

REQUEST FOR PROPOSALS

TRANSPORTATION ON-CALL IT SERVICES

Release Date: December 13, 2022
Due Date: January 20, 2023

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

One DeKorte Park Plaza
Lyndhurst, New Jersey 07071
(201) 460-1700

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SECTION 1.00

GENERAL INSTRUCTIONS, EVALUATION OF PROPOSALS, AND SELECTION

1.1. Invitation to Submit Proposals

A. Background

The New Jersey Sports and Exposition Authority (NJSEA or Authority) Transportation Group has the responsibility to manage, operate, maintain, and monitor more than 126 signalized intersections under the Meadowlands Adaptive Signal System for Traffic Reduction (MASSTR) throughout the Hackensack Meadowlands District region. Currently this system is managed by 10 virtual servers hosted by six Dell (6) physical servers and one Storage Area Network (SAN) managed by VMware. These servers exchange data and information with signalized intersections using wireless and fiber communication technologies. This server system is located in the NJSEA Administration Building at One DeKorte Park Plaza, Lyndhurst, New Jersey. This system has provided uninterrupted services for the past 10 years, as the continuous operation of this system 24 hours a day, seven days a week is imperative for safe and seamless traffic mobility in the region. With this consideration, the NJSEA has extended warranty services with Dell and VMware to assist the Authority with hardware and software troubleshooting and provide spare equipment in case of system's failure or software upgrades. It is the Authority's intention to continue the extension of warranty services through the life of existing equipment and any and all new equipment replacing the existing systems. It is noteworthy that the Authority recently has purchased new systems (servers and SAN) to replace outdated systems.

B. Objective

The purpose of this Project is to perform all labor and work necessary to provide professional services to manage, maintain, update, and monitor transportation servers, storages, and peripherals on a regular basis without any service interruption and respond to emergency needs 24 hours per day, 7 days per week (24/7).

C. Scope of Work

This proposal is requesting On-Call IT Services for Meadowlands Adaptive Signal System for Traffic Reduction (MASSTR) servers. This system compiles information from all signals including video and data from all intersections and sends required information and processed data to intersections via fiber and wireless communication. As stated above, NJSEA has extended warranty services with Dell and VMware and they provide all necessary hardware and software licenses for upgrades. With this consideration, the Authority is looking for the following two services:

C.1. On-Call Regular IT Services

These services include all of the following services to perform on a daily basis, either remotely or on-site when it is necessary:

- Maintain and update all virtual machines on a regular basis;
- Maintain all physical servers;

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- Manage backup server, including backups, restore jobs, snapshots, and recovery;
- Maintain and perform upgrades to new operating systems for windows and Linux servers if feasible;
- Be available immediately remotely or on site (within 2-hour period) in case of emergency and/or power outage;
- Perform hardware and software repair services of servers and systems using NJSEA extended warranty services with Dell and VMware;
- Establish proactive monitoring, securing, and alerting processes;
- Establish and coordinate with NJSEA IT department to perform any upgrade on MASSTR servers, as necessary;
- Perform and provide documentation of all changes and upgrades.

C.2. Project-based IT Services

Additionally, the Authority is looking for the expansion of MASSTR functionalities, which entail software and hardware upgrades. Therefore, it is vital for the IT Consultant to assist NJSEA engineers and its representative to fulfill these project-based needs. While NJSEA will provide all hardware and software for upgrades, it is the IT Consultant's responsibility to coordinate with vendors for any and all services required to house these upgrades. With this consideration, the Authority is looking for following services:

- Coordinate with external vendors
- Perform necessary services for physical and virtual servers' migrations and upgrades
- Perform all other required services to upgrade peripheral equipment
- Document and map all changes

D. Project Cost

With this consideration, NJSEA is looking for two quotes, which should be clearly defined on the Cost Proposal form depicted on Section 2.3.9 :

- Monthly service fee to perform work stated under Section 1.1.C.1 as itemized on the Cost Proposal Form.
- IT Consultant hourly rate to perform work under Section 1.1.C.2.

E. Project Schedule:

Request for proposals issued:	12/13/2022
Last day for questions on RFP:	12/30/2022
Deadline for submission of proposals:	01/20/2023
Anticipated notification of selection and execution of contract:	February 2023

1.2. Preparation of Proposal Submittal

A. All Proposal submittals must be sent electronically to the following email address no later than 5:00 p.m. on **January 20, 2023**. Proposals will NOT be accepted after the aforementioned date and time.

Nadereh Moini, Ph.D, P.E., P.T.O.E., P.T.P.
Chief of Transportation
nmoini@njsea.com

B. All proposals shall enclose a copy of the firm's NJ Business Registration Certificate and the following completed documents, provided herein in Section 2.00, Proposal Terms, Conditions, Forms and Documents:

- 2.1 Proposal Submittal Form
- 2.2 Affidavit of Authorization (must be notarized)
- 2.3 Non-Collusion Affidavit (must be notarized)
- 2.4 Moral Integrity Affidavit (must be notarized)
- 2.5 Corporate Resolution Form
- 2.6 MacBride Principals Form
- 2.7 Set-off for State Tax
- 2.8 Sub-Consultant Identification Form
- 2.9 Cost Proposal Forms

1.3. RFP and Proposal Clarification

All inquiries concerning this RFP including administrative and technical questions shall be made in writing and directed to Nadereh Moini, Ph.D, P.E., P.T.O.E., P.T.P. Chief of Transportation, at nmoini@njsea.com. All questions must be received on or before December 30, 2022 to be considered for a response. Inquiries will be answered at the discretion of the NJSEA in the form of a written addendum to this RFP to be posted on the NJSEA website and distributed to all registered respondents. Respondents must register their contact information with the NJSEA in order to receive notices and responses to questions regarding this RFP. **Verbal answers will not be binding.**

After the submission of Proposals, unless initiated by the NJSEA, contact with the NJSEA is limited to status inquiries only and such inquiries are only to be directed to the Chief of Transportation.

A Respondent may be required to give an oral presentation to the NJSEA concerning its Proposal. The NJSEA may also require a Respondent to submit written responses to questions regarding its Proposal.

The purpose of such communication with a Respondent, either through an oral presentation or a letter of clarification, is to provide an opportunity for the Respondent to clarify or elaborate on its Proposal. Original submitted Proposals, however, cannot be supplemented in a manner that results in material changes to the bid. No comments regarding other Proposals are permitted.

Respondents may not attend presentations made by their competitors.

It is within the NJSEA's discretion whether to require a Respondent to give an oral presentation or require a Respondent to submit written responses to questions regarding its Proposal. Action by the NJSEA in this regard shall not be construed to imply acceptance or rejection of a Proposal. The Chief of Transportation shall be the sole point of contact regarding any request for an oral presentation or clarification.

1.4. Respondent Qualification

A. Respondents wishing to be considered for selection as a potential provider of such services in connection with the proposed project must submit to the NJSEA a current statement of qualifications and supporting data for their firm and assigned staff to this project. The respondent shall provide the firm's experience on the execution of similar projects and capability of the firm to perform this project timely and efficiently. Respondents shall provide detailed resume information for the key personnel that will be assigned to work on each task of this project.

