

**Addendum 1**  
**June 25, 2025**  
**South Jersey Port Corporation**  
**SJPC-04-0068**  
**Port Planning Services**

**NOTICE**

**This Addendum is considered part of this Request for Proposals and must be acknowledged with your submission.**

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**ANSWERS TO FORMALLY SUBMITTED QUESTIONS**

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**Question 1.** Is SJPC considering the possibility of extending the proposal submission deadline?

**Answer 1.** The submission date will be extended to **Thursday, July 31, 2025, at 11:00 AM.**

**Question 2.** Can you share which firms currently provide these services?

**Answer 2.** The firms that are on the current list of prequalified Port Planners are:

AECOM, Jacobs, John Martin Associates, and Stantec

**Question 3.** Could you please provide the SJPC's Standard Form Template Professional Services Agreement?

**Answer 3.** Standard Form Template Professional Services Agreement is attached. Not to be completed at this time but will be necessary to complete upon successful award of a project assignment.

**Question 4.** Please provide Exhibits/Forms Q1 through Q20. **Answer 4.** Exhibits/Forms Q1 through Q20 are attached. Not to be completed at this time but will be necessary to complete upon successful award of a project assignment.

**Question 5.** I was reviewing the SPJC-04-0068 RFQ for Port Planning Services and noted that there appears to be information missing under the "Scope of Services" section. Aside from providing examples of relevant projects, there is no description of the actual scope of work for the consulting services. Could you kindly clarify what the scope of work is for this project?

**Answer 5.** The intent of this RFQ is to determine who is technically qualified to perform port planning. We will then maintain the resulting list of pre-qualified firms.

When in the future we have a need for a specific scope of services for port planning, we would then issue a request for proposals for that project to each of the prequalified firms on the list.

**Question 6.** The solicitation notes that the proposer must submit Form 48A. We were able to download a version of this form from the DPMC website; however, it does not include a category for Port Planning.

Answer 6. The NJ DPMC 48-A Prequalification Form currently does not have a line item for port planning. Therefore, the 48-A is not mandatory. However, if your firm has a current 48-A form issued by the NJ DPMC, then please include it with your submission.

**Question 7.** Additionally, I would appreciate your guidance on the following:

- How many project sheets are required for each category we intend to lead?
- Is there a requirement that these project sheets be from the past five years?
- Can project sheets be submitted by subconsultants, or must they be solely from the lead firm?
- Will there be a proposal meeting or presentation? If so, could you please share the details?

Answer 7. See below:

- The quantity of project sheets is entirely up to the responding firm to illustrate their port planning experience.
- Suggest starting with most recent experience. Project sheets may be submitted for project experience greater than 5 years in the past.
- No subconsultants needed, the experience project sheets should be from the responding firm.
- No proposal meeting or presentation will be held.

**Question 8.** Lastly, could you elaborate a bit more on the scope of work—particularly items H and I? Does this imply you are looking for simulation and/or planning services for these two cargo types?

Answer 8. The SJPC cargo mix is primarily break bulk, with some bulk cement and gypsum materials. We also handle project cargo. We are interested in increasing our business in all of these cargo types.

**Question 9.** Are you looking for teams that can fulfill all the planning services listed in the RFQ, or can a team submit a response under one or several of the categories of services? For example, would a statement of qualifications related to Strategic Planning and Intermodal Rail Analysis only be considered responsive?

Answer 9. Not looking for teams. When a specific scope of work is issued for RFPs, then you can add subconsultants in order to address all of the scope required.

Indicate which of the identified areas in port planning your firm currently has experience in, and that will be taken into account during the evaluation of proposals. Any capabilities your firm has will be considered responsive.

**Question 10.** Can you share the evaluation criteria and weightings?

Answer 10. Evaluation criteria include staff qualifications, overall firm's experience in the planning categories as called for in the RFQ, ability to perform, port and governmental experience, and firm's location.

**Question 11.** How many contracts do you anticipate awarding through this RFQ?

Answer 11. No contract awards will be made at this time. See Answer 5.

Since the prequalification period is for 5 years, SJPC does not have a forecast of potential assignments at this time.



**SAMPLE AGREEMENT FOR PROFESSIONAL  
SERVICES BETWEEN THE  
SOUTH JERSEY PORT CORPORATION  
AND**

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**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter the “Agreement”) is made as of this \_\_ day of \_\_, **2023** (the “Effective Date”) by and between \_\_\_\_\_, with principal offices located at \_\_\_\_\_, hereinafter referred to as “Contractor,” and **SOUTH JERSEY PORT CORPORATION**, a public body corporate and politic constituting an instrumentality of the State of New Jersey, with principal offices located at Two Aquarium Drive, Suite 100, Camden, NJ 08103, hereinafter referred to as “SJPC”.

**RECITALS**

**WHEREAS**, there exists a need by the SJPC to contract for \_\_\_\_\_, as needed (hereinafter the “Project”), as per SJPC Request for Proposal Number \_\_\_\_\_ (hereinafter the “RFP”);

**WHEREAS**, pursuant to the RFP, and the Contractor’s proposal thereto dated \_\_\_\_\_ (hereinafter the “Proposal”), the SJPC has selected the Contractor to serve as \_\_\_\_\_ to and for the SJPC to provide \_\_\_\_\_, as outlined in the RFP, as and when determined and requested by the SJPC in its sole discretion (hereinafter the “Services”);

**WHEREAS**, Contractor represents that it is qualified to perform the Services, and desires to so perform pursuant to the terms and provisions of this Agreement; and,

**WHEREAS**, this Agreement is awarded pursuant to, and consistent with, the South Jersey Port Corporation Act, N.J.S.A. 12:11A-1, et seq., and any statutes, administrative regulations, rules, and internal procedures governing SJPC’s procurement process; and,

**WHEREAS**, pursuant to SJPC Board action on \_\_\_\_\_, the SJPC desires to engage, and the Contractor desires to accept the engagement to provide the Services, all as more particularly set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration the receipt of which is hereby

acknowledged, the SJPC and the Contractor intending to be legally bound, hereby agree as follows:

### **TERMS OF AGREEMENT**

1. **TERM.** The initial term of this Agreement shall commence on the Effective Date and shall expire \_\_\_\_\_ year thereafter (hereinafter the “Termination Date”), unless terminated sooner by SJPC as set forth in this Agreement; provided however, that this Agreement shall remain in full force and effect for any Services requested by SJPC prior to the Termination Date and performed with the written consent of SJPC by the Contractor after the Termination Date (“Post Termination Services”). The SJPC shall have the option in its sole discretion to extend the term of this Agreement for \_\_\_\_\_ under the same terms and conditions by providing written notice to the Contractor prior to the Termination Date.
2. **SERVICES AND COMPENSATION IN GENERAL.** Copies of the RFP and the Proposal are annexed hereto as **Exhibits A** and **B** respectively. By this reference, the RFP and the Proposal are incorporated in and made a part of this Agreement, as if set forth herein in full. In case of conflict or inconsistency between the provisions of the RFP and Proposal on the one hand, and this Agreement on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency. In the event of an inconsistency between the RFP and the Proposal, the RFP shall govern.

The Contractor, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in the RFP and the Proposal. Contractor shall hold available to SJPC all officers, employees and facilities of Contractor to perform all the Services, as required and requested by SJPC, as more fully set forth in the RFP and Proposal. The employees listed in the Proposal will be the employees primarily responsible for SJPC matters, although other employees of the Contractor may work on SJPC matters. The SJPC shall compensate Contractor for the Services requested by SJPC, and performed by Contractor, in accordance with the terms of this Agreement, and as set forth in the Proposal.

3. **COMPENSATION.** Contractor shall be compensated in a total amount *not to exceed* \_\_\_\_\_ per year at hourly rates set forth in the Proposal.

Contractor shall be paid in accordance with this Agreement upon receipt and processing of an invoice as set out herein. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient

specificity shall be cause for rejection of the invoice until the necessary details are provided.

All costs and expenses incurred by Contractor shall be borne solely by Contractor unless specifically reimbursable under another provision of this Agreement, or specifically authorized in writing by the SJPC.

All services rendered by the Contractor will be compensated on the basis of the hourly rates for personnel performing the services, as set forth in the Proposal.

The SJPC will make payment to the Contractor for services rendered on SJPC matters at the rates described in the Proposal. The SJPC will be billed for all time spent on its behalf. The Contractor's invoices shall set forth the time spent by each employee, a detailed description of all work performed, and the amount of the fees and certain other charges that are reimbursable under the Proposal. Invoices normally will be rendered monthly for work performed, and any reimbursable charges and expenses recorded during the previous month. The SJPC will pay each invoice after approval by the SJPC Board of Directors and expiration of the Governor's veto period, unless the SJPC disputes the invoice, in which event the SJPC will notify the Contractor of such dispute within twenty (20) days of expiration of the Governor's veto period.

The Contractor shall not charge, and the SJPC shall not be obligated to pay, any fees, costs or expenses not detailed in this Agreement unless pre-approved by the SJPC in writing. SJPC shall not be obligated or liable under this Agreement to any party, other than the Contractor, for the payment of any monies or the provision of any goods or services.

It is understood and agreed that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the SJPC arising out of, or by reason of, the Services furnished under this Agreement.

4. **DUTIES OF CONTRACTOR.** Contractor shall, at the request of the SJPC, provide the Services as specified in the RFP and Proposal. Contractor's Services are for the sole and exclusive benefit of the SJPC, and no third-party beneficiary is intended. The provision of these Services by Contractor shall not relieve others of their responsibility to the SJPC. Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Agreement to comply with, all of the requirements of the RFP, and this Agreement. Pursuant to the RFP, Contractor may be requested to prepare design documents, or other such drawings and/or written specifications for a project, all of which will be subject to SJPC's review and reasonable approval. If SJPC requests revisions to the design documents, drawings or written specifications prepared by Contractor, and if same is within the Contractor's scope of services as described in the RFP, Contractor shall make the requested revisions without additional compensation, such that Contractor performs the Services, and prepares the design documents, drawings and/or written specifications in accordance with this Agreement.

The Contractor shall respond to only those requests for Services made by the SJPC's authorized representatives; but in no case shall respond to, or provide any Services hereunder, upon the request of any private citizen, person, firm, or other entity, except as expressly authorized by the SJPC.

