis of the Proposals submitted without any additional negotiations. The Authority shall reserve all rights to provide for additional negotiations if it deems it in its best interests. Failure of a Firm to adhere and/or honor any or all of the obligations of the Proposals submitted may result in cancellation of any award of Contract by the Authority.

I. Rejection of Proposals

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

J. Final Contract

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

K. Dissemination of Information

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

L. Public Records

Any Qualification received from a Firm under this RFP constitutes a public document that will be made available to the public upon request. A Firm may request the Director of Law to deem certain sections of its Qualification containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the Director of Law.

M. News Releases

No news releases pertaining to this RFP or any Project to which it may relate shall be made without the Authority's approval and then only in coordination with the issuing office and the Authority's Director of Communications.

N. Affirmative Action

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

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

Exhibit B – Affirmative Action Information Sheet

Exhibit C – Mandatory Equal Employment Opportunity Language

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

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

O. Small Business Enterprises Requirements

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

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the Authority pursuant to this Contract, the Firm must demonstrate to the Authority’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Commerce Commission as SBEs. Furthermore, the Firm shall be evaluated based on its attainment of SBE Participation Goals. (See Section III E.)

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

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

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants SBE registrations on the form attached as Exhibit L, and shall complete such other forms as may be required by the Authority for State reporting as to participation.

P. Division of Revenue Registration

Pursuant to the terms of N.J.S.A. 52:32-44, the successful Firm is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into a contract with the Authority. No contract shall be entered into by the Authority unless the Firm first provides proof of valid business registration. In addition, the successful Firm is required to receive from any subcontractor and/or sub-consultant it uses for goods and services under this contract, proof of valid business registration with the Division of Revenue. No subcontract shall be entered into by any contract with the Authority unless the subcontractor and/or sub-consultant first provides proof of valid business registration. Please include a copy of the Firm's Certificate of Registration with the bid submission. (Exhibit J)

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

Q. Public Law 2005, Chapter 51, Contract Certification and Disclosure of Political Contributions

Together with the Qualification, the Firm must submit a Public Law 2005, Chapter 51 Contract Certification and Disclosure form attached hereto. (Exhibit D).

R. Certification of Compliance with Executive Order No. 117

Together with the Qualification, the Firm must submit a Certification of Compliance with Executive Order No. 117 form attached hereto. (Exhibit M).

S. Affidavit of Moral Integrity

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

T. Code of Ethical Standards

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

U. Proposals Become Property of The Authority

All Proposals shall become the property of the Authority upon receipt and will not be returned. Any information deemed to be confidential by the Firm should be clearly noted on the page(s) where confidential information is contained; however, the Authority cannot guarantee that it will not be compelled to disclose all or part of any public record under the New Jersey Public Information Act, since information deemed to be confidential by the Firm may not be considered confidential under New Jersey or Federal law, or pursuant to a court order. The Firm will be deemed to have submitted all such information with this understanding.

Qualification Schedule

Closing Date for Submittal of Inquiries	December 12, 2008
Closing Date of Receipt of Proposals	December 30, 2008
Oral Presentation	To Be Scheduled
Anticipated Approval by the Commissioners	January, 2009

End of Section II

SECTION III

SCOPE OF SERVICES

A. General

1. The Financial Advisor shall have a thorough understanding of public finance, pertinent markets, financial products that might be of assistance to the Authority, risk assessment, Federal and State tax codes, applicable Federal and State laws, and the Authority's procedures and requirements.
2. The Financial Advisor shall advise the Chair and Members of the Commission, senior management and the Department of Finance on matters concerning the Authority's finances, investments, and debt structure and issuance.

B. Detailed Scope

The Financial Advisor for the Authority is expected to perform the following financial advisory services:

1. Monitor the financial condition of the Authority and make recommendations for greater efficiency and cost savings.
2. Keep the Authority informed on trends and conditions in the public arena and financial markets that are of concern to the Authority.
3. Monitor the Authority's investments and debt, including the status of arbitrage and interest rate exchange contracts (known as swaps), and advise the Authority of events that could adversely or beneficially affect the Authority.
4. Review, evaluate and coordinate responses to financing investment and derivative proposals made to the Authority from the investment banking community.
5. Assist the Authority in obtaining letters of credit, bond insurance, liquidity instruments, and other financial products necessary to properly manage Authority finances.
6. Assist the Authority in communicating and working effectively with State officials and agencies.
7. Work with the Authority and outside consultants and engineers to develop effective toll schedules for both roads.
8. Advise and coordinate the issuance and/or refinancing of long and short term debt of the Authority. This includes assisting the Authority in maintaining an efficient debt structure.
9. Prepare long term financial projections for planning purposes.

10. Help the Authority retain good relations with the rating agencies, banks, investment banks, brokers, trustees, and holders of Authority debt.
11. Assist the Authority in preparing presentations to agencies including the rating agencies.
12. Attend Commission meetings when required.
13. Prepare various reports and analysis on financial matters at the request of the Authority.

