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# **REQUEST FOR PROPOSALS**

*For*

## **ELECTRONIC BOARD BOOK SERVICES**

**CONTRACT NO.: PW1202**

**ISSUE DATE: June 14, 2012**

**MANDATORY ELECTRONIC NOTICE OF INTENT TO PARTICIPATE:  
June 21, 2012 by 5:00 PM Eastern Time**

**PROPOSAL DUE DATE: July 9, 2012 by 5:00 PM Eastern Time**

*At the*

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY**

PREPARED BY

NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
ONE WEST STATE STREET  
PO BOX 991  
TRENTON, NEW JERSEY 08625-0991

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**REQUEST FOR PROPOSALS  
FOR  
ELECTRONIC BOARD BOOK SERVICES**

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**INTRODUCTION**

The New Jersey Schools Development Authority ("NJSDA") is seeking to engage an "Electronic Board Book" solution provider. The term of the engagement shall be three (3) years, unless otherwise terminated by the NJSDA. The term may be extended for one (1) additional year at the sole discretion of the NJSDA.

This RFP consists of the following:

1. Request for Proposals
2. Attachment A: Scope of Services
3. Attachment B: Fee Proposal
4. Attachment C: NJSDA Standard Terms and Conditions
5. Attachment D: Moral Integrity Questionnaire

**NOTICE OF INTENT TO PARTICIPATE**

All firms wishing to submit a proposal **must** sign in electronically by sending a mandatory e-mail Notice of Intent to Participate to Daryl Johnson at [djohnson@njsda.gov](mailto:djohnson@njsda.gov) **no later than 5:00 PM on June 21, 2012.**

Firms may submit questions to the NJSDA by sending them by e-mail to Daryl Johnson at [djohnson@njsda.gov](mailto:djohnson@njsda.gov) **no later than 5:00 PM on June 21, 2012.** The questions and NJSDA answers will be provided electronically to each firm that submitted a timely e-mail Notice of Intent to Participate.

**PROPOSAL SUBMISSION**

The Firm must submit one (1) unbound original and three (3) bound copies of a Technical Proposal, one (1) original of the corresponding Fee Proposal (in a separate envelope, which is sealed and then placed in the same package with the Technical Proposal), and one (1) original, completed Moral Integrity Questionnaire (in a sealed envelope separate from the package containing the Technical and Fee Proposals). **Proposal Packages** must be received by the NJSDA no later than **5:00 PM on July 9, 2012**, as follows:

***If submitting by hand or overnight delivery, at the:***

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
1 West State Street  
Trenton, New Jersey 08625-0991  
Attention: Daryl Johnson, Division of Procurement  
Subject: Electronic Board Book Services Proposal PW1202**

**If submitting by U.S. Mail, address packages to:**

**NEW JERSEY SCHOOLS DEVELOPMENT AUTHORITY  
P.O. Box 991  
Trenton, New Jersey 08625-0991  
Attention: Daryl Johnson, Division of Procurement  
Subject: Electronic Board Book Services Proposal PW1202**

**Submissions received after the date and time indicated on the RFP cover sheet will not be considered. Faxed and e-mailed proposals will not be accepted.**

## **INSTRUCTIONS FOR SUBMITTING A TECHNICAL PROPOSAL**

Firms responding to the RFP shall thoroughly familiarize themselves with the RFP to ensure responsiveness in their submission. The submission is to consist of the following:

1. Cover Letter
2. User-Friendliness
3. Training / Implementation
4. Communication With/Among Users
5. Security – System and User
6. Technical Support
7. Relevant Experience
8. Other Features
9. Moral Integrity Questionnaire
10. Business Registration

The Firm's Proposal must be organized and presented in the foregoing order. Each Proposal will be ranked using the Evaluation Criteria listed in this RFP, with information contained in a Proposal verified as may be necessary.

The items that must be addressed in the Technical Proposal that must be submitted are further described below.

### **Cover Letter**

Present a brief recital of the Firm's understanding of the purpose of this engagement as detailed in the Scope of Services set forth in Attachment A of this RFP. Include in the cover letter information relevant to the Firm's qualifications not set forth elsewhere in its Proposal.

### **User-Friendliness**

What factors make this system more "user friendly" than those of its competitors? Is the system easy to access?