The original files pertaining to SJPC matters in the possession of the Contractor, including, but not limited to, finished or unfinished data compilations, drawings, engineering plans, specifications, studies, and all such other documents/materials prepared for SJPC, shall be the property of SJPC; and same shall all be promptly delivered by Contractor to the SJPC upon termination of this Agreement.

5. **EEO OBLIGATIONS OF THE CONTRACTOR.** During the performance of this Agreement, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the SJPC's Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex.

The Contractor or subcontractor, where applicable will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided to the SJPC's contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et. seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor, where applicable agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor, where applicable 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;  
Certificate of Employee Information Report; or,  
Employee Information Report Form AA-302.

The Contractor and its subcontractors, if any, shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and the SJPC 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.

6. **LICENSING.** If the Contractor, or any of its employees, is required to maintain a license or certification in order to perform the Services which are the subject of this Agreement, then prior to the effective date of this Agreement, and as a condition precedent to it taking effect, Contractor and its employees shall maintain, hold, and have in place all such current licenses and certifications required to do business and/or operate in the State of New Jersey, and to perform all the Services hereunder. Contractor shall provide to SJPC upon request a copy of all its and its employees said current licenses and/or certifications. All current licenses and/or certifications of the Contractor, or its employees, shall be in good standing, and shall not be subject to any current action to revoke or suspend; and shall remain so throughout the term of this Agreement, and any extensions.

The Contractor shall notify the SJPC immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of the license or certification held by Contractor, or any of its employees.

7. **TERMINATION.** This Agreement may be terminated, as follows:
- (a) Pursuant to the termination provisions set forth in the RFP, if any.
  - (b) If Contractor and/or its employees is required to be licensed or to maintain any certification in order to perform the Services, then this Agreement may be terminated by the SJPC in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's or its employees license or certification suspended or revoked. Notice of termination pursuant to this provision shall be effective immediately upon giving of the written notice.
  - (c) If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the SJPC shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof.
  - (d) The SJPC may terminate this Agreement for public convenience at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof. If this Agreement is terminated by the SJPC pursuant to this provision, the Contractor will be paid for the Services rendered to the time of termination.
  - (e) Notwithstanding any of the above, the Contractor shall not be relieved of liability to the SJPC for damages sustained by the SJPC by virtue of any breach of this

Agreement by the Contractor; and the SJPC may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the SJPC from the Contractors is determined.

- (f) Termination by the SJPC of this Agreement shall not affect the validity of the indemnification provisions of this Agreement, nor prevent the SJPC from pursuing any claims, causes of action, relief, damages or remedies to which it may be entitled, either at law or in equity.
- (g) Termination of this Agreement shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provision of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the SJPC, and no obligation on the SJPC's part to such assignment or subcontract shall arise, unless the SJPC shall elect to accept and consent to in writing, such assignment or subcontract

9. **CONFLICTS OF INTEREST.** The Contractor represents that it does not have an existing financial interest, and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of Services under this Agreement; and that no person having any such interest shall be subcontracted in connection with this Agreement or employed by the Contractor. The Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have the duty to disclose to the SJPC prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

The Contractor warrants that it has not directly or indirectly offered or given and will not directly or indirectly offer or give to any employee, agent, servant or representative of the SJPC any cash or non-cash gratuity or payment with view toward securing any business from SJPC or influencing such person with respect to conditions, or performance of any agreements with or orders from SJPC, including without limitation this Agreement. Any breach of this warranty shall be a material breach of this Agreement, and each and every other agreement between SJPC and the Contractor.

Should a conflict-of-interest issue arise, the Contractor agrees to fully cooperate in any inquiry, and to provide SJPC or its designee with all documents and other information reasonably necessary to enable SJPC, or its designee, to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this

paragraph shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the SJPC may have.

- 10. INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the SJPC, its respective directors, officers, and employees from and against any and all losses, claims, causes of action, damages, liabilities, obligations, penalties, judgements, awards, costs expenses and disbursements, including attorneys' fees and other legal expenses and costs, arising directly or indirectly from or in connection with, caused by, relating to, or based upon, any (i) any negligent, careless, reckless, or intentionally wrongful act or omission of the Contractor or Contractor's assistants, employees, contractors, servants or agents, (ii) a determination by a court or agency that the Contractor is not an independent contractor, (iii) any breach by the Contractor, or the Contractor's assistants, employees, contractors, servants or agents of this Agreement, (iv) any willful misconduct or gross negligence by the Contractor or the Contractor's assistants, employees, contractors, servants or agents under this Agreement, (v) any failure of the Contractor, or the Contractor's assistants, employees, contractors, servants or agents to perform the Services in accordance with all applicable laws, rules and regulations; or, (vi) any act by Contractor or the Contractor's assistants, employees contractors, servants, or agents in connection with Contractor's engagement by SJPC that is outside the scope of Contractor's authority hereunder.

This provision shall survive and continue in full force and effect after any expiration or earlier termination of this Agreement.

- 11. GOOD STANDING.** By signing this Agreement, the Contractor certifies that the Contractor, and any of its principals (i) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of agreements by any public agency, (ii) have not within a five-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government agreement or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or racing stolen property; and are not present indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

- 12. INSURANCE.** The Services shall not commence until the Contractor has obtained, at its own expense, all of the insurance required hereunder, and until such insurance has been approved in writing by the SJPC, or its designee. The Contractor shall not allow any subcontractor to commence work on any projects hereunder until all insurance required of the subcontractor has been so obtained and approved by the Contractor and provided to

and approved by the SJPC. Approval of the insurance required of the Contractor hereunder will be granted only after submission to SJPC of original Certificates of Insurance signed by authorized representatives of insurers or, at SJPC's request, after submission of certified copies of the required insurance policies, inclusive of additional insured and other required endorsements.

All insurance required hereunder shall be issued by insurance carriers rated A-, Class VIII, or better, by A.M. Best and Company, and licensed to do business in the State of New Jersey. All policies of insurance shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice is given to the SJPC. The SJPC, and its board members, directors, officers, employees and agents shall be named as ***Additional Insureds*** on all policies and certificates of insurance for General Liability, Automobile Liability and Umbrella Liability required hereunder. All coverage provided by the policies required hereunder must be primary and non-contributory as to all insureds and ***Additional Insureds***. The policies shall contain a waiver of subrogation in favor of the ***Additional Insureds***.

Contractor agrees to continue the policies of insurance required hereunder in full force and effect during the term of this Agreement, any extensions, and for the period of the applicable statutes of limitation following termination of this Agreement.

No acceptance and/or approval of any insurance by the SJPC shall be construed as relieving or excusing the Contractor from any liability of obligation imposed upon them by the provisions of this Agreement, relieving the Contractor of the obligation to obtain and maintain the types and amounts of insurance coverage required hereunder.

The Contractor shall purchase and maintain the insurance types and minimum coverages as set forth in the RFP. Contractor shall furnish to SJPC with its signed original of this Agreement, an original Certificate of Insurance that evidence Contractor has met the insurance requirements of the RFP, as more particularly set forth on the **EXHIBIT C** attached hereto and incorporated herein by reference. SJPC may in its sole discretion make request for the Contractor to also submit certified copies of the required policies, as set forth hereunder.

13. **SET-OFF.** Should Contractor either refuse or neglect to perform the Services which Contractor is required to perform in accordance with the terms of this Agreement, and if expense is incurred by the SJPC by reason of Contractor's failure to perform, then in that event, such expenses shall be deducted from any payment due Contractor. Exercise of such right of set-off shall not operate to prevent the SJPC from pursuing any other remedy to which it may be entitled.

**14. PREVENTION OF PERFORMANCE.** In the event that the SJPC is prevented from performing this Agreement by circumstances beyond its control, then any obligations owing by the SJPC to the Contractor shall be suspended without liability for the period during which the SJPC is so prevented.

**15. INDEPENDENT CONTRACTOR STATUS.** Contractor is acting solely as an independent contractor hereunder, and has no authority to bind, represent, obligate or act on behalf of the SJPC. Contractor shall not be entitled to any benefits afforded by SJPC to its employees or to workers' compensation or similar benefits or insurance protection. Contractor, as an independent contractor, shall determine the method, details and means of performing any Services furnished pursuant to this Agreement, but the Services contemplated herein shall meet the approval of SJPC, and subject to the right of inspection for SJPC to secure satisfactory completion thereof.

**16. MISCELLANEOUS.**

- (a) *Governing Law; Consent to Personal Jurisdiction.* This Agreement shall be governed by the laws of the State of New Jersey without regard to the conflicts of law provisions of any jurisdiction. The parties hereto hereby irrevocably and unconditionally consent to the exclusive jurisdiction and venue of the federal and state Courts located in Camden County, New Jersey for any action, suit or proceeding arising out of or related hereto. Each of the parties agrees not to commence any legal proceeding related hereto except in such Courts. Each of the parties irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such proceeding in any such Courts, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such Courts that any such action, suit or proceeding brought in any such Court has been brought in an inconvenient forum. Each of the parties hereby irrevocably waives any right it may have to a trial by jury in any such action, suit or proceeding.
- (b) *Binding Effect.* This Agreement shall inure to the benefit of, and be binding on the Contractor, the SJPC, and their respective permitted heirs, successors, assigns, administrators and other legal representatives. There are no third-party beneficiaries to this Agreement, except as expressly stated.
- (c) *Entire Agreement.* This Agreement, together with the RFP and the Proposal, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understandings or agreements, and may be amended only by written amendment executed by both parties, and approved by the SJPC Board of Directors. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.
- (d) *Disclosure.* Neither Contractor, nor any person or entity acting on behalf of Contractor, shall issue any press release or other public statement with respect to this Agreement, the terms hereof, or the Services contemplated hereunder.