[End of Section III]

SECTION IV

PROPOSAL REQUIREMENTS, PREPARATION AND FORMAT

A. General

1. Proposals must detail the Firm's experience in performing the tasks listed in the Scope of Services. The experience and expertise of the Firm, its principals, and professionals should be noted. The Authority is seeking a single Firm to act as its Financial Advisor and is therefore not seeking a consortium of Firms to act in this capacity.
2. All portions of this RFP and the Proposal are considered to be part of a Contract and will be incorporated by reference.
3. All the requirements listed in the Check List (Section VI) must be complied with in order to be considered responsive to this RFP.

B. Proposal

The Scope of Service (Section III) is intended to outline the Authority's basic needs. The proposal should thoroughly define the Firm's approach to these services.

The proposal should set forth the anticipated liaison, professional and staff to be used. Individuals background and resumes should be included as well as their anticipated function and responsibilities.

The proposal should include the Firm's history in reforming tasks similar to those in the scope of services outlined in Section III.

C. Evaluation Factors

The Proposal will be evaluated for conformance to the requirements of this RFP. Selection of a Firm will be based upon the Proposal. Proposals will be awarded a maximum of one hundred (100) points based on the following factors:

D. Evaluation Criteria

Weight

1. **Credential of the Project Team**

25%

Evaluation will include qualifications and relevant experience of key personnel, and the Firm's functional organization and integration to deliver the Services required under the RFP. The references to be provided by the Proposer for review shall pertain to the nature of the Services performed, the duration of the contract, the relationship between the Authority and the Firm and such other considerations regarding the ability and responsibility of the Proposer that the Authority deems appropriate. Specifically include the Firm's knowledge and direct experience in financial advisory services.

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

Evaluation will include the Firms' and staff's experience with similar projects as they pertain to financial advisory services with the Authority or similar public agencies or entities.

3. **Understanding of Authority's Needs** **25%**

Evaluation will consider the firm's understanding of the financial issues facing the Authority as well as the clarity, neatness and overall presentation of the firm's proposal. Include a description of the Firm's financial strength. Submit either a certified audited financial statement or a CPA review of financial statements.

4. **Price** **25%**

The Proposal must indicate a firm, fixed annual price for the Services required under the Scope of Services. The price shall include all professional fees, administrative fees, charges and all out-of-pocket expenses ("Fees") to be incurred in connection with the Services. The Authority anticipates that some services, such as advisor in long and short term debt issuance, will be paid to a to-be-negotiated rate as part of the cost of issuance from the proceeds of the issue. The proposal should note which Services in the Scope of Services are covered by the annual fee.

[End of Section IV]

SECTION V

INSURANCE AND INDEMNIFICATION

A. Insurance

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

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

The types and minimum limits of insurance shall be:

1. Commercial General Liability Insurance

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

Bodily Injury and Property Damage.....	\$2,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$2,000,000
General Aggregate.....	\$2,000,000
Products Aggregate.....	\$2,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name the Authority, its Commissioners, officers, employees, and agents as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors Coverages. Products Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the contract.

2. Business Automobile Liability Insurance

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

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

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

3. Workers Compensation and Employers' Liability Insurance

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

4. Professional Errors and Omissions Insurance. The Firm, upon award of the Contract, shall provide its own Professional Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the annual aggregate exclusive of the amounts required for Commercial General Liability Insurance. The Firm shall maintain its Professional Errors and Omissions Insurance in effect for a period of two years following the termination of the Contract.

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

B. Certificate and Endorsement Requirements

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

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

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

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

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

C. Indemnification

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

End of Section V

SECTION VI

CHECKLIST AND EXHIBIT DOCUMENTS

CHECKLIST

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

If checked,
required by NJTA

Check off as
Read, Signed &
Submitted

√		CHECK LIST	√
√	A.	AFFIRMATIVE ACTION INFORMATION SHEET	
√	B.	MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (Professional Services)	
√	C.	AFFIDAVIT OF MORAL INTEGRITY	
√	D.	PUBLIC LAW 2005, CHAPTER 51 (Formerly EO 134)	
√	E.	STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT	
√	F.	VENDOR DISCLOSURE FORM – EXECUTIVE ORDER 129	
√	G.	NOTICE TO ALL PROPOSERS SET-OFF FOR STATE TAX	
√	H.	NJ ELECTION LAW ENFORCEMENT COMMISSION REQUIREMENT FOR DISCLOSURE OF POLITICAL CONTRIBUTIONS	
√	I.	AFFIDAVIT OF NON-COLLUSION	
√	J.	NJ BUSINESS REGISTRATION CERTIFICATE	
√	K.	NJ UNIFORM ETHICS CODE	
√	L.	SMALL BUSINESS ENTERPRISE/MINORITY BUSINESS ENTERPRISE/WOMAN BUSINESS ENTERPRISE FORM	
√	M.	REQUIRED INSURANCE DOCUMENTS (see Section V of RFP for Insurance Requirements for this Contract)	FYI

(Firm)

(Title)

(Signature)

(Date)

(Name – please print or type)

EXHIBIT A

AFFIRMATIVE ACTION INFORMATION SHEET

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

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

YES _____ NO _____

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

(OR)

2. The proposer has submitted a Certificate of Employee Information Report pursuant to (NJAC 17.27-1.1) and The State Treasurer has approved said report.

YES _____ NO _____

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

Certificate of Approval Number _____

(OR)

3. If Proposer has already submitted Form AA-302 to the States' Affirmative Action Office, please return a copy of it with the bid.