B. Please note that Respondents are discouraged from presenting the resumes of firm personnel who will not play a significant role in carrying out the work program for the Project. The proposed contributions of key personnel shall be quantified in the detailed project budget. If the Respondent intends to team with another firm, information regarding said firm shall be submitted as part of the Qualifications section of the proposal, and proposal shall explicitly define which tasks will be performed by each firm. The internal organization chart shall be developed to demonstrate the mechanism of connection between staff of each firm to perform tasks effectively. Materials regarding general firm qualifications shall be limited to no more than five (5) pages. Resumes of key personnel shall be limited in length to no more than two (2) pages per person focusing on the pertinent experience.

C. Respondents shall provide contact information (Reference's name, email, phone number, and agency) for at least three (3) references for prior relevant experience.

1.5. Directions for Submitting Proposals

A. As previously indicated, proposals must be received electronically no later than 5:00 p.m. on **January 20, 2023** to the email address defined on Section 1.2. Extensions will NOT be granted.

B. **Proposals shall contain the following (in addition to compliance and other forms as set forth herein):**

1. Cover page;
2. Title page on company letterhead indicating the name, address, telephone and fax numbers of the respondent, as well as the primary contact person and their email address;
3. Narrative statements regarding the project understanding and approach to perform On-Call Regular/Emergency, and Project-based IT services;
4. Cost Proposal Form;
5. Required forms and documents described above in Section 1.2B and presented in Section 2.00;

6. Firm qualifications (no more than 5 pages per firm);
7. Resumes of key personnel to be assigned to the project team (no more than 2 pages per person); and
8. Three (3) prior relevant work references.

C. Cost Proposal:

The respondent shall complete the cost proposal form depicted in Section 2.3.9.

1.6. New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, vendors must provide proof of valid business registration with the Division of Revenue in the New Jersey Department of Treasury prior to the time a contract, purchase order, or other contracting document is awarded or authorized.. Respondent's business registration certificate should be submitted contemporaneously with the submittal.

1.7. Causes for Rejection

A. Proposal Submittals may be rejected for any or all of the following reasons:

1. Failure to be responsive to these Documents;
2. Failure to include any required information with the submittal;
3. Determination of an actual or perceived conflict of interest;; and/or
4. Failure to disclose a potential conflict of interest.

B. The NJSEA reserves the right to waive any and all irregularities and informalities in the submission of proposals, and to request clarification of proposals prior to qualifying a firm.

1.8. Evaluation of Proposal Submittals, Negotiations, and Award of Contract

A. Selection:

Proposals will be ranked by an evaluation committee based on factors stated in the following section. While not anticipated at this time, the NJSEA reserves the right to request an interview with Respondents if deemed necessary.

B. Evaluation Criteria:

Proposals will be evaluated based on the following:

1. Experience and qualifications of the firm and staff: **(30 points)**
 - 1.1. Demonstration of the availability of qualified and experienced personnel to perform the required regular and emergency services remotely or on-site; **(20 points)**
 - 1.2. Demonstration that the firm has the experience and capability to fulfill the objectives and scope of work set forth in this RFP; **(10 points)**
2. Cost Proposal: **(70 points)**
 - 2.1. On-Call Regular IT services defined under Section 1.1.C.1 (50 Points)

2.2. Project-based IT services defined under Section 1.1.C.2 (20 Points)

The Total Project Cost Score (TPCS) in points is calculated based on adding the score of On-Call Regular IT Services (SOCR) and Project-based IT services (SPB). The score for each category is calculated using following formulas:

$$TPCS = SOCR + SPB$$

$$SOCR = 50 * \left[1 - \frac{PPC - LPC}{APC} \right];$$

$$SPB = 20 * \left[1 - \frac{PPC - LPC}{APC} \right]$$

Where,

PPC: The Proposed Project Cost submitted by the respondent for each classified service (SOCR and SPB)

LPC: The Lowest Project Cost of all the submitted Proposals for each classified service (SOCR and SPB)

APC: The Average Project Cost of all the submitted Proposals for each classified service (SOCR and SPB)

1.9. Project Time Period

Work under this project shall continue for three (3) years from the effective date of the contract, with the option to extend the term for a maximum of two (2) additional periods of one (1) year each to be exercised by the NJSEA, at its sole discretion.

1.10. Contract Negotiation and Award

The NJSEA will award the project to the most qualified, responsible Respondent whose Proposal conforms in all respects to the requirements set forth in the RFP and is deemed to be most advantageous to the NJSEA, price and other factors considered.

Pursuant to N.J.S.A. 52:34-12(f), after the Proposals are evaluated and ranked, the NJSEA reserves the right to negotiate the cost and contract terms of a proposed contract award with the potential winning Respondent. Such negotiations shall remain confidential until the Notice of Award. The NJSEA reserves the right to seek a Best and Final Offer (BAFO) from the winning Respondent. The BAFO may refine any portion of its original Proposal; however, all of the mandatory requirements of the RFP must be met and cannot be supplemented through the BAFO process. In response to the negotiation and BAFO process, the Respondent shall submit, in writing, any required revisions to its Proposal along with its BAFO submittal.

The Project shall be awarded by written notice. Within 14 days of the date of the Notice of Award, the responsible qualified Respondent shall properly and duly execute the Contract and deliver to

the NJSEA the insurance certificate as detailed in this RFP. All evaluation, rankings, negotiations, and selections are subject to NJSEA Board approval.

The Award is not binding upon the NJSEA until the NJSEA has executed the Contract. No person shall perform any Work in furtherance of the Contract until the Contract has been executed.

End of Section 1.00

SECTION 2.00
PROPOSALS TERMS, CONDITIONS, FORMS AND DOCUMENT

2.1. Instructions

2.1.1. New Jersey Business Registration

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

Prior to the contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

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

Before final payment is made under the contract, the contractor/proposer shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

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

2.1.2. Ownership Disclosure

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the Proposal or accompanying the Proposal of said corporation or partnership, Respondents shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. This requirement applies to all

forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

The included Ownership Disclosure Form in this section shall be completed and attached to the Proposal. Failure to submit such document is a non-waivable defect and the submittal will be deemed non-responsive and rejected.

2.1.3. Public Law 2005, Chapter 51, N.J.S.A. 19:44a-20.13-25 (Formerly Executive Order 134) and Executive Order 117 (2008)

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

On September 24, 2008 Governor Jon S. Corzine issued Executive Order No. 117 (“E.O. 117”), which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

Pursuant to the requirements of this Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

2.1.3.2. Definitions - For the purpose of this section, the following shall be defined as follows:

1) Reportable Contributions – contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.

2) 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. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) 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 (viii) with respect to an individual who is included within the definition of

“business entity”, that individual’s spouse or civil union partner and any child residing with that person. Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

3) Officer – a president, vice president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.

4) Partner – one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.

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

2.1.3.4. Certification and Disclosure Requirements:

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

2) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by either Chapter 51 or Executive Order 117 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. 527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available

for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>, shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

3) Further, the IT Consultant 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. The required form and instructions, available for review on the Purchase Bureau website shall be provided to the intended awardee with the Notice of Intent to Award.