- (e) *Notices.* All notices required or permitted to be given under this Agreement will be deemed sufficiently and validly made if given by certified mail, postage pre-paid, return receipt requested and regular mail, first-class **or** by overnight courier service, and addressed to the parties at their respective addresses set forth below:

**As to SJPC:** South Jersey Port Corporation  
2 Aquarium Drive, Suite 100  
Camden, NJ 08103  
Attention: Andrew Saporito, Executive Director/CEO

**As to Contractor:**

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- (f) *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by all the parties. Waiver by the SJPC of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach, nor a bar to any subsequent enforcement.
- (g) *Taxes.* Contractor agrees that Contractor is solely responsible for paying when due all income taxes, including estimated taxes, payroll taxes, insurance, and other taxes incurred as a result of or in connection with the compensation paid by SJPC to Contractor for the Services under this Agreement; and no income or employment tax withholdings will be deducted from such payments.
- (h) *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.
- (i) *Severability.* If a Court or other body of competent jurisdiction finds, or the Parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.
- (j) *Counterparts.* This Agreement may be signed in one (1) or more counterparts (whether original, facsimile or electronic copies), each of which when executed and delivered will constitute an original, but all of which will constitute one and the same Agreement.
- (k) *Construction.* Each of the parties agrees that it has had the opportunity to have this Agreement reviewed by their respective legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party shall not apply.
- (l) *Survival.* All terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, shall survive and

continue in full force and effect after any expiration or earlier termination of this Agreement.

***THIS AGREEMENT*** is effective as of the date first above written.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized signatories as of the day and year first above written.

***SOUTH JERSEY PORT CORPORATION***

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

**Name:** *Andrew Saporito*

**Title:** *Executive Director and CEO*

***WITNESS:***

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

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

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

***[INSERT FIRM NAME]***

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

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

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

***WITNESS:***

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

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

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



# SOUTH JERSEY PORT CORPORATION

Q EXHIBITS FOR BID AND PROPOSAL PROJECTS

## **Small Business Enterprise Questionnaire**

### **South Jersey Port Corporation**

#### **FOR INFORMATION PURPOSES**

New Jersey's Small Business Set-Aside Program obligates the South Jersey Port Corporation to make 25% of all purchase for goods and services for small businesses. Firms classified as Small Business Enterprises must be registered with the New Jersey Business Action Center.

Registration instructions can be obtained by visiting the State's website at:

[www.nj.gov/njbusiness/contracting/sbsa/](http://www.nj.gov/njbusiness/contracting/sbsa/) This is not a Set-Aside bid; however South Jersey Port Corporation requires completion of this form to allow the South Jersey Port Corporation to track its Set-Aside obligations are pursuant to Executive Order #71 of former Governor James E. McGreevey and Executive Order #34 of former Governor John S. Corzine.

The South Jersey Port Corporation requests the following:

Our firm is certified/registered with the State of New Jersey Set-Aside Program. Yes No  
(Circle One, attach a copy of the certification and enter certification number below)

Certification # \_\_\_\_\_

	Check Here
SBE (Small Business Enterprise)	--- <input type="checkbox"/> ---
MBE (Minority Business Enterprise)	--- <input type="checkbox"/> ---
WBE (Woman Business Enterprise)	--- <input type="checkbox"/> ---
None of the Above	--- <input type="checkbox"/> ---

If yes, please provide Certification & Documentation of MBE & WBE.

NOTE: The South Jersey Port Corporation, being a body politic, is not subject to municipal, state, or federal taxes.

## **REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT PROFESSIONAL AND SERVICES CONTRACTS**

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

1. A photocopy of their Federal Letter of Affirmative Action Plan Approval  
**Or**
2. A photocopy of their Certificate of Employee Information Report  
**Or**
3. A completed Affirmative Action Employee Information Report (AA302)

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

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

Yes ---- ☐ ---- No ---- ☐ ----

2. Our company has a Certificate of Employee Information Report

Yes ---- ☐ ---- No ---- ☐ ----

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

Check Here ---- ☐ ----

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

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

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

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27 et seq.**

#### **GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at:

<http://www.state.nj.us/treasury/contract-compliance>

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

## **EXHIBIT B**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127) N.J.A.C. 17:27-1.1 et seq.**

#### **CONSTRUCTION CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B, and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers

**EXHIBIT B (Cont.)**

provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union 'has provided said 'assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers.

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

**EXHIBIT B (Cont.)**

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and nondiscrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

**EXHIBIT B (Cont.)**

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-20I) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program, and to the public agency compliance officer.

The contractor agrees to 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.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

# STOCKHOLDER DISCLOSURE CERTIFICATION

Q4

## Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

## Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

### Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

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

(Notary Public)

My Commission expires:

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Print name & title of affiant)

\_\_\_\_\_  
(Corporate Seal)

# NON-COLLUSION AFFIDAVIT

State of New Jersey

County of -----

SS:

I, \_\_\_\_\_ residing in \_\_\_\_\_  
(name of affiant) (name of municipality)

in the County of \_\_\_\_\_ and State of \_\_\_\_\_

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

I am \_\_\_\_\_ of the firm of \_\_\_\_\_  
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled-----, (title of bid proposal)

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

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

(name of firm)

Subscribed and sworn to

before me, this day ----- Signature

....., 2 .....

(Type or print name of affiant under signature)

Notary public of

My Commission expires -----

(Seal)

## **STATE OF NEW JERSEY DEBARRED LIST AFFIDAVIT**

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

I am \_\_\_\_\_, an officer of the firm of Bid for the above named work, and that I executed the said Bid with full authority to do so; that said bidder at the time of making of this bid is not included on the State of New Jersey, Department of the Treasurer's List of Debarred, Suspended and Disqualified Bidders and that all statements contained in said Bid and in this Affidavit are true and correct, and made with the full knowledge that the City relies upon the truth of the statements contained in said Bid and in statements contained in the Affidavit in awarding the contract for said work. The undersigned further warrants that should the name of the firm making this bid appear on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders at any time prior to, and during the life of this Contract, including the Guarantee Period, that the City shall be immediately so notified by the signatory of this Eligibility Affidavit.

The undersigned understands that the firm making the bid as a Contractor is subject to debarment, suspension and / or disqualification in contracting with the State of New Jersey and the Department of Environmental Protection if the Contractor, pursuant to N.J.A.C. 7:1-5.2, commits any of the acts listed therein, and as determined according to applicable law and regulation.

Name of Bidder (Type or Print): \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Name & Title of Affiant: \_\_\_\_\_

Signature of Affiant: \_\_\_\_\_

### **Notarization Section**

Subscribed and Sworn before me this ----- day of -----, 20---.

Notary Public

(Seal)

## **Affirmative Action Evidence for Procurement/Service**

Please fill out the following forms AA201 & AA202.

# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

FORM AA-201

Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

Assignment

Code

For instructions on completing the form, go to: [https://www.nj.gov/treasury/contract\\_compliance/documents/pdf/forms/aa201ins.pdf](https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa201ins.pdf)

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT Name: Address:  CONTRACT NUMBER      DATE OF AWARD      DOLLAR AMOUNT OF AWARD							
3. NAME AND ADDRESS OF PRIME CONTRACTOR											
(Name)											
(Street Address)				6. NAME AND ADDRESS OF PROJECT Name: Address:  COUNTY				7. PROJECT NUMBER			
(City)                      (State)                      (Zip Code)											
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]											
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES				PROJECTED MINORITY EMPLOYEES				PROJECTED PHASE - IN DATE	PROJECTED COMPLETION DATE
		MALE		FEMALE		MALE		FEMALE			
		J	AP	J	AP	J	AP	J	AP		
1. ASBESTOS WORKER											
2. BRICKLAYER OR MASON											
3. CARPENTER											
4. ELECTRICIAN											
5. GLAZIER											
6. HVAC MECHANIC											
7. IRONWORKER											
8. OPERATING ENGINEER											
9. PAINTER											
10. PLUMBER											
11. ROOFER											
12. SHEET METAL WORKER											
13. SPRINKLER FITTER											
14. STEAMFITTER											
15. SURVEYOR											
16. TILER											
17. TRUCK DRIVER											
18. LABORER											
19. OTHER											
20. OTHER											

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

(Signature)

10. (Please Print Your Name)

(Title)

(Area Code)

(Telephone Number)

(Ext.)

(Date)

**State Of New Jersey**  
*Department of Labor & Workforce Development*  
*Construction EEO Compliance Monitoring Program*

**MONTHLY PROJECT WORKFORCE REPORT - CONSTRUCTION**

<b>For instructions on completing the form, go to:</b> <a href="https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202ins.pdf">https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa202ins.pdf</a>			<b>3. F ID or SS Number</b>						
<b>1. Name and address of Prime Contractor</b>		<b>2. Contractor ID Number</b>		<b>4. Reporting Period</b>					
(NAME)		<b>5. Public Agency Awarding Contract</b>				<b>Date of Award</b>			
(ADDRESS)		<b>6. Name and Location of Project</b>			<b>County</b>		<b>7. Project ID Number</b>		
(CITY)		(STATE)		(ZIP CODE)					

			CLASSI- FICATION (SEE REVERSE)	11. NUMBER OF EMPLOYEES						12. TOTAL	13. WORK HOURS		14. % OF WORK HRS		15. CUM. WORK HRS			16. CUM. % OF W/H		
8. CONTRACTOR NAME (LIST PRIME CONTRACTOR WITH SUBS FOLLOWING)	9. PERCENT OF WORK COMPLETED	10. TRADE OR CRAFT		A.	B.	C.	D.	E.	F.	NO. OF MIN. EMP.	TOTAL WORK HOURS	A.	B.	A.	B.	TOTAL WORK HOURS	A.	B.	A.	B.
				TOTAL	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	FEMALES			MIN. W/H	FEMALE W/H	% OF MIN. W/H	% OF FEMALE W/H		MIN. HOURS	FEMALE HOURS	% OF MIN W/H	% OF FEM. W/H
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	
			J																	
			AP																	

**17. COMPLETED BY (PRINT OR TYPE)**

(NAME)	(SIGNATURE)	(TITLE)
--------	-------------	---------

(AREA CODE)	(TELEPHONE NUMBER)	(EXT.)	(DATE)
-------------	--------------------	--------	--------

Sample Certificate of Employee Information Report


Certification 111XX

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-20XX to 15-DEC-20XX

**SAMPLE COMPANY, INC.**  
**33 WEST STATE STREET**  
**TRENTON, NJ 08625**

  
**State Treasurer**

**VOID**

If you are unable to provide your Certificate of Employee Information Report, please fill out the following form and follow the steps.