If you are the successful proposer and have none of the above, please contact the Purchasing Department at **(732) 750-5300 ext. 8629** within five (5) days of notification of award for an Affirmative Action Employee Information Report (AA-302). This form (AA-302) must be forwarded to the States' Affirmative Action Office with the NJTA's Copy (Pink) returned to the Authority's Purchasing Department.

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

Signed _____ Date Signed _____

Print Name and Title _____

Proposers Company Name _____

Address _____

Telephone Number _____ Fax Number _____

EXHIBIT B

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

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

- G. The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- H. In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- I. The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
 - i. Letter of Federal Affirmative Action Plan Approval
 - ii. Certificate of Employee Information Report
 - iii. Employee Information Report form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliances & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and Public Agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27**

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

Submitted by:

Firm Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT C

AFFIDAVIT OF MORAL INTEGRITY

STATE OF _____

Ss:

COUNTY OF _____

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

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

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

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

3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the _____ Proposer, or any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: (If none, so state):

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

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

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

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

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

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

Proposer

Sworn and Subscribed to Before Me This

_____ Day of _____ 20__

Signature

Notary Public

Title
(Corporate Seal)

EXHIBIT D

PUBLIC LAW 2005, CHAPTER 51 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of Authority procurement by imposing restrictions to insulate the award of Authority contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 (“EO 134”) Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract using this specification

B.1 Definitions

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

a) **Contribution** – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act” P L 1973, c. 83 (C.10:44A-1, et. seq.)- and implementing regulations set forth at N.J.A.C. 19 25-7 and N.J.A.C. 19 25-10.1, et. Seq. Currently, contributions in excess of **\$300** during a reporting period are deemed “reportable” under these laws.

h) **Business Entity** – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. *It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing therewith.*

B.2 Breach of Terms of Executive Order 134 Deemed Breach of Contract

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received, (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees, (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly, through or by any other person or means, commit any act which would subject that entity to the restrictions of EO 134.

PUBLIC LAW 2005, CHAPTER 51 (FORMERLY EXECUTIVE ORDER 134)

B.3 Certification and Disclosure Requirements

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contribution to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods.

Additionally, prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall report all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A.19:44A-3(n) and N.J.A.C.19:25-1.7. Accordingly, the business entity shall submit with its bid proposal the Public Law 2005, Chapter 51 (formerly Executive Order 134) “Contractor Certification and Disclosure of Political Contributions” form attached hereto. A separate Certification and Disclosure is required for *each person and/or organization* defined above as a Business Entity. **Please note that more than one Certification and Disclosure may be required from your firm. Failure to submit the Certification and Disclosure(s) may be cause for rejection of the proposal.**

b) **Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. A copy of the Continuing Disclosure of Political Contributions is attached hereto.**

B.4 State Treasurer Review

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

Instructions

Instructions for Completing “Contractor Certification and Disclosure of Political Contributions” Forms

Who Should Sign and Submit Certification and Disclosure Forms

Public Law 2005, Chapter 51 requires submission of a Certification and Disclosure form from each Bidder with which the State intends to contract, as well as other related individuals or entities, depending upon the Bidder’s organizational structure. The following provides a summary of the most common requirements:

Where the Bidder is a corporation or other business organization:

Submit separate Certification and Disclosure forms for each of the following:

- The Bidder, certified by an officer or other authorized representative; AND
- All “Principals” of the Bidder’s Business Entity; namely, any individual or entity owning or controlling more than 10% of the Bidder’s Business Entity; AND
- Any subsidiary controlled by the Bidder’s Business Entity; AND
- Any Political Organization (as defined above, under “Business Entity”) controlled by the Bidder’s Business Entity.

Ownership Disclosure Forms

In order to determine whether all required “Principals” of the Bidder have submitted the necessary forms, the Bidder must submit a copy of an Ownership Disclosure form. This disclosure is required by statute – see N.J.S.A. 52:25-24.2. Generally, the contracting agency will provide the appropriate form to use for this purpose. Otherwise, please use the Ownership Disclosure form available at the Division of Purchase and Property’s website, at: <http://www.state.nj.us/treasury/purchase/forms/pbpdf.pdf>.

ONE FORM may be used to submit compliance documentation on behalf of the Bidder *and* as a Principal (more than 10% owner) of the Bidder, as long as appropriate representatives have signed both in the space provided for signature on behalf of the company, as an officer or other authorized representative, and in the space provided for individual signature.

Where the Bidder is an individual (including a sole proprietor), not a corporation or other business organization:

Unless separate Certification and Disclosure forms are submitted, one Certification and Disclosure will be deemed to encompass all of the following persons or organizations:

- The Bidder; AND
- Any spouse or children of legal age, residing in the same household; AND
- Any Political Organization (as defined above) controlled by the Bidder’s Business Entity.



Instructions

Contract Certification and Disclosure of Political Contributions

Article I. Examples

Scenario One: Two individuals each own 50% of the Bidder: Three signatures are required—one on behalf of the Bidder and one by each individual owner of more than 10% of the Bidder. **NOTE:** If one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form, in his or her individual capacity. However, the other Principal must sign and submit a separate Certification and Disclosure form. Accordingly, either two Or three separate Certification and Disclosure forms will be submitted.