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

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

2.1.4. Joint Venture

If a joint venture is submitting a Proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's Proposal. Authorized signatories from each party comprising the joint venture must sign the Proposal. Each party to the joint venture shall submit with the Proposal all completed documents listed in Section 3.6.

2.1.5. Sub-consultant

The Respondent shall provide name of all sub-consultants to whom the Respondent anticipates to subcontract if awarded a Contract. The included Sub-consultant Identification Form in this section shall be completed and attached to the Proposal.

Consent of the NJSEA to allow work to be subcontracted does not relieve the IT Consultant of its responsibility for the Work, nor does it relieve the Surety of its obligations under the bond. The IT Consultant is responsible for the work of Sub-consultants. Ensure that the work performed by Sub-consultants conforms to the Contract.

The NJSEA's consent to subcontract any part of the Work shall not be construed as approval of the subcontract or its terms, but only as approval of the IT Consultant's request to subcontract to its chosen Sub-consultant.

Any and all Sub-consultants to a Contractor shall submit with the Proposal all completed documents listed in this section, except the Proposal Form.

2.1.6. Cost Proposal

The Cost Proposal shall be submitted on the Cost Proposal Forms, attached herein Section 2.

2.1.7. Proposal Delivery and Identification

All Proposal submittals must be sent electronically to the following email address no later than 5:00 p.m. on **January 20, 2023**. Proposals will NOT be accepted after the aforementioned date and time.

Nadereh Moini, Ph.D, P.E., P.T.O.E., P.T.P.
Chief of Transportation
nmoini@njsea.com

If made by a corporation (joint venture, associated firms, etc.), the Proposal shall be signed by a corporate officer authorized to do so. If made by an individual, that individual shall sign it. If the Respondent is a company or partnership, one or more of the partners shall sign.

Any Proposal Submittal may be withdrawn prior to the aforementioned closing time for receipt of Proposal Submittals by sending an email to nmoini@njsea.com.

2.1.8. Document Examination

In the event the Respondent discovers a discrepancy, error, omission, or ambiguity in the Proposal, or if the Respondent has any doubt or question as to the intent or meaning of the RFP, the Respondent must immediately notify the NJSEA. In the event the Respondent fails to notify the NJSEA of such ambiguities, errors or omissions, the Respondent shall be bound by the requirements of the RFP and the Respondent's Proposal.

The Respondent assumes sole responsibility for the complete effort required in submitting its Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Respondent's failure to be knowledgeable as to all of the requirements of this RFP.

2.1.9. Interpretation and Addenda

No oral interpretation and or clarification of the meaning of this RFP will be made to any Respondent. All technical and administrative questions regarding this RFP shall be submitted in writing to Nadereh Moini, NJSEA Chief of Transportation, via email to: nmoini@njsea.com on or before December 30, 2022.

Changes to the RFP may be made only by the NJSEA via written addenda. Only the interpretations and/or corrections issued as a written Addendum to the RFP by the NJSEA, shall be binding. No other source is authorized to give information regarding any explanation or interpretation of the RFP. The NJSEA's interpretations or corrections issued via addenda shall be final unless superseded by subsequent addenda. All addenda so issued shall become part of this RFP and part of any Contract awarded as a result of this RFP.

All addenda shall be posted on the NJSEA's website at: www.njsea.com. **Respondents are required to register their contact information with the NJSEA in order to receive notices and responses to questions regarding the RFP.** Respondents shall email contact information to nmoini@njsea.com. It is the sole responsibility of the Respondent to be knowledgeable of all addenda related to this procurement.

Receipt of Addenda must be acknowledged in the space provided for such purpose in the Proposal Submittal Form. Compliance by the Respondent with issued addenda is required whether or not receipt is acknowledged.

2.1.10. Cost Liability

The NJSEA assumes no responsibility and bears no liability for costs incurred by a Respondent in the preparation and submittal of a Proposal in response to this RFP.

In the event the NJSEA rejects any or all Proposals for any reason whatsoever, any rejected Respondent shall not be entitled to compensation in connection with the preparation and submittal of the Proposal or compensation for profits anticipated had the Contract been awarded to the Respondent.

2.1.11. Contents of Proposal

Subsequent to the Award by the NJSEA, all information submitted by the Respondent in its Proposal and Cost Proposal is considered public information, except as may be exempted from public disclosure under the law including the Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

2.1.12. Sales Tax

Sales taxes should NOT be included in the Cost Proposal. The winning respondent will receive a copy of the New Jersey State Sales Tax Form ST-13 Contractor's Exempt Purchase Certificate. The contents of the form may be viewed at: http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

2.1.13. New Jersey Prompt Payment Act

The New Jersey Prompt Payment Act (N.J.S.A. 52:32-32 et seq.) requires state agencies to pay for goods and services within sixty (60) days of agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of the receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by State agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

2.2. Proposal Document Check List

In addition to the submission requirements listed in Section 1.5, the following documents must be included in the Proposal. The NJSEA reserves the right to reject a Proposal for failure to submit any of the following forms or documents.

	PROPOSAL SUBMISSION REQUIREMENT	Respondent's Initials
1	Proposal Submittal Form	
2	Affidavit of Authorization (must be notarized)	
3	Non-Collusion Affidavit (must be notarized)	
4	Moral Integrity Affidavit (must be notarized)	
5	Corporate Resolution Form	
6	MacBride Principals Form	
7	Set-off for State Tax	
8	Sub-Consultant Identification Form	
9	Cost Proposal Form	

2.3. FORMS

2.3.1. STATE OF NEW JERSEY – NJSEA Proposal Submittal Form

TO: New Jersey Sports & Exposition Authority (NJSEA)

RE: Transportation On-Call IT Services

This Proposal Submittal will not be accepted after **5:00 p.m., Friday, January 20, 2023**. The Respondent agrees that this Proposal Submittal will not be withdrawn for a period of ninety (90) calendar days after the closing time for receipt of Proposal Submittals.

_____, the Respondent presenting this Proposal Submittal, hereby proposes and agrees to furnish all labor, and work necessary to perform all tasks.

The undersigned hereby acknowledges receipt of the following addenda:

ADDENDUM NUMBER/DATE _____

☐ No addenda were received.

The undersigned hereby acknowledges receipt and review of the complete RFP.

The Respondent declares that this Proposal Submittal is made without connection to any other person or persons making a submittal for the same work and is, in all respects, fair and without collusion or fraud.

The Respondent understands that the NJSEA reserves the right to reject any or all Proposal Submittals, or to waive any informality or technicality in any Proposal Submittal, if it deems such rejection or waiver to be in the best interest of the NJSEA.

The Respondent agrees that the Cost Proposal prices shall apply to all labor and services approved and used during the Work.

The Respondent agrees to be bound by the award of the Contract, and if awarded the Contract, to execute the Contract, to furnish the required insurance certificates, and to furnish all other information required by the Contract Documents within 14 days of the date of the Notice of Award.

The Respondent agrees to perform all of the Work described in the RFP.

If a Corporation:

Typed Name of Corporation: _____

Typed Business Address:

Typed Telephone Number: _____

FEIN/SSN: _____

Incorporated under the laws of the State of _____(if not New Jersey, then
Respondent has enclosed authorization to do business in New Jersey).