**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**Division of Purchase & Property, Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT REQUEST**

IMPORTANT- FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND SUBMIT THE REQUIRED \$75.00 FEE (Non-Refundable)  
MAY DELAY ISSUANCE OF YOUR DUPLICATE CERTIFICATE OF EMPLOYEE INFORMATION REPORT.

**SECTION A - COMPANY IDENTIFICATION**

<b>1. FID. NO. OR SOCIAL SECURITY</b>	<b>2. ASSIGNED CERTIFICATION NUMBER</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>ISSUE DATE</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<b>EXPIRATION DATE</b> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
---------------------------------------	--------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------

**3. COMPANY NAME**

<b>4. STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>
------------------	-------------	---------------	--------------	-----------------

**5. REASON FOR REQUEST OF DUPLICATE CERTIFICATE**

☐ 1. Lost Certificate   ☐ 2. Damaged   ☐ 3. Other (Specify)

**SECTION B - SIGNATURE AND IDENTIFICATION**

<b>6. NAME OF PERSON COMPLETING FORM (Print or Type)</b>	<b>SIGNATURE</b>	<b>TITLE</b>	<b>DATE</b> MO DAY YEAR
----------------------------------------------------------	------------------	--------------	----------------------------

<b>7. ADDRESS NO. &amp; STREET</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE</b>	<b>ZIP CODE</b>	<b>PHONE (AREA CODE, NO., EXTENSION)</b>
------------------------------------	-------------	---------------	--------------	-----------------	------------------------------------------

**I certify that the information on this Form is true and correct.**

**SECTION C - OFFICIAL USE ONLY**

<b>RECEIVED DATE:</b>		<b>DIVISION OF REVENUE DLN # :</b>	
-----------------------	--	------------------------------------	--

**INSTRUCTIONS FOR COMPLETING DUPLICATE CERTIFICATE REQUEST**

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Enter the Certificate Number that was assigned to your company along with the Issue Date and Expiration Date (if available).

**ITEM 3** - Enter the name by which the company is identified.

**ITEM 4** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 5** - Enter the reason for requesting a Duplicate Certificate of Employee Information Report.

**ITEM 6** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 7** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**RETAIN A COPY OF THIS REQUEST FOR THE VENDOR'S OWN FILES AND FORWARD ONE COPY WITH A CHECK IN THE AMOUNT OF \$75.00 (Non-Refundable Fee) PAYABLE TO "THE TREASURER, STATE OF NEW JERSEY" TO:**

**NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program  
PO Box 206**

**Trenton, New Jersey 08625-0206**

**Telephone No. (609) 292-5473**

**PLEASE ALLOW 15 BUSINESS DAYS FOR PROCESSING THE DUPLICATE CERTIFICATE**

# PUBLIC CONTRACT EEO/AA COMPLIANCE PROCEDURES FLOW CHART

## EEO/AA Procedures in Awarding Public Contracts

### Public Agency

- Include Mandatory Language in advertisements for receipt of bids, solicitation and/or request for proposals.
- Include appropriate Mandatory Language in contracts and bid specifications.
  - Obtain Required EEO/AA evidence from contractor or vendor.

### Vender

#### Goods, Professional Services, and General Service Contracts

#### Mandatory Language of Exhibit A

All successful vendors must submit one of the following forms of evidence:

1. Copy Letter of Federal Approval  
Or
2. Certificate of Employee Information Report  
Or
3. Complete Form AA-302 (Employee Information Report)

EEO/AA Evidence must be submitted after notification of award, but prior to signing of a goods and services contract

#### Construction Contracts

#### Mandatory Language of Exhibit B

Additional Mandatory Language EO 151 & P.L.2009, c.335 (State Agencies, Independent Authorities, Colleges & Universities Only)

Complete Form AA-201 (Initial Project Workforce Report)

Submit Form AA-202 (Monthly Project Workforce Report) once a month for the duration of the contract to the Dept. of Labor and to the Public Agency Compliance

EEO/AA Evidence must be submitted after notification of award, but prior to signing of a construction contract

## **BUSINESS REGISTRATION CERTIFICATE**

"Pursuant to the terms of N.J.S.A 52:32-44, all bidders/proposers are required to submit with their bid, proof of valid business registration issued by the Division of Revenue in the Department of Treasure. Failure to submit proof of registration is considered cause for mandatory rejection of bids (a non-waivable defect). No contract shall be entered into by the South Jersey Port Corporation unless the contractor first provides proof of valid business registration. In addition, the successful bidder/proposer is required to receive from any subcontractor it used for services under this contract, proof of valid business registration with an contract with the South Jersey Port Corporation unless the subcontractor first provides proof of valid business registration."

If you are already registered go to <https://www.state.nj.us/treasury/revenue/busregcert.shtml> to obtain a copy of your Business Registration Certificate.

**All question regarding this requirement should be referred to the Division of Revenues**  
<https://www.state.nj.us/treasury/revenue/revgencode.shtml>

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

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

Please be advised that, pursuant to P.L. 1995, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. 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 under this act.

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

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

COMPANY: .....

SIGNATURE: .....

NAME: .....

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

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

**SOURCE DISCLOSURE FORM****BID SOLICITATION # AND TITLE:** \_\_\_\_\_**VENDOR/BIDDER NAME:** \_\_\_\_\_

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the South Jersey Port Corporation, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

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

**PART 2**

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

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

*\*Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the South Jersey Port Corporation. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause.  
(cont.)

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the South Jersey Port Corporation (SJPC) 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 SJPC to notify the SJPC 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 SJPC, permitting the SJPC to declare any contract(s) resulting from this certification to be void and unenforceable.

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**Signature**

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**Date**

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**Print Name and Title**

## Code of Ethics for Vendors

### **EXECUTIVE ORDER # 189**

The South Jersey Port Corporation considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with SJPC must avoid all situation where propriety or financial interests, or opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, this compromising the integrity of SJPC.

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

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

1. No vendor shall employ any SJPC officer or employee in the business of the vendor or professional activity in which the vendor is involved with the SJPC officer or employee.
2. No vendor shall offer or provide an interest, financial or otherwise, direct, or indirect, in the business of the vendor or professional activity in which the vendor is involved with SJPC officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any SJPC officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of the SJPC official or employee.
4. No vendor shall cause or influence, or attempt to cause influence any SJPC officer or employee to use or attempt to use his or her official position to secure an unwarranted privileges or advantages for that vendor or for any other person.

No vendor shall offer any SJPC officer or employees any gifts or favors, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or other thing of value was given or offered for purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers, or employees of the SJPC will not be permitted to accept breakfasts, lunches, dinner, alcoholic beverages, tickets to entertainment and/or sporting events or any other item which could be construed having more than nominal value.

NOTE: This section would permit an SJPC officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other

occasion where the employee is proper in attendance (for example - coffee, Danish, tea, or soda served during conference break).

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

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

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

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

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

Vendor: .....

Primary Contact & Title: .....

Signature-----

Date: .....

**State of New Jersey  
Executive Order #151**

**Governor Jon S. Corzine**

WHEREAS, New Jersey is one of the most racially, culturally, and ethnically diverse states in the United States, and this diversity is reflected in the leaders and owners of its businesses, in the leaders and members of the labor movement, and in the employees in every segment of the workforce; and

WHEREAS, the State's business community includes multi-national enterprises, industrial, commercial, and small business sectors; and

WHEREAS, the State's thousands of small businesses, each with fewer than 100 employees, together generate almost 40% of the jobs in the State; and

WHEREAS, small, minority, and women-owned business enterprises have historically been underrepresented in the receipt of State contract awards; and

WHEREAS, the State's workforce provides New Jersey's multinational enterprises, its industrial, commercial, and small business sectors, and its public and not-for-profit sectors with highly educated, highly skilled, and highly motivated employees, who contribute to the prosperity of the State while supporting their families; and

WHEREAS, in response to the current national recession, the United States Congress enacted the American Recovery and Reinvestment Act of 2009 (ARRA), which will increase federal spending at the State and local levels by approximately \$10 billion, and will fully fund certain work in the State, and partially fund other State projects; and

WHEREAS, given the recession and unemployment levels in New Jersey, it is imperative that every sector of the economy be offered the opportunity to benefit from the federal economic recovery funds and the State's own spending; and

WHEREAS, many of the State's businesses have significant public construction contracts and other contracts to provide goods or services to government and many others would like the opportunity to compete for these contracts to expand their businesses while serving the public; and

WHEREAS, residents of the State of New Jersey deserve a government that provides equal opportunity for all contractors to compete to submit winning bids on public contracts; and

WHEREAS, residents of the State of New Jersey, especially during these difficult economic times, deserve a government that does everything it can to expand job opportunities, particularly for men and women who are entering the workforce, who have experienced difficulties entering the workforce, or who have recently become unemployed or underemployed; and

WHEREAS, the State created an internet site, <http://www.recovery.nj.gov>, which outlines the allocation of New Jersey's share of economic recovery funds under the ARRA; and

WHEREAS, to spend ARRA funds transparently and ensure that those seeking work have a fair chance to obtain ARRA-funded employment, State agencies and entities should be required to post all State and

ARRA-funded jobs on the State Job Bank internet site, <http://NJ.gov/JobCentralNJ>, to allow New Jersey residents to identify these employment opportunities; and

WHEREAS, the State must procure its construction services, goods, and other services as efficiently as possible, with transparency in the processing, selection, and awarding of public contracts; and

WHEREAS, robust competition for public contracts ensures that the government of the State of New Jersey obtains the construction services, goods, and other services it needs to perform its vital functions with maximum cost effectiveness; and

WHEREAS, broad and sustained efforts to notify all potential bidders of opportunities to contract with government should be encouraged to promote competition for public contracts, thus benefiting the public fisc; and

WHEREAS, the State of New Jersey commissioned the State of New Jersey Construction Services Disparity Study 2000 – 2002 (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 2005), and both studies documented significant disparities between the firms ready, willing, and able to do business with the State, and those firms actually awarded contracts by State departments, agencies, authorities, colleges, and universities, as a result of which this Administration created through Executive Order No. 34 (2006) the Division of Minority and Women Business Development (“Division of M/W Business Development”); and

WHEREAS, Executive Order No. 34 charged the Director of the Division of M/W Business Development with monitoring programs to increase the participation of minority and women-owned businesses in the State’s purchasing and procurement processes; and

WHEREAS, since its inception, the Division of M/W Business Development, working with the Department of the Treasury’s Office of Supplier Diversity (“OSD”), has identified strategies to increase the number of small and minority and women-owned businesses interested in and eligible to benefit from state procurement activity; and

WHEREAS, the Division of M/W Business Development and OSD have increased outreach to and expanded the ability of these businesses to fulfill bid requirements for state contracts; and

WHEREAS, the Division of Public Contracts Equal Employment Opportunity Compliance in the Department of the Treasury (Division of Contract Compliance) monitors the employment of women and minorities with businesses that contract with government in an effort to ensure that contractors and vendors make good faith efforts to hire minorities and women in accordance with targeted goals based on the United States Census’ workforce availability statistics;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

1. All members of the public should be afforded the opportunity to benefit from the federal economic recovery funds and associated state spending, and in particular, this Administration re-affirms the State’s commitment, expressed in statute and regulation, that every public contract, whether for construction services, goods, or other services, shall provide equal employment opportunity for women and minorities.