### Training / Implementation

What is the service providers approach toward ensuring that all users are thoroughly trained in its use? What is the timeframe within which such training is accomplished? How will users be trained (hands on or remote) depending upon location?

### Communication With/Among Users

How does this system provide for communication (pre-meeting and otherwise) among users who wish to share questions or comments regarding the materials? How are users notified when previously posted materials are revised or replaced?

### Security – System and User

What is this provider's approach towards protecting the confidentiality of the meeting materials?

### Technical Support

What is this service provider's approach to technical assistance and support? What will be required of NJSDA's MIS team to implement and support the system?

### Relevant Experience

What is the experience of the Firm in providing services to other agencies similar in size and nature to the NJSDA?

### Other Features

From time of execution of a contract between NJSDA and provider, how long will it take before users are trained and system is fully functional?

What additional materials, in addition to meeting materials, is system equipped to archive/make available? How extensive is the system's storage capability, i.e. how far back will the system allow for archiving purposes?

### Moral Integrity Questionnaire

At the same time as a Proposal is submitted, the Firm **must** also submit to NJSDA one (1) original completed Moral Integrity Questionnaire for submission to the New Jersey State Police, in the form attached as Attachment D to this RFP. NJSDA will hold all submitted Questionnaires, unopened, until after all Firms have been ranked, unless special circumstances warrant otherwise. Thereafter, NJSDA staff will forward the Questionnaires of the top-ranked Firms to the New Jersey State Police for review. **Moral Integrity approval is a prerequisite to engagement of the Firm.**

### Business Registration

Pursuant to N.J.S.A. 52:32-44(b), as amended by P.L. 2004, c. 57, each proposing firm must provide proof of valid business registration with the Division of Revenue of the New Jersey Department of the Treasury (the "Division of Revenue") in its Proposal.

Any subcontracted firm must provide a firm selected as a Contractor with a copy of its business registration, which the Contractor must forward to the NJSDA. No firm selected as a Contractor may enter into any subcontract with a firm that has not provided proof of valid business registration to the selected firm, for forwarding to the NJSDA. The NJSDA shall duly file all business registrations with the other procurement documents relating to the contract. **Business registrations of proposed subcontractors, if any, are NOT required to be included in a firm's Proposal.**

Firms may obtain New Jersey Business Registration assistance by going on-line to [www.state.nj.us/treasury/revenue/gettingregistered.shtml](http://www.state.nj.us/treasury/revenue/gettingregistered.shtml) or by calling the New Jersey Department of Treasury at (609) 292-9292. Please be advised, however, that business registrations are mailed generally within seven to ten days, so firms should plan accordingly.

## **INSTRUCTIONS FOR SUBMITTING A FEE PROPOSAL**

The Firm must submit its Fee Proposal based on a lump sum annual fee for the requested services. The Firm should include pricing for the term, including the initial three (3) year term and potential one (1) year extension. The Fee Proposal Form is included as Attachment B to this RFP.

## **SELECTION PROCEDURES**

Each Proposal will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation. Responsive Proposals will be evaluated by a Selection Committee ("Committee") established for this purpose. Evaluations of the Proposals will be made based upon the information provided by the Firm in response to this RFP, and any necessary verification thereof. The Selection Committee members will independently score each Firm's Proposal in accordance with the following evaluation criteria:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
User-Friendliness	20
Training / Implementation	20
Communication With/Among Users	15
Security - System and User	10
Technical Support	15
Relevant Experience	10
Other Features	10
<b>Total Points</b>	<b>100</b>

The Selection Committee will consist of three (3) NJSDA staff members. Firms will receive a technical score and/or ranking based on the above-described evaluation process, except that, at its sole option, the NJSDA may conduct interviews. Following the interviews, if any, the final technical scores and/or rankings shall be determined, based on the evaluation criteria.

Following the final technical ranking, the Fee Proposals will be opened and reviewed by the NJSDA. Using the Fee Proposals as a guideline, the NJSDA may negotiate compensation that the NJSDA determines to be fair and reasonable.

Notwithstanding anything to the contrary in the above, the NJSDA has no obligation to make an award and reserves the right to waive any non-material defects, reject all Proposals for any reason and terminate the selection process at any time.

Any Firm attempting to contact government officials (elected or appointed), including NJSDA Board members and NJSDA Staff, in an effort to influence the selection process may be immediately disqualified.