I am authorized and hereby do sign this Proposal Submittal:

Typed Name of Signer: _____

Typed Title of Signer: _____

Typed Name of President: _____

Typed Name of Secretary: _____

Typed Name of Treasurer: _____

Dated: _____(Affix Corporate Seal)

If a Partnership, Individual, or Non-Incorporated Organization:

Typed Name of Company: _____

Typed Address: _____

Typed Telephone Number: _____ FEIN/SSN: _____

I am authorized and hereby do sign this Proposal Submittal:

Typed Name of Signer: _____

Typed Title of Signer: _____

Dated: _____

2.3.2. STATE OF NEW JERSEY – NJSEA Affidavit of Authorization

State of _____

ss:

County of _____

_____, being duly sworn, deposes and says that
he/she resides at

_____, that he/she is the (TITLE)

_____ who signed the Proposal for this Contract, that he/she
was duly authorized to sign, that the Proposal is a true offer of the Respondent, that the
seal attached is the seal of the Respondent, and that all declarations and statements
contained in the Proposal are true to the best of his knowledge and belief.

(Type or print name of affiant under signature)

Subscribed and sworn to

before me this _____ day

of _____ 20____.

(Notary Public)

My commission expires _____, 20____

2.3.3. STATE OF NEW JERSEY – NJSEA Non-Collusion Affidavit

STATE OF _____

ss:

COUNTY OF _____

I, _____, the (TITLE) _____ 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 (NAME) _____ in the
firm of _____ the
Respondent making the Proposal for this Contract;

I execute the said Proposal with full authority to do so;

Said Respondent has not directly or indirectly entered into any agreement, participated
in any collusion, or otherwise taken any action to restrain free, competitive bidding in
connection with the above named Project; and,

All statements contained in said Proposal and in this affidavit, are true, correct, and made
with the full knowledge that the NEW JERSEY SPORTS & EXPOSITION AUTHORITY
relies upon the truth of the statements contained in the Proposal and this affidavit in
awarding the Contract for the Project.

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

(Name of Respondent)

(Type or print name of affiant under signature)

Subscribed and sworn to
before me this _____ day
of _____ 20 _____.

(Notary Public)

My commission expires _____ 20 _____

2.3.4. STATE OF NEW JERSEY – NJSEA Moral Integrity Affidavit

STATE OF _____

ss:

COUNTY OF _____

I, _____, the (TITLE) _____ of (COMPANY) _____, hereinafter called the Respondent, being first duly sworn; deposes and says that:

1. The Respondent has submitted a Proposal to the New Jersey Sports & Exposition Authority regarding this RFP on (DATE) _____.

2. The Respondent wishes to demonstrate moral integrity to the satisfaction of the New Jersey Sports & Exposition Authority.

3. As of the date of signing this affidavit, neither the Respondent, nor any of his employees, officers, or directors are involved in any federal, state or other governmental investigations concerning criminal or quasi-criminal violations, except as follows (if none, so state):

4. Neither the Respondent nor any of his/her employees, officers or directors have ever committed any violation of a federal or state or quasi-criminal statute, except as follows (if none, so state):

_____.

5. The Respondent is incorporated in the State of _____.

6. If the answer to question #5 is other than New Jersey, that the Respondent has received from the Secretary of the State of New Jersey, a certificate authorizing the corporation to conduct business in New Jersey.

7. The names and addresses of the principals, shareholders and officers of the Respondent are as follows:

Moral Integrity Affidavit (Continued)

(Use additional sheets, as required)

8. He/She is personally acquainted with the operations of the Respondent, has full knowledge of the factual basis comprising the contents of this Affidavit, and knows the contents are true.

9. This Affidavit is made to the New Jersey Sports & Exposition Authority to accept the Proposal for this Contract, knowing that the New Jersey Sports & Exposition Authority relies upon the truth of the statements contained herein.

(Name of Respondent)

(Type of print name of affiant under signature)

Subscribed and sworn to
before me this _____ day
of _____ 20_____.

(Notary Public)

My commission expires _____, 20_____

2.3.5. STATE OF NEW JERSEY – NJSEA Corporate Resolution Form

BE IT RESOLVED, By the Board of Directors of _____ that the President (_____) be and hereby is authorized to make, execute and deliver a contract FOR:

Transportation On-Call IT services, with the NEW JERSEY SPORTS & EXPOSITION AUTHORITY (NJSEA) and that the Secretary (_____) be and hereby is authorized to attest to the execution of the same and affix the corporate seal thereto.

BOARD OF DIRECTORS

SECRETARY

(Corporate Seal)

I HEREBY CERTIFY that the foregoing is an exact copy of a Resolution by the BOARD of Directors of (_____) adopted at a (_____) meeting held on _____ at which quorum was present.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of (_____) this _____ day of _____, 20____.

SECRETARY

(SEAL)

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

(Notary Public)

My commission expires _____, 20____

2.3.6. STATE OF NEW JERSEY – MACBRIDE Principals Form



MACBRIDE PRINCIPLES FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

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

Signature

Date

Print Name and Title

2.3.7. STATE OF NEW JERSEY – NJSEA Notice To All Respondents Of Set-Off For State Tax

**FOR CONTRACT WITH
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY**

Please be advised that, pursuant to L. 1995, c. 159, effective January 1, 1996, and codified at N.J.S.A. 59:49-19 and N.J.S.A. 59:49-20, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the state of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods and services or construction projects, at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, which pursuant to N.J.S.A. 43:21-14.4 also includes any indebtedness greater than or equal to \$300 that is due to the Unemployment Compensation Fund, the State Disability Benefits Fund, and the Family Temporary Disability Leave Account, the Director of the Division of Taxation or the Office of Management and Budget shall seek to set off that taxpayer's, partner's or shareholder's share of the payment of that indebtedness. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off.

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

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

"I HAVE BEEN ADVISED OF THIS NOTICE"

Company: _____

Signature: _____

Print or Type Name of Signer: _____

Print or Type Title of Signer: _____

Date: _____

2.3.8. STATE OF NEW JERSEY – NJSEA SUB-CONSULTANT IDENTIFICATION FORM

Furnish below the company name, address, telephone number, and name of contact person for each sub-consultant, if any, to be used in the Work for this Project. Experience statements shall be attached hereto for each sub-consultant.

If no work will be subcontracted, indicate NONE.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

2.3.9. STATE OF NEW JERSEY - NJSEA COST PROPOSAL FORMS

Table A: Monthly Service Cost Proposal Form

Monthly Service Fee*		
	Description	Subtotal
Task 1	Management (maintenance, monitor, upgrade, and documentation) of six (6) Physical servers	
Task 2	Management (maintenance, monitor, upgrade, and documentation) of ten (10) Virtual servers	
Task 3	Management (maintenance, monitor, upgrade, and documentation) of one(1) SAN	
Task 4	Backup Management (maintenance, monitor, upgrade, and documentation)	
Task 5	Management of four (4) Peripheral equipment (UPS, switches, ISCSI)	
Total Monthly Fee		Sum of all

*Work/Services stated under Section 1.1. C.1.On-Call Regular IT services

Table B: IT Labor Cost Proposal Form

IT Labor Service Cost**		
	Description	Hourly Rate
L1	IT Engineer/Technician- Business Hours	
L2	IT Engineer/Technician- Non-Business Hours	
T1	Travel per visit (Address: One DeKorte Park Plaza, Lyndhurst NJ)	
Total		Sum of all

**Work/Services stated under Section 1.1.C.2.Project-based IT services

End of Section 2

SECTION 3.00
CONTRACT TERMS, CONDITIONS, FORMS, AND DOCUMENTS

3.1. Payment and Completion

3.1.1. Review and Acceptance of Applications for Payments

Upon completion of monthly regular and project-based IT services, the IT Consultant can submit a payment application.