Scenario Two: An individual owns 100% of a Bidder: Two Signatures are required: the individual owner Can submit one Certification and Disclosure form, provided he or she has signed in the space provided for signature on behalf of the bidder ("ARROW #2"> "Certification on behalf of a company or organization") and in the space provided for individual signature ("ARROW #3"> "Certification by an individual...").

Scenario Three: Four individuals and one corporation each own 20% of the Bidder: six signatures are required - one by each individual and corporate owner of more than 10% of the Bidder, and one on behalf of the Bidder .**NOTE:** As in Scenario One, above, if one of the Principals (owners) signs on behalf of the Bidder, that Principal may also sign the same form in his or her individual capacity.

Scenario Four: The Bidder is an individual, conducting business in his or her own name, or as a sole proprietorship: certification and disclosure by the Bidder applies to that person's spouse and/or legal age child living in the same household, unless separate certification and disclosure forms are submitted.

Additional scenarios are the subject of some of the Questions and Answers posted on the Division of Purchase and Property's website. Please refer to that site, at <http://www.state.nj.us/treasury/purchase/execorder134htm> for additional information, or to submit questions regarding the completion of Political Contribution Compliance (EO 134) forms

Continuing Disclosure Obligation

Pursuant to Public Law 2005, Chapter 51, all business entities which have been awarded a State contract on

Or after October 15, 2004, in an amount in excess of **\$17,500**, have a continuing obligation to disclose all Contributions made during the term of such contract.

Such disclosures are to be submitted by the business entity to the Agency or Agencies which awarded the applicable contract(s). The disclosures are to be made using the standard Certification and Disclosure form, which may be downloaded from the Division of Purchase and Property's website.

Public Law 2005, Chapter 51

Formerly:



Instructions

Contract Certification and Disclosure of Political Contributions

Agency Submission of Forms

The agency should submit the completed and signed Contractor Political Contribution Compliance (EO 134) and Ownership Disclosure forms, with an Executive Summary of Transaction form (available online at: http://www.state.nj.us/treasury/purchase/forms/eo134/dpo_134_esp.pdf), completed by the agency, to:

EO 134 Review Unit
P.O. Box 039
33 West State Street, 4th Floor
Trenton, New Jersey 08625

The agency should keep the original forms in its file, and submit copies to the EO 134 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134) (2004)) may be submitted electronically through the website of the Department of the Treasury, Division of Purchase and Property, <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to questions are posted at the website, as are additional reference materials and forms.

Definitions:

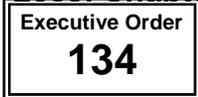
“Chapter 51” – means Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13-20.25, superseding Executive Order 134 (2004)).

“Business Entity” – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state of foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person’s spouse or child, residing in the same household.

“Contribution”- means a contribution reportable by the recipient under the “New Jersey Campaign Contributions and Expenditures Reporting Act”, P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. Contributions made prior to January 1, 2005 in an amount in excess of \$400 during a reporting period are deemed “reportable” under these laws. As of January 1, 2005, contributions in excess of \$300 are deemed “reportable”.

References to **“Bidder”** include, but are not limited to, all entities which contemplate entering into a contractual relationship with the State, including vendors, potential vendors, contractors, consultants, sellers.

Public Law 2005 Chapter 51
Formerly:



**Vendor Certification and Disclosure
of Political Contributions (2 Years)**

Solicitation No: RM-627 Vendor: _____

The Bidder (Vendor) should complete the required Certification and Disclosure forms and submit them, together with a completed Ownership Disclosure form, to the using agency. Instructions for completing this form are at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134>

Part I: Certification

I hereby certify as follows:

1. On or after October 15, 2004, the below named person or entity has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, company or organization Contributions, as set forth below that would bar the award of a contract to the Bidder, pursuant to the Terms of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20. 13-20.25. superseding Executive Order 134 (2004)).
 - a) Within the 18 months immediately preceding the Solicitation (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of any candidate for or holder of the public Office of Governor, or
 - (ii) Any State or county political party committee.
 - b) During the term of office of the current Governor (exclusive of any Contributions made Prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the governor; or
 - (ii) Any State or county political party committee nominating such Governor in the election preceding the commencement of said Governor's term.
 - c) Within the 18 months immediately prior to the first day of the term of office of the Governor (exclusive of any Contributions made prior to October 15, 2004), the below-named person or organization has not made a Contribution to
 - (i) Any candidate committee and/or election fund of the Governor; or
 - (ii) Any State or County political party committee of the political party nominating the successful gubernatorial candidate in the last gubernatorial election.
2. If the Bidder is awarded a contract pursuant to the solicitation for this bid proposal, the below-named person or organization will, on a continuing basis, continue to report any Contributions it makes during the term of the contract, and any extension(s) thereof

Formerly: Executive Order
134

Vendor: _____

Part II: Disclosure

Following is the required disclosure of all Contributions made from October 15, 2004 through the date of signing of the Certificate and Disclosure to (i) any entity designated and organized as a "political organization" under 26 U.S.C.A. 527 that is also defined as "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1 or (ii) any candidate committee and/or election fund of any candidate for or current holder of the public office of Governor, and any State or county political party committee. Such an entity is identified in the following chart as a "Committee."