## **PRE-AWARD REQUIREMENTS**

After determination of the successful Firm, the NJSDA shall request the following information prior to the award of the contract:

(a) **Political Contributions.** P.L. 2005, c. 51 amended and supplemented N.J.S.A. 19:44A-20.1 *et seq.*, and superseded Executive Order 134 (2004), addresses the effect of political contributions on State contracting. Additionally, Executive Order 117 (2008), which is designed to enhance New Jersey's efforts to protect the integrity of government contractual decisions and increase the public's confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 ("Chapter 51"), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors. Accordingly, a selected Firm will be required to respond in a timely fashion to certification and disclosure requirements that will be stated in the Notice of Award issued by the NJSDA.

**Requirements for Selected Firm.** The Firm shall receive a Notice of Award that will, among other things, notify the Firm that it must submit a Certification and Disclosure of Political Contributions form and Business Entity Disclosure form as provided by NJSDA. Failure to submit these forms in a timely fashion shall be cause for rejection of the Firm.

**Firm's Continuing Obligation to Comply with P.L. 2005, c. 51.** The Firm shall be required on a continuing basis to disclose and report to NJSDA any contributions made during the contract term by the Business Entity on forms provided by NJSDA, at the time it makes the contribution.

(b) **Political Contributions Disclosure.** Firms are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.18 and 20.19 (P.L. 2005, c. 271, section 3), in the event they receive contracts in excess of \$50,000 from a public entity in a calendar year. It is a Firm's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

(c) **Outsourced Services Special Provisions.** Under P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the NJSDA shall not award a contract to a bidder that submits a bid proposal to perform services, or to subcontract with a firm to perform services, outside the United States, unless certain conditions is met. If, during the term of the contract, the Contractor or subcontracted firm, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of the services outside of the United States, the Contractor shall be deemed in breach of the Agreement, unless the Director of the NJSDA Division of Procurement shall have first determined in writing that extraordinary circumstances

require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

**(d) Anti-Discrimination Requirements.** In addition, the Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:5-1 et seq. and all rules and regulations issued there under, including N.J.A.C. 17:27-1.1 et seq. **Accordingly, a firm shall be required to submit to the NJSDA, with its executed Agreement, one of the following three documents:**

- (1) appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;
- (2) a certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4.2; or
- (3) an initial employee information report (Form AA302) provided by the NJSDA and completed by the contractor in accordance with N.J.A.C. 17:27-4.2.

**(e) Insurance and Indemnification.** The successful Firm shall be required to provide evidence of the insurance coverages required by this document, at the time of execution of the Agreement. In addition, proposing Firms should take note of the provisions for indemnification of the NJSDA. Please ensure that the NJSDA (the “Authority”), the New Jersey Economic Development Authority (the “NJEDA”), the State of New Jersey, and their respective directors, officers, members, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any. In addition, the Consultant may also be required to name other parties as additional insureds prior to the initiation of Services. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority.

## **ATTACHMENT A**

### **SCOPE OF SERVICES**

#### **Electronic Board Books**

- Secure web-based portal hosted by solution provider including individual password protection
- Intuitive and easy-to-use
- Ability to print a complete collated book
- Online viewing
- Customizable and flexible
- Customizable workflow/features (e.g. Meeting Calendar, Member contact information)
- Archiving capable (e.g. Board Books, minutes, etc.)
- Search feature
- Alert to users when Board/Committee materials are available for review
- Ability to make notes on particular items and send notes to other users
- 24/7/365 service and support
- Complete installation and setup, including any backend integration required
- Complete upfront training for users
- Ongoing training as needed
- Full IT support and troubleshooting (including network and firewall issues)
- Remote diagnostics
- Free software upgrades
- Hosting for 1 Board (12 meetings per year)
- Hosting for 3 Committees (36 meetings per year)
- Online access for approximately 20 users
- Administrative access for 3 users



## ATTACHMENT B

### FEE PROPOSAL

#### Electronic Board Books

Year 1 - Lump Sum Setup/Installation Fee\*: \$ \_\_\_\_\_

Year 1 - Lump Sum Annual Fee\*: \$ \_\_\_\_\_

Year 2 - Lump Sum Annual Fee\*: \$ \_\_\_\_\_

Year 3 - Lump Sum Annual Fee\*: \$ \_\_\_\_\_

Year 4 (Optional) - Lump Sum Annual Fee\*: \$ \_\_\_\_\_

**\* Additional charges, if any, shall be detailed on a separate page and attached to this Fee Proposal.**

I am duly authorized to sign this Fee Proposal on behalf of the named firm.