2. The Commissioners of the Departments of Community Affairs, Education, Environmental Protection, and Transportation; the President of the Board of Public Utilities; and the executive directors of the Schools Development Authority and the Economic Development Authority are directed to meet with members of the Governor's office, the Department of the Treasury, and representatives of the United States Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) to ensure that those departments receiving the bulk of federal economic recovery funds will provide the OFCCP their complete cooperation in complying with its mandates.

3. The Division of Contract Compliance shall be the entity within the Executive Branch responsible for determining whether minorities and women have been offered a fair opportunity for employment on State contracts. Executive branch departments and agencies, independent authorities, and State colleges and universities are directed to cooperate fully with the Division of Contract Compliance's enforcement efforts, consistent with law, and to award public contracts only to those businesses that agree to comply with equal employment opportunity and affirmative action requirements.

4. The Division of Contract Compliance shall work cooperatively with the OFCCP, including sharing its workforce data to the maximum extent permitted by law, to assist the OFCCP in its enforcement efforts.

5. When not restricted by any other State or federal law, the Division of Contract Compliance shall determine whether each of the State entities whose performance it monitors (the "Reporting Agencies" listed in Appendix A to this Order) properly allocated and released to the Department of Labor and Workforce Development, as authorized by law, one-half of one percent of the total cost of a construction contract of \$1,000,000 or more, to be used by the department for the New Jersey Builders Utilization Initiative for Labor Diversity program to train minorities and women for employment in construction trades. This provision shall apply to those construction contracts where the funding for the contract consists entirely of appropriated funds or a combination of funds from appropriated funds and other sources.

6. As a result of the aforementioned significant disparities in employment of minorities and women on construction sites and within the construction trades, all construction contracts entered into and funded, in whole or in part, by the State shall include mandatory EEO/AA contract language (in the form of Appendix B to this Order) that requires contractors to make a good faith effort to recruit and employ minorities and women as required by provisions of the Administrative Code, including but not limited to N.J.A.C. 17:27-3.6 to 3.8, and 17:27-7.3 and 7.4. In addition to the language set forth in Appendix B, such construction contracts shall contain the contractual language as required by N.J.A.C. 17:27-3.6, 3.7, and 3.8. As to the portion of each contract that is State funded, the language of the contract shall provide, consistent with Appendix B, that payment may be withheld for failure of the contractor to demonstrate to the satisfaction of the Reporting Agency that the required good faith effort was made. Failure of a contractor to satisfy the good faith effort requirement of its contract may also subject it to assessments imposed pursuant to findings of the Division of Contract Compliance in the Department of the Treasury, in accordance with N.J.A.C. 17:27-10.

7. Except as described in subparagraphs (a) and (b) of this paragraph, each Executive Branch agency that is a recipient of federal economic recovery funds pursuant to ARRA shall include in any contract, grant, or agreement funded in whole or in part with ARRA funds a clause requiring subrecipients, contractors, subcontractors, local education agencies, and vendors to post all job openings created pursuant to the contract, grant, or agreement on the State's Job Bank at least 14 days before hiring is to commence. The clause shall state: "Since the funds supporting this contract, grant, or agreement are provided through the American Recovery and Reinvestment Act of 2009 (ARRA), the subrecipient, contractor, subcontractor, local education agency, or vendor will post any jobs that it creates or seeks to fill as a result of this

contract, grant, or agreement. The subrecipient, contractor, subcontractor, local education agency, or vendor will post jobs to the New Jersey State Job Bank by submitting a job order using the form available at <http://www.NJ.gov/JobCentralNJ>, notwithstanding any other posting the subrecipient, contractor, subcontractor, local education agency, or vendor might make. Any advertisements posted by the subrecipient, contractor, subcontractor, local education agency, or vendor for positions pursuant to this contract, grant, or agreement must indicate that the position is funded with ARRA funds."

a. Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing, legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the Reporting Agency by the Department of Labor and Workforce Development.

b. Nothing in this Order shall be interpreted to require the employment of apprentices if such employment may result in the displacement of journey workers employed by any employer, contractor, or subcontractor.

8. All local government entities and local education agencies that have received or will receive directly from a federal agency federal economic recovery funds are strongly encouraged to require their contractors and subcontractors to post job openings on the State's Job Bank at least 14 days before hiring is to commence. Moreover, all New Jersey employers that enter into contracts funded with ARRA funds received by a local government entity or a local education agency directly from a federal agency are likewise strongly encouraged to post job openings created pursuant to the ARRA.

9. The Division of M/W Business Development shall send to the Reporting Agencies the contractual language set forth in Appendix C of this Order. Provisions of this contractual language have been shown to have a significant impact on (a) increasing the number of small and minority and women-owned businesses aware of contracting opportunities with the State and (b) increasing the number of such businesses competing for contracts with the State or subcontracts with entities contracting with the State. The Division of M/W Business Development shall work with each Reporting Agency to ensure the reporting of and ensure compliance with contract-specific contracting and subcontracting goals for the Reporting Agency that are consistent with the availability percentages set forth in Appendix D. These goals should incorporate good faith effort requirements and should be adjusted annually, consistent with the availability of minority and women-owned businesses for which significant disparities in utilization have been demonstrated in each business category.

10. Each Reporting Agency shall:

a. Inform the Division of M/W Business Development of contracting opportunities at the same time that it advertises or otherwise posts public notices of such opportunities, via consistent and timely upload of all-inclusive information to the bid opportunities database services managed by the Division of M/W Business Development. All pre-bid requirements shall be prominently advertised at the time of uploading to the Division of M/W Business Development databases;

b. Actively and regularly use the databases and other on-line services managed and operated by the Division of M/W Business Development to identify additional potential bidders. Because these databases and on-line services identify minority and women-owned businesses known to and registered or certified with the Division of M/W Business Development, the ongoing use of these resources by buyers, procurement agents, and other purchasing staff shall be closely monitored by the Reporting Agency's senior management;

c. Contact the businesses identified in the Division of M/W Business Development's databases and on-line services to provide them with notice of the contracting opportunities available through the Reporting Agency; and

d. Report to the Division of M/W Business Development all payments and awards prime contractors have issued to subcontractors, identifying payments and awards to minority and women-owned businesses on at least a quarterly basis.

11. To the maximum extent practicable, and when not restricted by any other State or federal law, each Reporting Agency shall incorporate the substance of the contractual language set forth in Appendix C into its contracts, while continuing to follow the particular State and federal laws and regulations governing its contracting and procurement practices.

12. Each Reporting Agency shall, where substitution of subcontractors or sub-consultants is permitted, promulgate policies governing the circumstances under which contractors or consultants may substitute subcontractors or sub-consultants named in bid proposals or otherwise identified as small or women or minority-owned business subcontractors, sub-consultants, or vendors ("Substitution Policies"). The Substitution Policies shall provide that:

a. The contractor or consultant must notify and obtain approval from a small or women or minority-owned business subcontractor, sub-consultant, or vendor ("SMWBE contractor") before including that contractor in a bid proposal or similar contract-related submission;

b. The contractor or consultant must notify and obtain authorization from the Reporting Agency before it substitutes a SMWBE contractor named in a bid proposal or other contract-related submission; and

c. If the substitution is approved, the contractor or consultant shall make a good faith effort to utilize another SMWBE contractor in place of the previous SMWBE contractor.

13. Each Reporting Agency shall report to the Division of M/W Business Development when it has incorporated the language set forth in Appendix C in its contracts. It shall also report to the Division of M/W Business Development when it has adopted its Substitution Policy, where such policy is permitted. The Division of M/W Business Development shall report on the number of Reporting Agencies that have modified their contracts and adopted a Substitution Policy at three month intervals until all of the Reporting Agencies have completed incorporation of the contractual language set forth in Appendix C and, where legally permitted, adoption of the Substitution Policy.

14. Nothing in this Order shall modify existing law, state or federal, or authorize a Reporting Agency to amend, modify, or otherwise alter pre-existing legal obligations. Further, this Order shall be interpreted consistently with the ARRA, and the federal regulations and guidelines governing its implementation, and in the event of a conflict between this Order and federal law governing ARRA, the Order shall be interpreted to comply with federal law.

15. Within 90 days of the date of this Order, the Division of M/W Business Development shall prepare a Contracting Guide identifying the management practices that have the greatest success in: (a) increasing the number of small and minority and women-owned businesses made aware of contracting opportunities with the State; and (b) increasing the number of such businesses competing for contracts with the state or subcontracts with entities contracting with the state. As soon as practicable thereafter, the Division of M/W Business Development shall distribute the Contracting Guide to the Reporting Agencies.

16. As soon as practicable after its receipt of the Contracting Guide, each Reporting Agency shall implement those provisions that it views as most likely to have the greatest impact in increasing contracting opportunities for small and minority and women-owned businesses.

17. Within one year and ninety days of the effective date of this Order, the Division of M/W Business Development and the Division of Contract Compliance shall each prepare a report describing the Reporting Agencies' implementation of this Order. The Division of M/W Business Development and the Division of Contract Compliance each shall prepare a second report within one year of issuing its first report.