The NJSEA may refuse to recommend any such payment to such extent as may be necessary, in the NJSEA's opinion, to protect the NJSEA from loss. Reasons for refusing to recommend payment, or for nullifying payments previously made, include but are not limited to the following:

- Unacceptable deliverables.
- Failure to coordinate Work with Sub-consultants or other entities.
- Failure of the Consultant to make payments properly to Sub-consultants, manufacturers, or suppliers.
- Failure to satisfactorily prosecute the Work in accordance with the RFP and Contract Documents.
- Liens filed in connection with the Work.
- Failure to comply with Affirmative Action goals and objectives in accordance with the requirements of both N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.
- Failure to maintain insurance and/or to provide proof of insurance.

3.1.2. Review and Acceptance of Application for Final Payment

After the NJSEA has notified the IT Consultant of the acceptance of the final Work, the application for the final payment shall also be submitted to NJSEA.

If any Sub-consultant or supplier fails to furnish a release or receipt in full, the IT Consultant may furnish a bond or other collateral (satisfactory to the NJSEA) to indemnify the NJSEA against any lien. Final payment shall not be made by the NJSEA unless the IT Consultant supplies all releases or waivers of liens.

If the NJSEA's review indicates the application or any of the accompanying documentation is not in order, the NJSEA shall return the application for the final payment to the IT Consultant, indicating in writing the reasons for not recommending payment. The IT Consultant shall address all the NJSEA's concerns, make the necessary additions and/or corrections, and resubmit the application.

3.2. Waiver of Claims

The issuance of payment by the NJSEA, and the acceptance of same by the IT Consultant, shall not constitute a waiver by the NJSEA of any rights with respect to the IT Consultant's continuing obligations under the Contract Documents.

The IT Consultant's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. The recommendation of the NJSEA to pay any application for payment, any use or acceptance of the Work by the NJSEA or a failure to do so, or the NJSEA's correction of any defective Work shall not constitute acceptance of Work not in accordance with the Contract Documents or a release of the IT Consultant's obligation to perform the Work in accordance with same.

3.3. Suspension of Work & Termination

Upon seven days written notice to the IT Consultant, the NJSEA may elect to abandon the Work and terminate the Contract without cause and without prejudice to any other right or remedy. In such case, the IT Consultant shall be paid for all completed Work.

3.4. NJSEA Right to Deduct Monies

The IT Consultant shall pay to the NJSEA, and the NJSEA shall have the right to deduct the full amount of all expenses, losses, damages and costs from all monies due, or to become due, the IT Consultant under this Contract for any defect, omission, or mistake of the IT Consultant or his employees, and the repairs of same, as determined by the NJSEA.

3.5. Financial Records

The IT Consultant and all Sub-consultant(s) shall maintain their books, records, financial documents and all financial records relevant to the Project pursuant to the Contract Documents in accordance with generally accepted accounting principles.

3.6. Ethics Standards

The IT Consultant must not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJSEA employee, or agent as defined by N.J.S.A. 52:13D-13b. and N.J.S.A. 52:13D-13e., or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee or agent, or any partnership, firm or corporation with which they are employed or associated, or in which such employee or agent has an interest within the meaning of N.J.S.A.52:13D-13g.

3.7. Applicable Laws - General

This Contract shall be construed and governed by the laws of the State of New Jersey. It is the IT Consultant's responsibility to be aware of and comply with Federal, State, and local laws, ordinances, rules, and regulations, and orders and decrees of bodies or tribunals having jurisdiction or authority that affect those engaged or employed on the Work, or that affect the conduct of the Work.

The IT Consultant shall observe and comply with, and ensure the IT Consultant's agents and employees observe and comply with, laws, ordinances, rules, regulations, orders, and decrees.

The IT Consultant shall defend and indemnify the NJSEA and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the IT Consultant or the Consultant's agents or employees, Sub-consultants of any tier, or suppliers.

If discrepancies or inconsistencies are discovered between any document of the Contract and any law, ordinance, regulation, order, or decree, the Consultant shall immediately notify the NJSEA in writing. The IT Consultant shall obtain permits, grants, licenses, authorizations, certifications, and other approvals for the prosecution of the Work, except where the NJSEA has already procured such permits, grants, licenses, authorizations, certifications, and other approvals.

The IT Consultant shall comply with all required permits, grants, licenses, authorizations, certifications, and approvals. The NJSEA reserves the right to suspend the Work if the IT Consultant fails to comply with required permits, grants, licenses, authorizations, certifications, and approvals.

The IT Consultant shall provide to the NJSEA, whenever requested, documentation pertaining to any noncompliance by the IT Consultant and related corrective actions taken. The IT Consultant is responsible to pay fines levied against the Consultant, its agents, employees, and Sub-Consultants that arise out of or are alleged to arise out of noncompliance with permits, grants, licenses, authorizations, certifications, or approvals.

The NJSEA will recover from the IT Consultant costs due to fines levied against the NJSEA that arise out of, or are alleged to arise out of, noncompliance by the IT Consultant, its agents, employees, and Sub-Consultants with permits, grants, licenses, authorizations, certifications, or other approvals.

The NJSEA may hold the IT Consultant responsible for all engineering, inspection, permits, and administration costs (including overhead) incurred because of the IT Consultant's noncompliance.

Regarding any claim arising from a breach of Contract, tort (including negligence), or otherwise, the NJSEA will not be liable to the IT Consultant for any special, consequential, incidental, or penal damages, including, but not limited to, loss of profit or revenues, loss of rental value for Consultant-owned equipment, damages to associated equipment, cost of capital, or interest.

There shall be no liability upon the NJSEA or authorized representatives of the NJSEA, either personally or as officials of the State, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the State.

3.8. Equal Employment Opportunity

During the performance of this contract, the IT Consultant agrees as follows:

- The IT Consultant or Sub-consultant, 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 IT Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 IT Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided to the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- The IT Consultant or Sub-consultant, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the IT Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin,

ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

- The IT Consultant or sub-Consultant will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the IT Consultant's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- The IT Consultant or Sub-Consultant where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.
- The IT Consultant or Sub-Consultant agrees to make good faith efforts to meet targeted county employment goals established in accordance with **N.J.A.C. 17:27-5.2.**
- The IT Consultant or Sub-Consultant agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- The IT Consultant or Sub-Consultant 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.
- In conforming with the targeted employment goals, the IT Consultant or Sub-Consultant agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance.)