Firm: \_\_\_\_\_

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

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

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

## ATTACHMENT C

### **NJSDA STANDARD TERMS AND CONDITIONS**

#### **Electronic Board Books**

- I. The following terms and conditions will apply to the contract made with by New Jersey Schools Development Authority ("NJSDA") to which these terms and conditions are annexed.
- II. All of the following terms and conditions will become a part of the contract. In the event the vendor's terms and conditions conflict, these terms and conditions will prevail.
- III. The statutes, regulations, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. The vendor's status shall be that of an independent principal and not as an employee of the State of New Jersey or NJSDA.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL VENDORS**

- 1.1 **BUSINESS REGISTRATION** – Effective September 1, 2004, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities are prohibited from entering into a contract with an entity unless the vendor has provided a copy of its business registration certificate or interim registration as part of its bid submission. Submission of a copy of the Business Registration Certificate is a contractual requirement.
- 1.2 **SALES AND USE TAX** - The vendor, contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.)" on all their sales of tangible personal property delivered into the State. This requirement shall apply to all contracts awarded on and after September 1, 2004. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ\_REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.
- 1.3 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION** – All parties to any contract with NJSDA agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-38, and all rules and regulations issued thereunder. The vendor and its subcontractors shall abide by affirmative action rules established by the New Jersey Department of the Treasury at N.J.A.C. 17:27-1.1 et seq. under P.L. 1975, c. 127, the small business set-aside rules for the procurement of goods and services established by

the Commerce and Economic Growth Commission at N.J.A.C. 12A:10-1.1 *et seq.* and by Executive Order No. 71 (2003), and the affirmative action program established by the NJSDA pursuant to Section 48 of the Educational Facilities Financing and Construction Act, P.L. 2000, c. 72, and any rules and regulations associated therewith. The Consultant shall comply with the *MacBride* principles of nondiscrimination in employment, or have no business operations in Northern Ireland, under N.J.S.A. 52:34-12.2.

- 1.4 PREVAILING WAGE ACT** – The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 *et seq.* is hereby made part of every contract entered into on behalf of NJSDA, except those contracts which are not within the contemplation of the Act. The vendor hereby guarantees that neither he nor any subcontractors he might employ to perform the work covered by the contract has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.5 PUBLIC WORKS CONTRACTOR REGISTRATION ACT** – The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464 or <http://www.nj.gov/labor/lssc/lspubcon.html>.
- 1.6 AMERICANS WITH DISABILITIES ACT** – The vendor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 *et seq.*
- 1.7 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** – The provisions of N.J.S.A. 34:5A-1 *et seq.* which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to NJSDA must be labeled by the vendor in compliance with the provisions of the Act.
- 1.8 OWNERSHIP DISCLOSURE** – Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission, the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.
- 1.9 COMPLIANCE – LAWS** – The vendor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.10 COMPLIANCE – STATE LAWS** – It is agreed and understood that any contracts entered into with NJSDA shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

- 1.11 COMPLIANCE – CODES** – The vendor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The vendor will be responsible for securing and paying all necessary permits, where applicable.
- 1.12 POLITICAL CONTRIBUTIONS --** The vendor shall, on a continuing basis, disclose and report to the NJSDA any “contributions,” as that term is defined in P.L. 2005, c. 51 (formerly Executive Order No. 134 (2004)), made during the term of the contract by it or any “Business Entity,” as that term is defined in P.L. 2005, c. 51, associated with the vendor, on the “Disclosure of Political Contribution” form provided by the Authority, at the time such contribution is made. As part of this obligation, the vendor shall comply with Executive Order No. 117, which was issued to enhance New Jersey’s efforts to protect the integrity of government contractual decisions and increase the public’s confidence in government. The Executive Order builds on the provisions of P.L. 2005, c. 51 (“Chapter 51”), which limits contributions to certain political candidates and committees by for-profit business entities that are, or seek to become, State government vendors.
- 1.13 POLITICAL CONTRIBUTIONS DISCLOSURE.** The vendor shall comply with its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3), in the event it receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the vendor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us) .
- 1.14 OUTSOURCING OF SERVICES.** In accordance with P.L. 2005, c. 92 (formerly Executive Order No. 129 (2004)), the vendor shall have a continuing duty to comply with the provisions of P.L. 2005, c. 92, as applicable. If, during the Term, the vendor or a subcontracted firm, who had on contract award declared that Services would be performed in the United States, proceeds to shift the performance of the Services outside of the United States, the vendor shall be deemed in breach of the Agreement, which shall be subject to termination for cause, unless the Senior Director of the NJSDA’s Division of Procurement & Contract Services shall determine in writing that extraordinary circumstances require a shift of services or that a failure to shift the services would result in economic hardship to the NJSDA or the State.