18. The Department of Labor and Workforce Development shall work together with all other Reporting Agencies that will receive ARRA funding and with the representatives of the United States Environmental Protection Agency, the Federal Departments of Labor, Energy, Transportation, and Housing and Urban Development, and any other federal agencies distributing ARRA funds to:

- a. Coordinate with labor unions that will aggressively recruit minorities and women for apprenticeships and training opportunities;
- b. Increase outreach to and enrollment of minorities and women in apprenticeship, training, and related programs; and
- c. Ensure that, to the greatest extent possible under the law, minorities and women apprentices and trainees are working on State and ARRA-funded work sites.

19. The Department of the Treasury and other departments, agencies, and independent authorities shall, consistent with law, take steps to increase their engagement of small, minority, or women-owned or controlled banks and credit unions to meet their financial service's needs.

20. This Order shall take effect immediately.

GIVEN, under my hand and seal thi<sup>s</sup> 28th day of August  
Two Thousand and Nine, and of the Independence of  
the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel

## APPENDIX A

### LIST OF REPORTING AGENCIES

Board of Public Utility Commissioners  
 Casino Control Commission  
 Casino Reinvestment Development Authority  
 Commission on Higher Education  
 Commission on Science & Technology  
 Council on Affordable Housing  
 Department of Agriculture  
 Department of Military & Veterans' Affairs  
 Department of Banking & Insurance  
 Department of Children & Families  
 Department of Community Affairs  
 Department of Corrections  
 Department of Education  
 Department of Environmental Protection  
 Department of Health and Senior Services  
 Department of Human Services  
 Department of Labor and Workforce Development  
 Department of Law & Public Safety  
 Department of Public Advocate  
 Department of State  
 Department of Transportation  
 Department of the Treasury  
 Division of Property Management and Construction  
 Election Law Enforcement Commission  
 Fort Monmouth Economic Revitalization Planning Authority  
 Garden State Preservation Trust  
 Higher Education Student Assistance Authority  
 Kean University  
 Legalized Games of Chance Control Commission  
 Montclair State University  
 Motion Picture Commission  
 Motor Vehicle Commission  
 New Jersey City University  
 New Jersey Cultural Trust  
 New Jersey Institute of Technology  
 New Jersey Transit  
 NJ Building Authority  
 NJ Economic Development Authority  
 NJ Educational Facilities Authority  
 NJ Environmental Infrastructure Trust  
 NJ Health Care Facilities Financing Authority  
 NJ Highlands Council  
 NJ Housing & Mortgage Finance Agency  
 NJ Maritime Pilot and Docking Pilot Commission  
 NJ Meadowlands Commission  
 NJ Pinelands Commission

NJ Public Television & Radio (NJN) NJ Racing Commission NJ Redevelopment Authority  
NJ Schools Development Authority  
NJ Sports & Exposition Authority  
NJ State Museum  
NJ Turnpike Authority  
NJ Water Supply Authority  
North Jersey Transportation Planning Authority  
North Jersey District Water Supply Commission  
Office of Homeland Security  
Office of Information Technology  
Office of the Child Advocate  
Office of the Inspector General  
Office of the Public Defender  
Ramapo College  
Rowan University  
Rutgers University  
South Jersey Port Corporation  
South Jersey Transportation Authority  
South Jersey Transportation Planning Organization  
State Agriculture Development Committee  
State Economic Recovery Board For Camden  
State Ethics Commission  
State Employment & Training Commission  
State Lottery Commission  
Stockton College  
The College of New Jersey  
Thomas Edison State College  
Transportation Trust Fund Authority  
University of Medicine & Dentistry of New Jersey  
William Paterson University

**APPENDIX B**

It is the policy of the South Jersey Port Corporation that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the South Jersey Port Corporation to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the South Jersey Port Corporation's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the South Jersey Port Corporation's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>.
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women.
3. The Contractor shall actively solicit and shall provide the South Jersey Port Corporation with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media.
4. The Contractor shall provide evidence of efforts described at 2 above to the South Jersey Port Corporation no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

## APPENDIX C

It is the policy of the South Jersey Port Corporation that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in South Jersey Port Corporation Contracts.

To the extent the Firm engages subcontractors or sub-consultants to perform Services for the South Jersey Port Corporation pursuant to this Contract, the Firm must demonstrate to the South Jersey Port Corporation’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Furthermore, the South Jersey Port Corporation shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005). (These participation goals are set forth below.)

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

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

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

### Participation Goals

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical).

(a) State Agencies/Authorities/Commissions

African Americans -- 6.3%  
Asian Americans -- 4.34%

(b) State Colleges and Universities

African Americans -- 6.3%  
Asian Americans -- 4.34%  
Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

State Colleges and Universities

African Americans -- 4.51%  
Asian Americans -- 7.11%  
Hispanics -- 4.

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%  
Asian Americans -- 1.47%  
Hispanics -- 1.1%  
Native Americans -- 0.07%  
Caucasian Females -- 3.

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%  
Asian Americans -- 0.85%  
Hispanics -- 0.67%  
Native Americans -- 0.05%  
Caucasian Females -- 1.

5. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction

materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%

Asian Americans -- 1.74%

Hispanics -- 1.32%

Native Americans -- 0.10%

Caucasian Females -- 4.45%

## Appendix D

Consistent with the findings of the State of New Jersey Construction Services Disparity Study (October 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June 13, 2005), each Reporting Agency should aspire to allocate a portion of its total contracting dollars in accordance with the following goals.

1. Construction Services Contracts/Subcontracts (including new construction and renovations, except routine building maintenance; residential and non-residential building construction; heavy construction, such as streets, roads and bridges; and special trade construction, such as fencing, HVAC, paving and electrical.

### (c) State Agencies/Authorities/Commissions

African Americans -- 6.3%

Asian Americans -- 4.34%

### (d) State Colleges and Universities

African Americans -- 6.3%

Asian Americans -- 4.34%

Caucasian Females -- 12.67%

2. Construction-Related Services Contracts/Subcontracts (including design services, such as architectural, engineering and construction management services, that are performed as part of a construction project).

### State Colleges and Universities

African Americans -- 4.51%

Asian Americans -- 7.11%

Hispanics -- 4.

3. Professional Services (with the exception of those professional services deemed to be construction-related, all services that are of a professional nature and requiring special licensing, education degrees and/or very highly specialized expertise, including accounting and financial services, advertising services, laboratory testing services; legal services; management consulting services; technical services and training).

### State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.47%

Asian Americans -- 1.47%

Hispanics -- 1.1%

Native Americans -- 0.07%

Caucasian Females -- 3.

4. Other Services (any service that is labor-intensive and neither professional nor construction-related, including, but not limited to equipment rental; janitorial and maintenance services; landfill services; laundry and dry cleaning; maintenance and repairs; printing; real property services; security services; special department supplies; subsidy, care and support; telecommunications; and temporary help).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 1.22%  
 Asian Americans -- 0.85%  
 Hispanics -- 0.67%  
 Native Americans -- 0.05%  
 Caucasian Females -- 1.

4. Goods and Commodities (equipment and consumable items purchased in bulk, or a deliverable product including, but not limited to automobiles and equipment; chemicals and laboratory supplies, construction materials and supplies; equipment parts and supplies; fuels and lubricants; janitorial and cleaning supplies; office equipment; office supplies; radio equipment; special department supplies; technical supplies; tires and tubes; traffic signals; and uniforms).

State Agencies/Authorities/Commissions/Colleges and Universities

African Americans -- 2.71%  
 Asian Americans -- 1.74%  
 Hispanics -- 1.32%  
 Native Americans -- 0.10%  
 Caucasian Females -- 4.45%

GIVEN, under my hand and seal thi<sup>s</sup> 28th day of August  
 Two Thousand and Nine, and of the Independence of  
 the United States, the Two Hundred and Thirty-Fourth.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Kay Walcott-Henderson

First Assistant Chief Counsel

**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

Q15

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY STATE ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY COUNTY STATE ZIP CODE		
Official Use Only	DATE RECEIVED	INAG. DATE

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT ANEEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part- Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR I I
13. DATES OF PAYROLL PERIOD USED From: To:		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR I I
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION)
			- -



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

Q16

OWNERSHIP DISCLOSURE FORM

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

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE  
INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

	YES	NO
Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

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

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

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

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

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

*Attach Additional Sheets If Necessary.*

**PART 2****YES****NO**☐☐

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: \_\_\_\_\_

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

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

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

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

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

*Attach Additional Sheets If Necessary.*

**PART 3**

As an alternative to completing this form, 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.

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## **PREVAILING WAGE ACT COMPLIANCE DECLARATION**

The Contractor hereby agrees to comply in all respects with the New Jersey Prevailing Wage Act, Chapter 150, P.L. 1963 as amended. A copy of the prevailing wage rates pertaining to the work issued by the New Jersey Department of Labor and Industry entitled, "Prevailing Wage Rate Determination", is attached at the close of this section, or is available upon request at the Offices of the South Jersey Port Corporation. Pursuant to N.J.S.A., 34:11-56.37 and 34:11-56.38, Prevailing Wage Act, no public works contract may awarded to any contractor or subcontractor or to any firm, corporation or partnership in which they have an interest on the disbarred bidders list located at the end of this specification, or available upon request at the Offices of the South Jersey Port Corporation, until expiration date give. Workmen shall be paid not less than such prevailing wage rate. In the event it is found that any workmen employed by the Contractor or any Subcontractor covered by the contract herein has been paid a rate of wages less than the prevailing rate required to be paid such contract, the Owner may terminate the Contractor's or Subcontractor's right to proceed with the work or such part of the work as to which there has been a failure to pay required wages and to prosecute the work to completion or otherwise. The Contractor and his sureties shall be liable to the Owner for any excess cost occasioned thereby.

Before final payment is made by or on behalf of the Owner any sum or sums due to the work, the Contractor or Subcontractor shall file with the treasurer of the Owner, written statements in a form satisfactory to the Commissioner of Labor and Industry certifying to the amounts then due owing from such contractor or subcontractor filling such statement to any and all workmen wages due on account of the work, setting forth therein the name of the persons whose wages are unpaid and the amount due to each respectively which statement shall be certified by the oath of the Contractor or Subcontractor as the case may be in accordance with the said New Jersey Prevailing Wage Act.