#1

Name and Address of Committee	Date of Contribution	Amount of Contribution	Type of Contribution i.e., Currency, Check, Loan, in Kind	Donor
Indicate "none" if no Contributions were made. Attach additional pages if necessary.				

Certification on behalf of a COMPANY or organization:

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment. I certify that the firm has not made a contribution that would bar the award of a contract pursuant to Public Law 2005, Chapter 51 [N.J.S.A. 19:44A-20.13-20.25, Superseding Executive Order 134 (2004)].

NOTE: This certification will be in effect for two (2) years provided the ownership status does not change or additional contributions are not made. If there are any changes in the ownership of the entity affecting persons or organizations owning more than 10%, or additional contributions are made, a new set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this reporting responsibility and certifies that it will adhere to it.

Name of Company or Organization: _____

#2

Signed: _____ Title: _____

Print Name: _____ Date: _____

(check one) (A) The Company or Organization is the vendor, or (B) The Company or Organization is a principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the Bidder, or a Political Organization (e.g. PAC) control by the Bidder.

Certification by an individual —for use by the individual vendor, or as a Principal (more than 10% ownership or control) of the vendor,

or as the spouse or child of the vendor. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware

that if any of the statements are willfully false, I am subject to punishment.

NOTE: This certification will be in effect for two (2) years provided the ownership status does not change or additional contributions are not made. If

there are any changes in the ownership of the entity affecting persons or organizations owning more than 10%, or additional contributions are made,

a new set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named

herein acknowledges this reporting responsibility and certifies that it will adhere to it.

#3

Signed: _____

Print Name: _____ Date: _____

Note: A person may certify BOTH as an officer or authorized representative of the vendor, AND in his or her individual capacity, as a Principal of the vendor.



**EXECUTIVE SUMMARY OF PROCUREMENT
TO BE AWARDED**

The Agency must submit this form (or an approved substitute) for all procurements, together with:

- Certification and Disclosure required by Executive Order 134 – on Form DPP134–C&D: “Executive Order 134 Certification and Disclosure,” and
- Ownership Disclosure Form for the vendor selected for the intended award, in compliance with the Ownership Disclosure statute, N.J.S.A. 52:25-24.2, certified by the vendor within the past six (6) months.

Transaction Information	
Full Legal Name of Vendor:	_____
Solicitation, RFP or Contract No.:	<u>RM-627</u>
Award Amount:	_____
Description of Procurement:	<u>ENERGY MANAGEMENT & ACCOUNTING SERVICES</u>
Duration of Procurement:	<u>Two Years With Two Possible Extensions</u>

Using Agency Contact Information	
Agency: <u>New Jersey Turnpike Authority</u>	
Name: Ms. Linda Cavanaugh – (732) 750-5300 x 8705	Email – Cavanaugh@turnpike.state.nj.us
Ms. Jackie Rooney - (732) 750-5300 x 8742	Email – Rooney@turnpike.state.nj.us
Cc: Mr. Warren Davis - (732)-750-5300 x 8618	Email – WaDavis@turnpike.state.nj.us
Ms. Regina Parker - (732)-750-5300 x 8633	Email - RParker@turnpike.state.nj.us

Mr. Joseph Novick, Esq. -(732)-750-5300 x 8719 Email – Novick@turnpike.State.nj.us

EXHIBIT E

STOCKHOLDER / PARTNERSHIP DISCLOSURE STATEMENT

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

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

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

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Witnessed by _____ Date _____

EXHIBIT F

**VENDOR DISCLOSURE FORM
EXECUTIVE ORDER # 129**

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

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

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

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

Contractor _____
(Location by Country)

Name: _____

Address: _____

Title: _____

Subcontractor: _____
(Location by Country)

Name: _____

Address: _____

Title: _____

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

Contractor: _____ Title: _____

EXHIBIT G

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

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE."

COMPANY _____

SIGNATURE _____

NAME _____

TITLE _____

DATE _____

EXHIBIT H

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

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

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

STATE OF _____

:SS

COUNTY OF _____

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

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

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

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

Print Name: _____

Subscribed and Sworn to before me this _____ day of _____ 20____

Notary Public of _____

My Commission Expires: _____

EXHIBIT I
AFFIDAVIT OF NON-COLLUSION

STATE OF :
 :
COUNTY OF :

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

1. That, as the party submitting the foregoing Proposal, that such Proposal is genuine and not collusive or a sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from participating in this solicitation, and has not, in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or of any other Proposer, or to fix any overhead, profit, or cost element of said price, or of that of any other Proposer, or to secure any advantages against the New Jersey Turnpike Authority ("Authority"), or any person interested in the proposed contract; and that all statements in said Proposal are true.

2. The Proposer further certifies that he/she has not been convicted or found liable for any act prohibited by state or federal law involving conspiracy or collusion with respect to proposing or bidding on any public contract within the last three years. Such act or conviction does not automatically disqualify a Proposer, but may be grounds for administrative suspension or grounds for consideration by Authority as to whether Authority should decline to award a contract to such a Proposer on the basis of a lack of responsibility. If Proposer has been convicted of any act prohibited by state or federal law involving collusion with respect to proposing or bidding on any public contract within the past three years, Proposer should attach an explanation of the circumstances surrounding that conviction.