The IT Consultant and its Sub-Consultant shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program 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 Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

3.9. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made part of every contract entered into on behalf of the NJSEA, except those contracts which are not within the contemplation of the Act. The Respondent's signature on the proposal is his/her guarantee that neither he/she nor any Sub-

Consultants might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Consultant Registration Acts; the Respondent's signature on the proposal is also his/her guarantee that he/she and any Sub-Consultants might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Consultant Registration Acts, where required. Additional information is available at: www.state.nj.us/labor/lssc/lspubcon.html.

3.10. The Public Works Consultant Registration Act

The New Jersey Public Works Consultant Registration Act requires all Consultants, Sub-consultants and lower tier Sub-Consultants who submit proposals on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>.

3.11. IT Consultant's Compliance

The IT Consultant and all Sub-Consultants shall provide the NJSEA with a Public Works Consultant Certificate certifying that all employees employed by the IT Consultant or by any Sub-Consultant have been paid wages not less than those required by the Contract in compliance with N.J.S.A. 34:11-56.25, et seq.

The IT Consultant shall perform the Work in accordance with the Contract Documents. The IT Consultant shall be solely responsible for the means, methods, techniques, sequences, and procedures of his work. The IT Consultant shall be responsible for the finished Work complying accurately with the Contract Documents.

The IT Consultant shall provide a competent representative, who shall not be replaced without written notice to the NJSEA, except under extraordinary circumstances. Consultant's representative shall have the authority to act on behalf of the IT Consultant. All communications given to the representative shall be as binding as if given to the Consultant.

The IT Consultant shall be responsible for providing competent, suitably qualified personnel to perform the Work required by the Contract Documents. The IT Consultant shall be responsible for removing any person from the Project who appears to be incompetent, unfaithful, disorderly or otherwise unsatisfactory. Said person shall not again be employed in the Project without the written consent of the NJSEA.

The IT Consultant shall be responsible for the proper and timely submittal of the required documents for all equipment and materials so as to not delay the progress of the Work. The IT Consultant shall be fully responsible to the NJSEA for all acts and omissions of his Sub-Consultants, suppliers, organizations, and other persons performing or furnishing any of the Work. Nothing in the Contract Documents shall create any contractual relationship between the NJSEA, and any such Sub-Consultant, supplier, organization or other person.

The IT Consultant shall give all notices and comply with all laws and regulations applicable to furnishing and performing the Work. If the IT Consultant performs any work that is contrary to such laws and/or regulations, he/she shall be responsible for all costs arising thereof. If the IT Consultant observes that

the Contract Documents are at variance with these laws and/or regulations, he/she shall promptly notify the NJSEA in writing.

The IT Consultant shall be responsible for all damages resulting from the performance of the Work. Should any claim be made against the NJSEA as a result of the performance of the Work, the IT Consultant shall attempt to promptly settle with such other party. No Work shall be delayed or postponed pending resolution of any disputes or disagreements.

The IT Consultant shall constantly give his personal attention to the faithful prosecution of the Work and shall keep the Work under his personal control. The IT Consultant shall not sublet the Work as a whole or substantial part of the whole, without the previous written consent of the NJSEA. The IT Consultant shall not assign any of the Work, or any monies payable under this Contract (or his/her claim thereto), without the written consent of the NJSEA.

3.12. Insurance

The IT Consultant shall furnish the NJSEA with satisfactory proof that he/she has obtained the insurance described below from insurance companies or underwriters licensed to do business in the States of New Jersey and satisfactory to the NJSEA. The certificates shall be submitted with the executed Contract(s). Work on the Contract will not be permitted to proceed until the certificate has been received and verified.

All insurance that will be required to be maintained by the IT Consultant shall be in the amounts and for the coverage's specified herein. Specific reference to the Contract shall be made in all policies.

The IT Consultant shall keep such insurance in force until each and every obligation assumed under the Contract has been fully and satisfactorily performed. The NJSEA shall be named as additional insured under all the policies, except the Compensation Insurance.

All insurance certificates shall stipulate that the insurance will not be changed or canceled without giving at least thirty (30) days written notice to the NJSEA by certified mail.

The IT Consultant will be asked to furnish a bond or other security, for the full Contract Amount, to be used by the NJSEA for project completion in the event the IT Consultant files for bankruptcy.

- **Professional Liability Insurance** - shall be maintained during the course of this agreement. Said insurance shall consist of an errors and omissions policy in the amount of one million dollars (\$1,000,000). The IT Consultant shall pay any policy deductibles. Any and all subcontractors also must maintain insurance to cover their work associated with the project or alternatively such subcontractors must be insured under the policy of the consultant.
- **Compensation Insurance** - coverage "B", as required by state law for all employees who will be engaged in the work associated with this Contract. The IT Consultant shall require all subcontractors to provide similar workmen's compensation insurance for all of their employees, unless those employees are covered under the Consultant's insurance. If any employees engaged in hazardous work under this Contract are not protected under the workmen's compensation statute; the IT Consultant (and any subcontractors) shall also provide adequate employer's liability insurance protection of those employees.

3.13. Contract Document Check List

	Contract Submission Requirement	Initial each item submitted
1	Professional Liability Insurance	
2	Compensation Insurance Certificate	
3	Affirmative Action Compliance Form: Letter of Federal Affirmative Action Plan Approval; or Certificate of Employee Information Report; or Employee Information Report Form AA302	
4	Respondent's and all sub-Consultant's valid Certificate(s) of Business Registration or Interim Registration, pursuant to N.J.S.A. 52:32-44	
5	Ownership Disclosure Form, pursuant to N.J.S.A. 52:25-24.2	
6	Public Law 2005, Chapter 51 and Executive Order 117 (2008) Disclosure Form	
7	Public Law 2005, Chapter 271 Disclosure Form	
8	Disclosure of Investment Activities in IRAN Form	
9	Disclosure of Prohibited Activities in Belarus	
10	New Jersey Equal Pay Act (submitted to D.O.L. – State of NJ)	
11	Signed and Completed Contract	

3.14. Forms

3.14.1. STATE OF NEW JERSEY – NJSEA Affirmative Action Compliance

This form is a summary of the Consultant's requirement to comply with N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

Goods and Services (including professional services) Contracts

The IT Consultant shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- A photocopy of a valid letter that the Consultant is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); OR
- A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; OR
- A photocopy of an Employee Information Report (Form AA302) provided by the State of New Jersey Department of Treasury Division of Public Contracts and Equal Employment Compliance (NJPCEEC) and distributed to the public agency to be completed by the Consultant in accordance with N.J.A.C. 17:27-4.

The IT Consultant(s) must submit the copies of the AA302 Report to the NJSEA and NJPCEEC. The Public Agency copy is submitted to the public agency, and the IT Consultant copy is retained by the Consultant.

The undersigned IT Consultant certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned IT Consultant further understands that the Contract shall be declared null and void if said Consultant fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

After notification of award, but prior to signing the Contract, the IT Consultant shall submit to the public agency compliance officer and the NJPCEEC an initial project workforce report (Form AA201) provided to the public agency by the NJPCEEC for distribution to and completion by the Consultant, in accordance with N.J.A.C. 17:27-7.