The prevailing wage rate shall be determined by the Commissioner of Labor and Industry or his duly authorized deputy or representative.

The undersigned in an (individual)(partnership)(corporation) under the Laws of the State of, \_\_\_\_\_ having principal offices at \_\_\_\_\_.

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

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

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

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

Phone Number: \_\_\_\_\_

## **COMPLIANCE WITH PUBLIC WORKS CONTRACTOR REGISTRATION ACT**

The bidder shall comply with the Public Works Contractor Registration Act P.L. 1999, c 238 (N.J.S.A. 34:11-56.48, et seq.) on all bids for public works as defined in the law. Proof of compliance with this law when it applies, must be submitted with the bid.

- Attached hereto is a copy of Certificate of Registration pursuant to N.J.S.A. 34:11-56.54

Or

- Attached hereto is a copy of filed registration from and proof of payment of the registration fee pursuant to N.J.S.A. 34:11-56.55

Bidders Signature: .....

Bidders Name: .....

Address of Bidder: .....

Signature of Affiant: .....

Printed Name & Title of Affiant: .....

### **NOTARIZATION SECTION**

Subscribed and sworn before me this ----- day of -----, 20----.

Notary Public of .....

My Commission Expires: .....

**BUY AMERICAN NOTICE**

In the performance of the work under this contract the contractor and all subcontractors shall use only domestic materials. Builders may bid using non-domestic material but shall specify wherever such non-domestic materials are bid the difference in cost between the domestic and non-domestic materials and shall explain any justification for the use of non-domestic materials such as but not limited to unavailability, inferiority, incompatibility, impracticality, increased cost of domestic materials, etc.

# Buy America Notice

## All Federally Funded Construction Projects

### Reference:

The FHWA Buy America statutory provisions are in 23U.S.C.313 and the regulatory provisions are in 23CFR635.410.

### **Buy America**

**Q&A's:** [http://www.fhwa.dot.gov/construction/contracts/buyam\\_qa.cfm](http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)

### Applicability:

Applicable to all Federal-aid projects.

### Guidance:

Simply stated, the FHWA's Buy America policies require a DOMESTIC manufacturing process for ALL steel or iron products that are permanently incorporated in a Federal-aid highway construction project. Manufacturing begins with the initial melting and mixing, and continues through the coating stage. Any process which modifies the chemical makeup, physical shape or finish is considered a manufacturing process and as such must be performed in the United States. Waivers may be granted, in rare cases that meet specified criteria. Refer to the Q&A's above for more details.

Buy America requirements apply to the entire federal aid project even if some steel or iron products are purchased with non federal funds. All steel/iron must be manufactured in the United States.

Buy America provisions do allow use of a small portion of foreign steel and iron materials (less than one tenth of one percent of the total contract cost [0.1%] or \$2500, whichever is greater). Be vigilant and document. The consequences of exceeding this amount can be severe. Maintain a separate file for "Buy America" to facilitate oversight, certifications and compliance. It's that important.

**Buy America requirements apply to all UTILITY RELOCATION WORK (regardless of funding) that is part of a FHWA funded contract and to all federally funded standalone utility work. Standalone, non-FHWA funded, contracts are NOT covered.**

### Compliance:

The RE needs to receive the Buy America certification at time of delivery--absolutely PRIOR TO incorporating the steel/iron product in the project. Typically, the certification states:

***"All manufacturing processes for these steel and iron materials, including the application of coatings, have occurred in the United States."***

The certification MUST BE current, dated, signed and be specific to the material and project at hand. Step certification is encouraged when manufacturing occurs at different locations. This involves separate, self-supporting, certifications that are prepared at each location and accompany the product to the job site—a

documentation trail confirming ALL manufacturing in the US.

By L.J. Jacobs, P.E., FHWA <sup>48</sup>

# Contract Changes and Time

**Inherent in every project – processing is key**

## **Reference:**

Title 23 C.F.R. 635.120 - Changes and extra work  
Title 23 C.F.R. 635.121 - Contract time and contract time extensions  
2007 NJDOT Standard Specifications for Road and Bridge Construction

## **Guidance:**

Contract changes and progress of work must be monitored and documented daily.

The State's standard specifications shall govern the approval of changes in a contract. Below are some provisions that apply:

- Do not deviate from the requirements of the contract unless and until a field order is issued.
- Reimbursement cannot be made until a change order is approved by the Department.
- Extensions in contract time will only be granted for excusable, compensable delays and only for work defined on the critical path of the project, as defined in an approved project schedule.

Issue a formal "Notice to Proceed" (NTP) and stipulate a Contract Completion Date.

**Example NTP:** *The NTP date for this project is Friday, June 15, 2012. The duration for this project per section 100.03 of the Supplemental Specifications is sixty (60) calendar days. The date for final completion is Tuesday, August 14, 2012.*

## **Basic Requirements:**

"Time is of the essence as to all time frames stated in the Contract", *Section 108.10 NJDOT Standard Specification*

Any new or extra work needs to be defined and approved prior to being included in the contract. This approval is done through a change order which requires written justification, a breakdown of costs and quantities, and timely approvals.

Contract line item overruns are not permissible without formal requests and approvals.

Time shall always be evaluated as part of a change order.

Change orders for a time extension only must be fully substantiated in accordance with the contract requirements and specifications. Weather, right-of-way, utilities, and/or rail road work are not normally a legitimate basis for excusable, compensable delays.

Liquidated Damages: If changes in time are not fully justified and documented, liquidated damages may be assessed per the contract documents. Daily documentation of work activities is crucial.

The standard form DC-173A will be used to document the change order.

## **New or Supplemental Costs:**

All new or supplemental costs **must be** negotiated, itemized and justified. All documentation of the negotiations, including the basis of cost, must be on file and included in the change order request.

# DBE/ESBE/SBE Program

## Project Responsibility from Day One

### **References:**

- FHWA regulatory provisions: 49 CFR 26
- NJDOT's Construction Procedure Handbook for ESBE/DBE & SBE Program Implementation: Section V, Subsection B
- NJDOT DBE & ESBE Programs: <http://www.state.nj.us/transportation/business/civilrights/dbe.shtm>

### **Applicability:**

All federal aid projects with a contract DBE/ESBE requirement.

### **Guidance:**

The DBE Program is a legislatively mandated USDOT program. The mission of NJDOT's Disadvantaged and Small Business Programs is to promote contracting opportunities for small, socially and economically disadvantaged firms who seek to do business with the NJDOT.

DBE contract specifications are legally binding and **must be enforced in the same fashion as any other contract requirement**. Failure to carry out contract provisions may result in loss of Federal funds. The success of these programs is achieved by thoroughly implementing the monitoring and reporting procedures in place AS THE PROJECT PROGRESSES. REs will then be able address any issues early and take effective steps to ensure proper administration of the DBE/ ESBE/SBE Program and avoid any penalties.

### **Implementation:**

Beginning at the commencement of the project, the RE must continuously monitor DBE/ESBE/SBE participation as the project progresses to ensure that that the assigned DBE /ESBE/SBE goal on the contract will be met by the time the project is completed. This is a project responsibility. Maintain a separate file.

1. Check Recommendation To Award memorandum and the Schedule of Participation ESBE/DBE/SBE Form CR-266 (former "Form A") to determine status of subcontractors to monitor for compliance.
2. During the course of the Contract, the RE will monitor true participation by comparing contractor DBE/ ESBE/SBE Goal commitments against each Request for Approval to Sublet Form DC-18. In addition, the RE will cross check the Daily Work Reports with each affected Form DC-18, the Recommendation To Award, and the Utilization of ESBE/DBE/SBE Monthly Report Form CR-267.
3. During construction the RE and staff will use the Daily Work Report to document on-site monitoring of stipulated DBE work items and contractor performing the work in order to insure compliance.
4. The RE will notify the Person in Responsible Charge and the Contractor in writing of any violations and will direct the Contractor to comply with these requirements. Revisions can only be made to the committed DBE/ ESBE/SBE Program when the Contractor submits a revised Form CR-266.
5. Failure of the Contractor to comply will result in the RE notifying the Person in Responsible charge, NJDOT District Office, and DCR/AA by memorandum and presenting pertinent documents for their review and action. The RE must follow-up with all promptly to insure timely resolution.
6. If the DBE/ ESBE/SBE commitment is not fulfilled, documentation supporting adequate good faith effort (GFE) must be promptly submitted by the Contractor with Form CR-268. GFE will be reviewed by DCR/AA based on the guidance set forth in 49 CFR Part 26 Appendix A. .

# Pedestrian Facilities and ADA compliance – Curb Ramps

## Must Conform To Standards and Contract Plans

### References:

All pedestrian facilities constructed or reconstructed must provide safe and easy accessibility **for all users**.

The Americans with Disabilities Act (ADA) of 1990

Section 504 of the Rehabilitation Act of 1973

28 CFR Part 35.151(e)

NJDOT Construction Details 607 and 608

### Guidance:

Inspectors need to have immediate on-site access to contract plans.

It is the inspector's responsibility to insure that all sidewalks and ramps are constructed in strict accordance with contract plans. Slope is of critical importance; as are location, alignment, length, width and depth. Check plans. Measure-measure-measure, compare with plans and **DOCUMENT** conformance and quantities.

Immediately elevate questions or 'issues' for discussion and resolution. Document!

It starts with the concrete forms - PRIOR TO the placement of concrete.

NJDOT Standard Specifications, Sections 606 and 607, require RE approval of excavation and forms prior to placing concrete. Nonconformance at this stage means nonconformance with final product.

All measurements, checks, approvals and findings, including pay quantities, must be clearly documented. They become "Source Documents" – a critical item necessary to support payment.

This simple and basic guidance will promote compliance and avoid completed work that does not conform to contract plans and specifications.