FIRM NAME

NAME

TITLE

SIGNATURE

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

EXHIBIT J

Proof of registration with the State of New Jersey Department of Treasury, Division of Revenue shall be submitted by the firm in the form of a valid Business Registration Certificate. No contract shall be awarded without proof of business registration with the Division of Revenue. For information regarding the New Jersey Division of Revenue Business Registration Requirement, proposers can contact the Bureau of Client Registration at (609) 292-1730.

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

EXHIBIT K

NEW JERSEY UNIFORM ETHICS CODE FOREWORD

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

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

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I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“Person” means any natural person, association or corporation.

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

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

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

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

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

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

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

II. GENERAL STANDARDS OF CONDUCT

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

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

1. No State officer or employee or special State officer or employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, which is in substantial conflict with the proper discharge of his/her duties in the public interest.

2. No State officer or employee or special State officer or employee should engage in any particular business, profession, trade or occupation which is subject to licensing or regulation by a specific agency of State Government without promptly filing notice of such activity with the Commission.

3. No State officer or employee or special State officer or employee should act in his/her official capacity in any matter wherein he/she has a direct or indirect personal financial interest that might reasonably be expected to impair his/her objectivity or independence of judgment.

4. No State officer or employee or special State officer or employee should knowingly act in any way that might reasonably be expected to create an impression or suspicion among the public having knowledge of his/her acts that he/she may be engaged in conduct violative of his trust as a State officer or employee or special State officer or employee.

Misuse of Official Position or Information

5. No State officer or employee or special State officer or employee should use or attempt to use his/her official position to secure unwarranted privileges or advantage for him/herself or others.

6. No State officer or employee or special State officer or employee, shall willfully disclose to any person, whether or not for pecuniary gain, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. No State officer or employee or special State officer or employee shall use for the purpose of pecuniary gain, whether directly or indirectly, any information not generally available to members of the public which he/she receives or acquires in the course of and by reason of his/her official duties. Representation/Appearance Before a State Agency

7. No State officer or employee, nor any partnership, firm or corporation in which he/she has an interest, nor any partner, officer or employee of any such partnership, firm or corporation, shall represent, appear for, or negotiate on behalf of, or agree to represent, appear for, or negotiate on behalf of, any person or party other than the State in connection with any cause, proceeding, application or other matter pending before any State agency. Nothing contained herein shall be deemed to prohibit any such partnership, firm or corporation from appearing on its own behalf.

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

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

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

III. ACCEPTANCE OF GIFTS

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

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

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

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

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

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

IV. ATTENDANCE AT EVENTS

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

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

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

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

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

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

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

V. POLITICAL ACTIVITY

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

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

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

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

VI. OUTSIDE ACTIVITIES AND BUSINESS INTERESTS

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

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

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

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

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

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

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

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

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

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

Blind Trusts

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

VII. OFFICIAL STATIONERY

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

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

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

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

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

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

VIII. POST-EMPLOYMENT RESTRICTIONS

Seeking Future Employment

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

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

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Lifetime Ban

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

One-Year Ban – Certain State Officials

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

Two-Year Casino Employment Restriction

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

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

Waivers

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

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

IX. RECUSAL ON OFFICIAL MATTERS

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

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

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

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

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suspicion among the public having knowledge of his or her acts that he/she may be engaged in conduct violative of his/her trust as a State official.

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

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

X. CONTRACTS

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

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

Limitation on contracting by State officer or employee

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

Limitation on contracting by special State officer or employee

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

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

Permissible Contracts with the State

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

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

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

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

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

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

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

XI. RETIREMENT GIFTS

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

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XII. COMPENSATION FOR PUBLISHED WORKS

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

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

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

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

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

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

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

XIII. FAMILY MEMBERS - CONFLICTS OF INTEREST

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

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

Cohabitation

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

Dating Relationship

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

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

XIV. CASINO-RELATED FAMILY MEMBER RESTRICTIONS

Concurrent Employment Restriction

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

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

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

Post-Employment Restriction

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

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

XV. REPORTING COMPLAINTS

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

XVI. PENALTIES

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

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

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

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

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

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

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

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

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

EXHIBIT L

SMALL BUSINESS ENTERPRISE / MINORITY BUSINESS / WOMAN OWNED BUSINESS

SMALL / MINORITY / WOMAN BUSINESS ENTERPRISE FORM

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

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

SBE Registration # _____

Please check below if applicable

Woman Business Enterprise _____ Minority Business Enterprise _____

Exhibit M

NEW “PAY-TO-PLAY” RESTRICTIONS TO TAKE EFFECT NOVEMBER 15, 2008

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

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

1. The definition of “business entity” is revised and expanded so that contributions by the following individuals also are considered contributions attributable to the business entity:
 - Officers of corporations and professional services corporations, with the term “officer” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1), with the exception of officers of non-profit entities;
 - Partners of general partnerships, limited partnerships, and limited liability partnerships and members of limited liability companies (LLCs), with the term “partner” being defined in the same manner as in the regulations of the Election Law Enforcement Commission regarding vendor disclosure requirements (N.J.A.C. 19:25-26.1); and
 - Spouses, civil union partners, and resident children of officers, partners, LLC members and persons owning or controlling 10% or more of a corporation’s stock are included within the new definition, except for contributions by spouses, civil union partners, or resident children to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides.
2. Reportable contributions (those over \$300.00 in the aggregate) to legislative leadership committees, municipal political party committees, and candidate committees or election funds for Lieutenant Governor are disqualifying contributions in the same manner as reportable contributions to State and county political party committees and candidate committees or election funds for Governor have been disqualifying contributions under Chapter 51.