## **2. LIABILITIES**

- 2.1 LIABILITY – COPYRIGHT** – The vendor shall hold and save NJSDA and the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 INDEMNIFICATION** – The vendor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless NJSDA and the State of

New Jersey and their respective directors, officers, members, employees and agents, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

**2.3 INSURANCE** – Prior to undertaking any work under this Agreement, the Consultant, at no expense to the Authority, shall obtain and provide to the Authority evidence of a policy or policies of insurance as enumerated below.

The Consultant shall maintain, and/or cause their subconsultants to maintain, at their own cost and expense, the following insurance coverages/policies insuring the Consultant, its employees, subconsultants and agents. The Consultant shall obtain this insurance from insurance companies that are authorized to transact the business of insurance in the State of New Jersey and that are “A- VII” (or better) rated, as determined by A. M. Best Company. In each policy, the Consultant shall have incorporated a provision, in accordance with the laws of the State of New Jersey, requiring written notice to the Authority at least thirty (30) Days prior to cancellation or non-renewal of any insurance coverage required under this Section. The Consultant warrants that if the insurer or coverage is not subject to the provisions requiring (30) day prior notification, that it will notify the Authority in writing of any cancellation or non-renewal of any insurance coverage required under this Section. Any and all deductibles shall be paid by the Consultant. The Consultant warrants that its insurance carriers are accurately informed regarding the business activities of the Consultant and intend to cover those business exposures. All insurance policies, exclusive of Professional Liability and Workers’ Compensation, shall name the Authority as Primary Additional Insured and will include a Waiver of Subrogation. In addition, the Consultant may also be required to name other parties as Additional Insureds prior to the initiation of such work, and shall comply with all laws, ordinances, rules and regulations of Federal, State, county and municipal authorities in the performance of said work. The types and minimum amounts of insurance required are as follows:

Professional Liability Insurance (Errors & Omissions). The Consultant shall maintain Professional Liability Insurance with coverage retroactive to the Effective Date, sufficient to protect the Consultant from any liability arising from the Services and professional obligations performed pursuant to this Agreement in an amount not less than \$2,000,000 per claim and \$2,000,000 in the aggregate for all operations conducted. The Consultant warrants they will notify the Authority in writing of any reduction in the aggregate coverage within thirty (30) days. The Consultant warrants that coverage shall not be circumscribed by any endorsements excluding coverage arising out of services performed pursuant to this Agreement.

Commercial General Liability Insurance. The Consultant shall maintain Commercial General Liability Insurance (CGL), and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$5,000,000 for each occurrence,

\$5,000,000 aggregate limit for products/completed operations and \$5,000,000 general aggregate limit. CGL insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include liability arising out of, occasioned by or resulting from premises, operations, independent contractors, products, completed operations, personal injury and advertising injury, and liability assumed under an insured contract in connection with Services performed under this Agreement. The NJEDA, the Authority, the State of New Jersey, and their respective directors, officers, members, employees and agents shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 (or a substitute form providing equivalent coverage), and under the Commercial Umbrella, if any. In addition, the Consultant may also be required to name other parties as additional insureds prior to the initiation of Services. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Authority.

Worker's Compensation Insurance. The Consultant shall, at its own cost and expense, maintain Workers' Compensation and Employers' Liability insurance prescribed by the laws of the State of New Jersey and any other jurisdiction required to protect employees of the Consultant while engaged in the performance of the Services under this Agreement. Workers' Compensation coverage shall be statutory and the Employers' liability limits (including Umbrella coverage) shall not be less than \$1,000,000 per accident for bodily injury by accident and \$1,000,000 for each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.