The IT Consultant shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the NJPCEEC and to the public agency compliance officer. The Consultant shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

SIGNATURE: _____

COMPANY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Note: This notice must be completed, signed and returned with your signed contract.

3.14.2. STATE OF NEW JERSEY – NJSEA Proof of Valid Business Registration Certificate

FOR STATE AGENCY AND CASINO SERVICE CONTRACTS

DEPARTMENT OF TREASURY - DIVISION OF REVENUE


FOR CONTRACT NJSEA PROJECT: TRANSPORTATION ON CALL - IT SERVICES

The Respondent shall provide proof of valid Business Registration Certificate or Interim Registration with the New Jersey Department of Treasury, Division of Revenue.

If the Respondent is a joint venture, each party relating to such joint venture shall provide a copy of the Respondent's Business Registration Certificate (or Interim Registration). If Sub-Consultants are anticipated to be involved in the Work, each Sub-Consultant relating to the Contract shall provide a copy of the Respondent's Business Registration Certificate (or Interim Registration).

Copies of the Business Registration Certificate(s) shall be provided prior to award of contract.

3.14.3. STATE OF NEW JERSEY - Ownership Disclosure Form

	<p>STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY</p> <p>33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230</p>
---	--

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: _____ VENDOR {BIDDER}: _____

<u>PART 1</u>		
<p>PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO <u>N.J.S.A. 52:25-24.2</u></p> <p style="color: red;">PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FOR IS NOT REQUIRED.</p>		
	YES	NO
1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>
<p style="color: blue;">IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.</p> <p style="color: blue;">IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 – 4 BELOW.</p>		
2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?	<input type="checkbox"/>	<input type="checkbox"/>
3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies?	<input type="checkbox"/>	<input type="checkbox"/>
4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3?	<input type="checkbox"/>	<input type="checkbox"/>
<p style="color: blue;">IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.</p>		

<u>PART 2</u>	
<p>PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 – 4 ANSWERED AS "YES".</p> <p>If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.</p>	
<u>INDIVIDUALS</u>	
NAME _____	
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
NAME _____	
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
NAME _____	
ADDRESS 1 _____	
ADDRESS 2 _____	
CITY _____	STATE _____ ZIP _____
<p style="color: red;">Attach Additional Sheets If Necessary.</p>	


PART 2 continued PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES			
ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	
ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	
ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	
ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

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

CERTIFICATION	
<p>I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a <u>continuing obligation</u> from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to <u>criminal prosecution</u> under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Signature (Do not enter vendor ID as a signature)	Date
Print Name and Title	
FEIN/SSN	

3.14.4. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 51 and Executive Order 117 (2008) Disclosure Form



State of New Jersey
Department of the Treasury
Division of Purchase and Property
Two-Year Chapter 51/Executive Order 117 Vendor Certification and
Disclosure of Political Contributions

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

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

**Please check if requesting
recertification ☐**

Part 1: Business Entity Information

Full Legal Business Name _____
(Including trade name if applicable)

Address _____

City _____ State _____ Zip _____ Phone _____

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

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

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

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.
Also Note: "N/A" will not be accepted as a valid response. Where applicable, indicate "None."

<p>All Officers of a Corporation or PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>10% and greater shareholders of a corporation or all shareholders of a PC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>All Equity partners of a Partnership</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>All Equity members of a LLC</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

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

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

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

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)
2. Report below all contributions solicited or made during the 5 1/2 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee
3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

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

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

Part 3: Certification (Check one box only)

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)


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

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

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

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

3.14.5. STATE OF NEW JERSEY – NJSEA Public Law 2005, Chapter 271 Disclosure Form

	STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY
	33 WEST STATE STREET, P.O. BOX 0230 TRENTON, NEW JERSEY 08625-0230

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: _____ **VENDOR/BIDDER:** _____

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported 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. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			
		\$	
		\$	
		\$	
		\$	

Attach additional sheets if necessary

CERTIFICATION

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

Signature _____

Date _____

Print Name and Title _____

3.14.6. Disclosure of Investment Activities in IRAN Form



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 130 TRENTON, NEW JERSEY 08625-0130

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

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

Signature _____

Date _____

Print Name and Title _____

3.14.7. Disclosure of Prohibited Activities in Belarus



**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3**

CONTRACT / BID SOLICITATION TITLE _____

CONTRACT / BID SOLICITATION No. _____

CHECK THE APPROPRIATE BOX

I, the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Vendor/Bidder is not engaged in prohibited activities in Russia or Belarus as such term is defined in [P.L. 2022, c.3](#),¹ section 1.e, except as permitted by federal law.

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L. 2022, c.3, section 1.d.

OR

I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the Quote being rendered as non-responsive, and the Department/Division will not be permitted to contract with such person or entity, and if a Quote is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach Additional Sheets if Necessary.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative _____ Date _____

Print Name and Title of Authorized Representative _____

Vendor Name _____

¹ Engaged in prohibited activities in Russia or Belarus* means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

3.14.8. STATE OF NEW JERSEY - Equal Pay Act

New Jersey Equal Pay Act

“Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a Consultant performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.”

End of Section 3

TRANSPORTATION ON-CALL IT SERVICES

CONTRACT

Prepared By

New Jersey Sports & Exposition Authority

One DeKorte Park Plaza, Lyndhurst New Jersey 07071

www.njsea.com

January 2023

STATE OF NEW JERSEY
NEW JERSEY SPORTS & EXPOSITION AUTHORITY
CONTRACT

This Contract, effective on the latest date of signature at the last page, by and between the New Jersey Sports & Exposition Authority, One DeKorte Park Plaza, Lyndhurst, New Jersey, 07071, hereinafter called the NJSEA or the Authority, the party of the first part, and:

referenced herein as the IT Consultant, Contractor, or Respondent , the party of the second part (collectively referred to herein as the “Parties”).

WITNESSETH, that

Whereas, the NJSEA intends to have the IT Consultant provide professional services to manage, maintain, update, and monitor transportation servers, storages, and peripherals on a regular basis without any service interruption and respond to emergency needs 24 hours per day, 7 days per week (24/7);

hereinafter called the Project or the Work.

NOW, THEREFORE, the NJSEA and the IT Consultant, in exchange for the mutual consideration set forth herein, agree as follows:

1. PARTS OF CONTRACT

The parties agree that the conditions contained in the following documents, which comprise and are hereinafter called the Contract Documents, are made part of this Contract and are binding on both parties as if all conditions contained in the Contract Documents were set forth in this Contract:

- A. The entirety of this Request for Proposal (RFP) and Contract Documents.
- B. Addenda
- C. Proposal
- D. Cost Proposal
- F. Any other Contract Amendments

2. SCOPE OF WORK

The IT Consultant shall furnish all labor necessary for managing, maintaining, updating, and monitoring transportation servers (virtual and physical), and all pertinent equipment and

perform emergency services 24/7 when it is necessary in accordance with the Contract Documents.

3. CONTRACT TERM

Work under this Contract shall continue for three (3) years from the from the effective date of the Contract, with the option to extend the term for a maximum of two (2) additional periods of one (1) year each to be exercised by the NJSEA, at its sole discretion.