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

Updated forms and materials are currently being developed and will be made available on the website as soon as they are available. In the meantime, beginning November 15, 2008, prospective vendors will be required to submit, ***in addition to the currently required Chapter 51 and Chapter 271 forms***, the attached Certification of Compliance with Executive Order No. 117.

**Certification on Behalf of A Company, Partnership or Organization and All Individuals
Whose Contributions are Attributable to the Entity
Pursuant to Executive Order No. 117 (2008)**

I hereby certify as follows:

On or after November 15, 2008, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008) has solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify as an officer or authorized representative of the Company or Organization identified below that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Name of Company, Partnership or Organization:

Signed: _____ **Title:** _____

Print Name: _____ **Date:** _____

(circle one) (A) The Company, Partnership or Organization is the vendor;

or

(B) the Company, Partnership or Organization is a Principal (more than 10% ownership or control) of the vendor, a Subsidiary controlled by the vendor, or a Political Organization (e.g., PAC) controlled by the vendor.

**Please note that if the person signing this Certification is not signing on behalf of all individuals whose contributions are attributable to the entity pursuant to Executive Order No. 117 (2008), each of those individuals will be required to submit a separate individual Certification.*

Individual Certification of Compliance with Executive Order No. 117 (2008)

I hereby certify as follows:

On or after November 15, 2008, I have not solicited or made any reportable contribution of money or pledge of contribution, including in-kind contributions or company or organization contributions, to the following:

- a) Any candidate committee and/or election fund of the Governor;**
- b) A State political party committee;**
- c) A legislative leadership committee;**
- d) A county political party committee; or**
- e) A municipal political party committee.**

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Signed: _____

Print Name: _____ **Date:** _____

AGREEMENT FOR GENERAL FINANCIAL ADVISORY SERVICES

THIS AGREEMENT, dated _____, 2008, effective _____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey located at P.O. Box 5042, Woodbridge, NJ 07095 (hereinafter referred to as the "Authority"), and _____, located at _____ (hereinafter referred to as the "Financial Advisor").

WHEREAS, the Turnpike Authority requires the professional service of a general financial advisory service for the Turnpike Authority on an ongoing basis;

WHEREAS, the Authority has competitively solicited for the general financial advisory services ("Services") with adequate staff and experience to perform the Services through the issuance of a Request for Proposal dated November 2008 (the "RFP");

WHEREAS, the Financial Advisor is an organization offering general financial advisory services and has submitted to the Authority a Proposal, dated _____ (the "Proposal") responding to the RFP, which has been reviewed by the Authority and found to be the most responsive and best qualified proposal among those submitted;

WHEREAS, the Authority and the Financial Advisor wish to enter into an Agreement under which the Financial Advisor shall provide the aforementioned General Financial Advisory services to the Authority.

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

1. Definitions.

- (a) "Authority" shall mean the New Jersey Authority as established in accordance with N.J.S.A. 27:23-1, et. seq., and shall be the members of the Authority acting in accordance with such statute;
- (b) "Financial Advisor" shall mean _____, located at; _____
- (c) "Services" shall refer to the General Financial Advisory Services in accordance with the Request for Proposal, dated _____, (The "RFP"), (a copy which is attached hereto as Exhibit A and made a part hereof), and the Proposal, dated _____, (the "Proposal") (a copy of which is attached hereto as Exhibit B and made a part hereof).
- (d) "Director" shall refer to the Authority's Director of Finance or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

2. Professional Services.

The Financial Advisor agrees that the Services to be performed hereunder shall be those specified in the RFP and the Proposal. Should any question arise between the RFP and the Proposal in the interpretation, scope or content of the Services, the terms and conditions of the RFP shall take precedence. The Financial Advisor represents itself to be experienced and competent to perform, and agrees to perform, the Services.

3. Standard of Care.

The Director of Finance may disapprove, if any item of Service by the Financial Advisor is not in accordance with the requirements of the Agreement or the standard of care of the Financial Advisor as set forth herein. Financial Advisor represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of nonfulfillment of the foregoing warranty, the Financial Advisor shall promptly perform at the request of the Authority made at any time, in writing, during the term of this Agreement and after the Authority's acceptance (by use) of the Services, such corrective services (within the original Scope of Work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director of Finance shall have the right throughout the course of the entire Agreement to review the Financial Advisor's work and request changes and corrections so that the Services of Financial Advisor conform to the requirements of this Agreement and standard of care. All costs incurred by the Financial Advisor in performing corrective services shall be borne by the Financial Advisor.