Business Automobile Liability Insurance. The Consultant shall, at its sole cost and expense, maintain Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each accident. Such insurance shall cover liability arising out of any automobile, including coverage for all owned, non-owned and hired vehicles. The Business Automobile coverage shall be written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Certificates of Insurance. Attached to this Agreement shall be valid insurance certificates, executed by a duly authorized representative of each insurer, in form and substance satisfactory to the Authority, evidencing compliance with the insurance requirements. An insurance certificate must be submitted to evidence each insurance renewal required by this Section. Failure of the Authority to demand such certificates or other evidence of full compliance with the insurance requirements set forth herein or failure of the Authority to identify a deficiency in the insurance provided shall not be construed as a waiver of the Consultant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Agreement at the Authority's sole option. The Consultant shall provide certified copies of all insurance policies, including any and all amendatory endorsements, within ten (10) Days of the Authority's written request for such policies.

Liability in Excess of Coverage. By executing this Agreement, the Consultant expressly agrees that any insurance protection required herein or by the Consultant's Documents shall in no way limit the Consultant's obligations under this Agreement or the Consultant's Documents and shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it preclude the Authority from taking such other actions as are available to it under other provisions of this Agreement or the Consultant's Documents or otherwise in law or equity. By requiring insurance herein, the Authority does not represent that coverage and limits will necessarily be adequate to protect the Consultant, and such coverage and limits shall not be deemed as a limitation on the Consultant's liability under this Agreement.

Right to Remedy. If the Consultant fails to obtain and/or maintain the insurance as required in this Section, fails to renew any of its insurance policies as necessary, or in the event any policy is canceled, terminated or modified so that the insurance does not meet the requirements of this Agreement, the Authority may: (i) purchase insurance at the Consultant's sole expense; (ii) refuse to make payment of any further amounts due under this Agreement; (iii) refuse to make payments due or coming due under other agreements between the Consultant and the Authority; (iv) suspend performance by the Consultant under this Agreement; or (v) terminate this Agreement. Any funds retained pursuant to this Section may be used, at the Authority's discretion, to renew or purchase the Consultant's insurance for the periods and amounts as set forth in this Agreement. In the event the Authority purchases said insurance the Authority may, at its discretion, reduce the Consultant's Compensation under this Agreement by the amount paid for such insurance plus reasonable attorney's fees.

Additional Insurance. The Consultant shall also provide such additional types of insurance in such amounts as the Authority shall reasonably require. In the event that any such additional insurance is required, the Consultant shall deliver certified copies of each policy to the Authority within ten (10) days of the Authority's written request for such insurance.

Waiver of Subrogation. The Consultant waives all rights of subrogation and recovery against the Authority, agents or employees of the Authority to the extent these damages are covered by the CGL, Business Automobile Liability or Commercial Umbrella Liability Insurance obtained by the Consultant. If the policies of insurance purchased by the Consultant as required above do not expressly allow the insured to waive rights of subrogation prior to loss, the Consultant shall cause them to be endorsed with a waiver of subrogation as required herein.

Any deductible or self-insured retention (SIR) applicable to the aforementioned insurance shall be declared to and approved by the Authority and written using ISO endorsement CG 03 00 (or a substitute providing equivalent terms and conditions). The Consultant shall not be permitted to have a SIR larger than \$100,000 unless it obtains the express, written consent of the Authority to the larger SIR. FAILURE TO COMPLY WITH SECTION 5.1.8 IS A MATERIAL BREACH OF CONTRACT.

If any of the aforementioned insurance is written on a "claims made basis," the Consultant warrants that continuous coverage will be maintained or an extended discovery period will be exercised for a period of five (5) years after the date of Final Payment by the Authority and the Consultant will provide Certificates of Insurance evidencing continuance of coverage with the original claims made retroactive date. Within the Certificate of Insurance, in the blocks designated "Policy Number," in addition to the policy number, the Consultant shall insert a note "claims made retroactive date \_\_\_\_/\_\_\_\_/\_\_\_\_" (with the date inserted).