### Be Vigilant:

The plans should be consistent with established design standards. If you note any design problems or inconsistencies, document and bring them to the attention of the RE/person in charge. Field inspection and documentation must occur for the following:

- The curb ramp type and crossing location are consistent with the plans.
- The curb ramp running slope **does not exceed 8.3%**.
- The curb ramp cross slope and connecting sidewalks **do not exceed 2.0%**.
- The turning areas (landings) are a minimum of 4 foot by 4 foot and cross slopes do not exceed 2% in both directions.
- All street connections, joints, and grade changes must be flush...no lip.
- There are no protrusions or obstacles within the pedestrian accessible route.
- The surface is firm, stable, & nonslip, including during temporary conditions.
- The pedestrian accessible route is free of utilities unless the design allows for exceptions.
- Detectable warning surface with truncated domes have been properly installed, are color contrasting, and aligned in the direction of pedestrian travel.
- No water ponding at the curb ramp or in the pedestrian pathway.
- Accessibility (walkway) has been provided to pedestrian push buttons, including a turning space at the button location.
- Diagonal ramps are discouraged. If provided for in the plans, they must provide a turning space at

the back of curb to facilitate travel to the adjacent pedestrian pathway.

# Responsible Charge

***Every federal-aid project must have a person in responsible charge.***

## **Reference:**

23 CFR 635.105 – ‘*Supervising Agency*’: the State Transportation Department (STD) has responsibility for the construction of all Federal-aid projects, whether or not; it or a local public agency (LPA) performs the work. This section stresses that such projects must receive adequate supervision and inspection to insure that they are completed in conformance with approved plans and specifications.

The regulation provides that the STD and LPA must provide a full time employee to be in "responsible charge" of the project. This cannot be the consultant.

## **Purpose:**

To insure that (think *public interest*) every project receives adequate supervision and inspection to insure that it is completed in conformance with contract plans and specs.

## **Implementation:**

Implementation and accountability is mandated through the person in responsible charge. Who is this person?

**STD**-For projects administered by the STD, the regulation requires that the person in "responsible charge" be a full-time employed state engineer. This requirement applies even when consultants are providing construction engineering services.

**LPA**-For locally administered projects, the regulation requires that the person in "responsible charge" be a full time employee of the LPA. The regulation is silent about engineering credentials. Thus, the person in "responsible charge" of LPA administered projects need not be an engineer. This requirement applies even when consultants are providing construction engineering services.

## **Duties:**

Regardless of whether the project is administered by the STD or a LPA, the person designated as being in "responsible charge" is expected to be a full time public employee (not a consultant) who is accountable for the project. This person, may share duties, but is expected to be able to perform the following duties and functions:

- Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintains familiarity of day to day project operations, including project safety issues;
- Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements
- Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; and
- Directs project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation.
- Is aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.
- Visits and reviews the project on a frequency that is commensurate with the magnitude and complexity of the project
- On the jobsite for the time needed to verify and insure that the project receives adequate supervision and inspection to insure that work is accomplished in conformance with approved plans and specifications.

# Source Documents

## **An Absolute Must Have**

### **Reference:**

23 CFR 635.123: Determination and documentation of PAY QUANTITIES.

### **Applicability:**

Applicable to all Federal-aid projects—basis for payment.

### **Guidance:**

What is a “Source Document”? Look at it in reverse: it’s a document prepared at the source--the ‘source’ being the point of delivery or the location of construction activity.

This is essentially the handwritten “receipt” of exactly how many and what was delivered. It is the **single most important document that substantiates quality and quantities and provides the required basis for payment to the contractor.**

The document consists of notes (documentation) of: counts; measurements (length, width, depth, and slope); calculations of area, volume, weights, etc; sketches; a STATEMENT of compliance with contract plans and specs; field changes; comments; and delivery tickets collected/initialed by the inspector at the point of unloading.

Who develops this documentation? The inspector, who is assigned to that project/location to protect the public interest and to insure that the number, size, and characteristics of what is being delivered match the plans/specs, completes this basic and essential documentation. Incorporate ‘established’ quantities into a **Quantity Summary Sheet** for each work item.

### **Importance:**

Highest level! This source documentation establishes quantities for payment. Without it, the eligibility of pay quantities may come under question. Later, after the fact, verification is very time consuming and often not possible.

### **Examples:**

**Item # \_\_\_\_; Sidewalk-Forms:** *Checked and measured forms for the sidewalk and ADA ramp at the NE corner of Grand and Market. Specific measurements including depth and slope are shown below (or are shown on the sketches below) along with quantity calculations. Also, noted on plan sheet # 21. Forms were clean, stable and uniform. Base was solid. Expansion joints were in place. All measurements, including depth and slopes, are in conformance with contract plans-a section was added to reach push button. The contractor was given approval to place concrete. (Sect. 606.03.02 DOT Spec)*

*Observed the **placement of concrete** at the NE corner of Grand and Market. Prior approval of forms had been granted. Placement and finishing procedures in accordance with specs. No access water. Curing compound placed 15 minutes after finishing. **Total quantity 24 SY** based on measurements taken. See plan sheet 21 of the contract plans. See calculations.*

**Item # \_\_\_\_:** *HMA Surface Coarse: Inspected HMA placement from Station 3+50 to 9+50. Took numerous measurements of D, W, and Temp as follows. Compaction/finish observed. Equipment and pattern as per spec (describe). Tickets collected at point of unloading. Initialed each w/station. Total tonnage \_\_\_\_\_. # of tickets \_\_\_\_\_. Refused one truck (# 254) due to time in transit was substantially over that allowed by spec.*

**Item # \_\_\_\_:** *Tack Coat; Observed test strip and noted several nozzles not functioning. Required repair of*

## ~ Guidance ~

*distributor to achieve uniform application. Repaired. Checked quantities before and after to affirm actual usage and pay quantity. See notes below.*

**IMPORTANT NOTICE**

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

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

I hereby certify as follows:

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

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

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

Signed: .....

Print Name: \_\_\_\_\_ Date: .....

**State of New Jersey  
Executive Order #117**

**Governor Jon S. Corzine**

WHEREAS, the residents of New Jersey are entitled to a government that is effective, efficient, and free from corruption, favoritism, and waste; and

WHEREAS, in pursuit of those goals, a series of actions have been taken in New Jersey since 2004 – through legislation, executive order, and regulation – to protect the integrity of government contractual decisions and increase the public’s confidence in government by prohibiting the awarding of government contracts to business entities that also are contributors to certain candidates and political parties; and

WHEREAS, among those actions were the issuance of Executive Order No. 134 (2004) and the codification of its provisions into statute in P.L.2005, c.51 (C.19:44A-20.13 et seq.) (“Chapter 51”); and

WHEREAS, since its adoption, Chapter 51 has significantly reduced the influence of contractor contributions in the process of awarding State government contracts and has proven to be an effective method of ensuring that merit and cost-effectiveness drive the government contracting process; and

WHEREAS, this administration is committed to ensuring the highest ethical standards in government contracting and rooting out corruption, favoritism, and waste; and

WHEREAS, experience has shown that additional measures are needed to ensure there is no dilution of the protections provided by Chapter 51 against the improper influence of political contributions on the process of awarding State government contracts and to ensure compliance with the provisions of Chapter 51; and

WHEREAS, many State government contractors, particularly those that provide professional services, are business entities whose form of business organization and ownership structure are such that the political contribution limits in Chapter 51 apply to few if any of the individuals who own or control the entity; and

WHEREAS, the strong public interest in limiting political contributions by businesses that contract with the State requires that the contribution limits in Chapter 51 be applied to such individuals and that those limits otherwise be applied in such a way that the purposes of Chapter 51 will be served regardless of the form of business organization of the State government contractor; and

WHEREAS, because New Jersey’s campaign finance laws permit large, and in some cases unlimited, political contributions to flow between and among various types of political committees and State officeholders, the effectiveness of the restrictions in Chapter 51 can be, and

have been, undermined by the current ability of State government contractors to make large contributions to legislative leadership committees and municipal political party committees; and

WHEREAS, the Constitution of this State requires the Governor to manage the operations of State government effectively and fairly, uphold the law to ensure public order and prosperity, and confront and uproot malfeasance in whatever form it may take; and

WHEREAS, it is the Governor's responsibility to safeguard the integrity of the State government procurement process by ensuring that there is no dilution of the protections provided by Chapter 51 against the improper influence of political contributions on the process of awarding and overseeing the performance of State government contracts and that there be full compliance with the provisions of Chapter 51;

NOW, THEREFORE, I, JON S. CORZINE, Governor of the State of New Jersey, by virtue of the authority vested in me by the Constitution and by the Statutes of this State, do hereby ORDER and DIRECT:

I. For the purposes of this Order:

a. "Business entity" means:

i. a for-profit entity as follows:

- A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;
- B. in the case of a general partnership: the partnership and any partner;
- C. in the case of a limited partnership: the limited partnership and any partner;
- D. in the case of a professional corporation: the professional corporation and any shareholder or officer;
- E. in the case of a limited liability company: the limited liability company and any member;
- F. in the case of a limited liability partnership: the limited liability partnership and any partner;
- G. in the case of a sole proprietorship: the proprietor; and
- H. in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;

ii. any subsidiary directly or indirectly controlled by the business entity;

- iii. any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
  - iv. 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 the individual, provided, however, that, this Order shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of section 9 of P.L.2005, c.51 (C.I.9:44A-20.13 et seq.) ("Chapter 51").
- b. "Contribution" means a contribution reportable by the recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act," P.L.1973, c.83 (C.I.9:44A-1 et seq.) made on or after the effective date of this Order.
2. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a "business entity" as defined in Paragraph 1(a) of this Order in the same manner as those provisions apply to a "business entity" as defined in section 5 of Chapter 51.
  3. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a contribution made to a legislative leadership committee or a municipal political party committee in the same manner as those provisions apply to a contribution to any candidate committee, election fund, or political party committee identified in Chapter 51.
  4. Any Executive Branch department, agency, authority, or independent State authority charged with implementing and enforcing Chapter 51 shall apply its provisions to a contribution made to a candidate committee or election fund of any candidate for or holder of the office of Lieutenant Governor in the same manner as those provisions apply pursuant to Chapter 51 to a contribution to any candidate committee or election fund of any candidate for or holder of the office of Governor.
  5. This Order shall take effect on November 15, 2008 and is intended to have prospective effect only. This Order shall not apply to any contribution made prior to November 15, 2008.

GIVEN, under my hand and seal this 24th day  
of September, Two Thousand and Eight, and of  
the Independence of the United States, the Two  
Hundred and Thirty-Third.

/s/ Jon S. Corzine

Governor

[seal]

Attest:

/s/ Edward J. McBride, Jr.

Chief Counsel to the Governor