4. IT CONSULTANT

The IT Consultant shall have sole responsibility for the complete effort specified in the Contract. Payment will be made only to the IT Consultant. The IT Consultant shall have sole responsibility for all payments due to any Sub-Consultant(s). The IT Consultant is responsible for the professional quality, technical accuracy and timely completion of the Work and submission of all deliverables, services or commodities required to be provided under this Contract. The IT Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this Contract shall not in any way relieve the IT Consultant of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the NJSEA may have arising out of the Consultant's performance of this Contract.

5. SUB-CONSULTANTS

The IT Consultant agrees to bind every Sub-Consultant by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relations between any Sub-Consultant and the NJSEA. Relations between the IT Consultant and Sub-Consultants are further defined in the General Instructions (Section 3 and 4).

6. WORK

The IT Consultant agrees to furnish all the necessary labor to perform and complete all work and services in strict compliance with the Contract Documents.

7. PRICES FOR WORK

The IT Consultant will be compensated based on the agreed upon pricing as set forth in the Contract Documents.. The IT Consultant shall not be compensated separately for any loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

8. AVAILABILITY OF FUNDS

The NJSEA's obligation to pay the IT Consultant is contingent upon the availability of funds.

9. PAYMENTS

9.1. Payments shall be made to the IT Consultant for services performed under Section 1.1.C.1. Monthly invoices shall be submitted detailing work undertaken as part of On-Call Regular IT Services.

9.2. Payments shall be made on a reimbursable basis for services performed under Section 1.1.C.2. The IT Consultant shall submit a detailed invoice listing the work accomplished as part of Project-based IT Services. The NJSEA invoice shall show the total invoiced amount of the work performed and accepted as classified in the Cost Proposal Form - and a reference to the IT Consultant's detailed invoice. The IT Consultant's detailed invoice shall contain an itemized accounting of all charges accompanied by supporting documents and invoices furnished by Sub-Consultants or third parties.

9.3. The NJSEA shall notify the IT Consultant of any questions with the invoice. The NJSEA and the IT Consultant shall designate representatives to resolve any disputes, as necessary. In the event that disputes remain unresolved for an extended period, the NJSEA will pay the portion of the invoice not in dispute.

9.4 The cost to redo the work deemed deficient or unacceptable by the NJSEA Chief of Transportation, as well as any additional cost to correct the defective work, shall not be reimbursable under this contract. Classification of work as deficient shall be the sole determination of the NJSEA Chief of Transportation and shall not be subject to request for explanation or appeal.

10. WAIVERS

Neither the acceptance by the NJSEA nor any of its agents, nor any orders, nor any order by the NJSEA for the payment of money nor payment for, nor acceptance of, the whole nor any part of the work by the NJSEA nor any extension of time nor any possession taken by the NJSEA or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the NJSEA, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided, and in addition to all other suits, actions, or legal proceedings, the NJSEA shall also be entitled as of right to writ of injunction against any breach of any of the provisions of this Contract.

11. INDEMNIFICATION

11.1. The IT Consultant shall defend, indemnify, protect and save harmless the NJSEA, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature to the extent arising out of any act, error or omission in the performance of this Contract including, but limited to negligence, gross negligence, willful

misconduct, intentional tort, fraud, bad faith, or criminal behavior of the IT Consultant, his agents, servants, employees, or Sub-Consultants. The IT Consultant shall, at his own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim incurred in connection therewith. If any judgment shall be rendered against the NJSEA for which indemnification is provided under this paragraph, the IT Consultant shall, at his own expense, satisfy and discharge the same.

11.2. The NJSEA shall, as soon as practicable after a claim has been made against it, give written notice thereof to the IT Consultant, along with full and complete particulars of the claim. If the suit is brought against the NJSEA or any of its servants and employees, the NJSEA shall expeditiously forward or have forwarded to the IT Consultant every demand, complaint, notice, summons, pleading or other process received by the NJSEA or its representatives.

11.3. It is expressly agreed and understood that any approval by the NJSEA of services performed and/or reports, plans, or specifications provided by the IT Consultant shall not operate to limit the obligations of the IT Consultant assumed in this Section or in the other provisions of this Contract.

11.4. The IT Consultant hereby indemnifies, agrees to represent and defend, and holds harmless NJSEA's officers and employees against and from any and all damages arising from any claims against them or any of them that any of the software or other intellectual property provided by IT Consultant pursuant to the Contract infringes any patent, copyright, trademark, trade secret, or other intellectual property right.

12. NJSEA REQUIREMENTS

12.1. The NJSEA shall be the initial interpreter of the Contract Document requirements and judge of the acceptability of the Work thereof. Any claims, disputes and/or other matters relating to the above or to changes in a contract price will initially be referred to the NJSEA, in writing. Any changes in the task terms of the Contract, including changes in price, shall be made only by mutually agreed upon written amendment to this Contract.

12.2 The NJSEA may authorize minor variations in the Work, which do not involve an adjustment in a contract price and are consistent with the overall intent of the Contract Documents. If the IT Consultant believes that a variation issued as minor justifies an increase in a contract price, the IT Consultant may make a claim therefore.

12.3. The NJSEA may reject the Work believed to be defective. The NJSEA also has the authority to evaluate and test the system and the plan developed.

12.4. The NJSEA shall not be responsible for the means, methods, techniques, sequence or procedures of the IT Consultant's performance of the work, or the safety programs and precautions incident thereto. The NJSEA will not be responsible for the failure of the IT Consultant to furnish or perform the Work in accordance with the Contract Documents.

12.5. The NJSEA will not be responsible for acts of omission by the IT Consultant or any of his Sub-Consultants or suppliers furnishing or performing any of the Work.

13. SUCCESSORS AND ASSIGNS

This Contract and all of the covenants hereof shall inure to the benefit of and be binding upon the NJSEA and the IT Consultant respectively and his/her partners, successors, assigns and legal representatives. Neither the NJSEA nor the IT Consultant shall have the right to assign, transfer or sublet his interests or obligations hereunder without notice to and written consent of the other party.

14. GUARANTEE AND CORRECTION OF DEFECTIVE WORK

14.1. The IT Consultant warrants and guarantees to the NJSEA that all Work will be performed in accordance with all federal, state, and local laws, standards, and regulations and these Contract Documents; and that the Work will not be defective.

14.2. The IT Consultant represents and warrants to NJSEA that it is the owner of the products, services and processes provided to NJSEA pursuant to the Contract, and that neither the products, services, and processes, nor any part thereof, including any software and/or application, infringes or misappropriates any Copyright, patent, trademark, trade secret, or other intellectual property right.

15. ADVERTISING

The IT Consultant shall not use the NJSEA's name, logos, images, or any data or results arising from this contract without first obtaining the prior written consent of the NJSEA.

IN WITNESS THEREOF, _____ and
the NJSEA have executed this Contract at the place and on the date immediately adjacent to
their respective signatures.

FOR THE IT CONSULTANT:

(Signature)

(Date)

(Typed Name of Authorized Signatory)

(Typed Title)

FOR THE NJSEA:

Vincent Prieto
President & CEO

(Date)