### **3. OTHER TERMS**

#### **3.1 TERMINATION OF CONTRACT**

**3.1.1 Termination for Convenience of the NJSDA.** Notwithstanding any provision or language in the contract to the contrary, the NJSDA, in its sole discretion, may terminate at any time, in whole or in part, the contract entered into for the convenience of NJSDA. Any such termination shall be effected by delivery of a "Notice of Termination" specifying the extent to which the contract is being terminated and the date upon which the termination becomes effective.

If so terminated, the vendor shall be entitled only to that proportion of the compensation that the goods and/or services actually and satisfactorily provided by the vendor bear to the total goods and/or services required to be rendered under the contract, less payments previously made.

**3.1.2 Termination for Cause.** Without prejudice to any other remedy, the NJSDA may terminate this contract if the vendor: (i) disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; (ii) refuses or fails to supply enough properly skilled workers or proper materials; (iii) fails to make payments to subcontractors for materials or labor; (iv) fails to maintain or produce any records required by the contract or purchase order to be so maintained or produced; (v) fails to cooperate with the NJSDA where such cooperation is deemed necessary by the NJSDA for the implementation of the contract or purchase order; (vi) fails to obtain and properly maintain the level of insurance coverage required; (vii) assigns or transfers its obligations, privileges or rights under the contract or purchase order without the prior written consent of the NJSDA; (viii) makes any misrepresentation or conceals any material fact; or (ix) commences or has commenced against it any action under the United States Bankruptcy Code or any state or federal insolvency law, the commencement of which, in the NJSDA's judgment, may effectively impair the ability of the vendor to perform its obligations under the contract; or (x) violates or breaches the contract or any provision or material term thereof. For all such causes of termination except those contained in subsections (viii) and (ix), the NJSDA may choose to retract its Notice of Termination in writing if, within seven (7) calendar days of Notice of Termination, the vendor, to the NJSDA's satisfaction, cures or commences to cure its default, neglect or violation, with diligence and promptness. Absent issuance of written retraction of the Notice of Termination within seven (7) calendar days of Notice of Termination, the contract or purchase order shall be deemed terminated.



**3.1.3** In the event that this contract is terminated for cause, the NJSDA reserves the right not to make any further payments to the vendor and may require the vendor to repay all or a portion of the monies already paid.

**3.1.4** No action withholding of action by the NJSDA shall operate to waive or release any claim it may have against the vendor.

**3.2 SUBCONTRACTING OR ASSIGNMENT** – The contract may not be subcontracted or assigned by the vendor, in whole or in part, without the prior written consent of NJSDA. Such consent, if granted, shall not relieve the vendor of any of his responsibilities under the contract. The NJSDA, in its sole discretion, may assign this contract to any other State agency, authority or instrumentality, or any local or municipal instrumentality, and, in such case, the vendor shall continue to perform all of its obligations under this contract. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and NJSDA. Nothing contained in this contract shall be construed to create a cause of action in favor of a third party against either party. No individual, firm, entity, or any combination thereof, which supplies materials, labor, services or equipment to the vendor shall become thereby a third party beneficiary under the Agreement.

**3.3 MERGERS, ACQUISITIONS** – If, subsequent to the execution of the contract, the vendor proposes to merge with or be acquired by another firm or in the event of a proposed dissolution by the vendor, the vendor shall immediately notify the NJSDA and shall submit documentation to the NJSDA describing the proposed transaction.

**3.3.1** The NJSDA, in its sole discretion, may approve the continuation of the contract following the proposed transaction or terminate the contract for cause. The NJSDA will notify the vendor of its decision within thirty (30) days of receipt by the NJSDA of documentation from the vendor describing the proposed transaction.

**3.3.2** If the NJSDA approves a merger or acquisition, the vendor shall submit to the NJSDA: (i) corporate resolutions prepared by the vendor and the new entity ratifying acceptance of the contract; (ii) information necessary to ensure that the new entity satisfies the NJSDA's pre-qualification policies and procedures, where applicable; (iii) the names and addresses of all owners and potential owners which hold or may acquire five percent (5%) or more of its stock or interest; (iv) any new or changed Federal Employer Identification Number(s); (v) acknowledgment of the assumption of the contract by the new entity; and (vi) any other information the NJSDA may require.