4. Compensation.

(a) The authorized amount of compensation to be paid to the Financial Advisor under this Agreement shall be at an annual fee not to exceed \$_____, plus actual expenditures, except for specific financial transactions which will be separately priced and subject to mutual agreement (duly invoiced and itemized to the satisfaction of the Authority) incurred in connection with the completion of the Services. Financial Advisor shall invoice the Authority on a monthly basis for Services rendered during the preceding month. The Authority shall have the right to audit all payroll and direct costs or expenses of the Financial Advisor. The Financial Advisor shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than seven (7) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 4(a) hereof shall take effect unless, after thirty (30) days' prior written notice to the Director of Finance, such increased fees or expenses are approved by the Members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Financial Advisor acknowledges its responsibility to maintain control of all fees and expenses; and acknowledges and agrees that the total compensation as provided in Exhibit B hereof, if a total amount not to be exceeded and is an amount sufficient to complete the Services under the terms of this Agreement.

- (c) Any payments made to the Financial Advisor by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in the event there are any deficiencies in the services to be provided hereunder.
- (d) In the event of any conflicting claim or claims by the Financial Advisor about the right to receive payment which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold reasonable payments pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the satisfaction of the Authority.

5. Term.

The Financial Advisor shall complete all professional services under this Agreement for a period of three (3) years from the effective date with the option at the sole discretion of the Authority to extend this Agreement for two (2) additional one-year periods.

6. Termination/Suspension.

- (a) The Authority may suspend or terminate this Agreement immediately in the event that the Authority determines in its sole discretion that the Financial Advisor or its agent has violated any provisions of this Agreement.
- (b) The Authority may terminate this Agreement upon thirty (30) days written notice to the Financial Advisor in the event the Financial Advisor fails to commence its services hereunder, or any portion thereof within the specified time or otherwise fails to comply with any term of this Agreement.
- (c) If the Financial Advisor shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Financial Advisor and the act of bankruptcy alleged is not denied by the Financial Advisor; or if denied is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement.

In the event of termination under this Section 6, no further payment will be made to the Financial Advisor until the services provided for hereunder have been completed by a third party (or parties) selected by the Authority and paid for. If the total amount paid to such third party (or parties) exceeds the maximum compensation stated in this Agreement, the Financial Advisor agrees to repay the deficiency to the Authority. If the total amount paid to the third party (or parties) is less than the maximum compensation, the difference (but not more than the agreement amount otherwise earned by the Financial Advisor) shall be paid to the Authority.

7. Force Majeure.

Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbance, fires, equipment failure or failures of third parties to provide (or delays in so providing) equipment, software or services. The parties shall act,

to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than sixty (60) days, either party may, at its option, terminate this Agreement, upon prior written notice, for convenience.

8. Insurance.

The Financial Advisor shall procure and maintain at its own expense, insurance for liability for damages imposed by law in accordance with Section V of the RFP.

9. Indemnification.

The Financial Advisor agrees to defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them in accordance with Section V of the RFP. The obligation in this Section shall survive the termination, expiration or rescission of this Contract.

10. Right to Audit.

In connection with the exercise of the privilege granted hereunder, the Financial Advisor shall:

- (a) Permit in ordinary business hours during the effective period of this Agreement and for seven years after the term of this Agreement, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services in this Agreement and also any records and books of any company which is owned or controlled by the Financial Advisor , or which owns or controls the Financial Advisor, if said company performs services similar to those performed by the Financial Advisor anywhere in the State of New Jersey.
- (b) If such audit as mentioned in the preceding subparagraph (a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Financial Advisors principal place of business where the Financial Advisor records and books are maintained, then the Financial Advisor shall bear the additional cost of the audit.

11. EEO/Affirmative Action.

The Financial Advisor agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin or handicap.

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

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

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

12. Notices.

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

Benjamin Hayllar
Director of Finance
New Jersey Turnpike Authority
P. O. Box 5042
Woodbridge, New Jersey 07095
(with a copy to the Director of Law)

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

13. Personal Liability.

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

14. Applicable Laws.

The Financial Advisor shall perform the services in compliance with all applicable Federal, State, and local laws, ordinances, rules, regulations and orders.

15. Governing Law.

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

16. Independent Financial Advisor.

Neither party shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Financial Advisor shall perform the Services as an independent Financial Advisor.

17. Assignment.

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

18. Integration.

This Agreement, together with Exhibits A and B, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein. The language of the body of this Agreement shall supersede any inconsistent language of the Exhibits.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP) and Exhibit B (the Proposal), in the interpretation, scope or content of any term or condition, resolution of any such ambiguity or conflict shall be made by consulting these documents according to the following order or hierarchy:

1. the Agreement;
2. Exhibit A (the RFP)
3. Exhibit B (the Proposal).

19. Parties Bound.

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

20. Modifications.

This Agreement may only be amended or modified in writing and signed by the Authority and the Financial Advisor.

21. Severability.

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

22. Code of Ethics.

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

23. Section Headings.

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

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

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Rose Stanko
Secretary

By: _____
Diane Gutierrez-Scaccetti
Executive Director

[Corporate Seal]

APPROVED:

George Caceres
Director of Law

ATTEST:

[NAME OF COMPANY]

BY: _____
[NAME]
[TITLE]

By: _____
[NAME]
[TITLE]

[Corporate Seal]