**3.3.3** If the NJSDA approves a dissolution, the vendor shall submit to the NJSDA: (i) a copy of the corporate resolution, or the written statement of the partnership, general partner, receiver or custodian thereof, or the written agreement of the principal parties of a joint venture to dissolve the NJSDA, partnership or joint venture, respectively; (ii) information necessary to ensure that the new entity satisfies the NJSDA's pre-qualification policies and procedures, where applicable; (iii) any new or changed Federal Employer

Identification Number(s); (iv) acknowledgment of the assumption of the contract by the new parties; and (v) any other information the NJSDA may require.

**3.4 MAINTENANCE OF RECORDS** – The vendor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

**3.5 ASSIGNMENT OF ANTITRUST CLAIM(S)** – The vendor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the vendor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the vendor;

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
  1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
  2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the vendor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the vendor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

#### **4. TERMS RELATING TO PRICE**

- 4.1 PRICE FLUCTUATION DURING CONTRACT** – Unless otherwise noted by NJSDA, all prices quoted shall be firm through issuance of contract and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or vendor's price decrease during the contract period, NJSDA shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. NJSDA must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause.

- 4.2 DELIVERY COSTS** – All prices for items must be F.O.B. delivery point. Regardless of the method of quoting shipments, the vendor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to NJSDA's designated delivery point.

F.O.B. destination does not cover "spotting" but does include delivery on the receiving platform at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at vendor's convenience when a single shipment is ordered. The weights and measures of NJSDA shall govern.

- 4.3 C.O.D. TERMS** – C.O.D. terms are not acceptable.

- 4.4 TAX CHARGES** – The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

- 4.5 PAYMENT TO VENDORS/NEW JERSEY PROMPT PAYMENT ACT** – Within thirty (30) Days after receipt of the vendor's properly supported invoice, the NJSDA, pursuant to New Jersey's Prompt Payment Act, N.J.S.A. 52:32-32 and 2A:30A-2, will make payment of the approved amount of such invoice, unless within twenty (20) days of receipt the NJSDA issues a notice in accordance with the Prompt Payment Act indicating that funds will be withheld, the amount of the funds to be withheld and the reason for such withholding. The twenty (20) day period for providing notice to the vendor that the NJSDA will withhold funds shall be extended if authority for payment by the NJSDA's Board of Directors is required. The thirty (30) day payment requirement shall be extended if the vendor fails to provide complete and sufficient documentation in support of the amounts claimed and the NJSDA reserves the right to refuse payment as a result.

- 5. AUDIT** – The contract and any subcontract of the obligations thereunder is subject to audit by NJSDA at NJSDA's sole discretion and by the Unit of Fiscal Integrity of the New Jersey State Police.

- 6. MODIFICATIONS** – No contract may be modified except by written instrument signed by an authorized officer of NJSDA.

7. **CLAIMS** – The parties agree that this contract shall be deemed to be governed in accordance with the New Jersey Tort Claims Act, N.J.S.A. 59:1.1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. and the New Jersey False Claims Act, N.J.S.A. 2A:32, et seq. (collectively "the Acts"), such that a claim against the NJSDA shall be treated in the same manner as a claim against the State of New Jersey under the Acts. All notice, claims and limitations periods set forth in the Acts shall apply to claims by the vendor against the NJSDA.
8. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** – The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with NJSDA and/or the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- 8.1 The vendor shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity or other thing of value of any kind to: (i) an NJSDA officer or employee with which the vendor transacts, or offers or proposes to transact, business; or (ii) any member of the immediate family (defined by N.J.S.A. 52:13D-13i) of any such NJSDA officer or employee; or (iii) any partnership, firm or authority with which such NJSDA officer or employee is employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
- 8.2 The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any NJSDA officer or employee from the vendor shall be reported in writing forthwith by the vendor to the State Attorney General and the State Ethics Commission.
- 8.3 The vendor shall not directly or indirectly undertake any private business, commercial or entrepreneurial relationship (whether or not pursuant to employment, contract or other agreement, express or implied) with, or sell any interest in the vendor to, any NJSDA officer or employee having any duties in connection with the purchase, acquisition or sale of any property or services by or to the NJSDA; and shall not undertake any such relationship with, or sell any such interest to, any person, firm or entity with which such NJSDA officer or employee is employed or associated, or in which such NJDA officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationship subject to this provision shall be reported in writing forthwith to the State Ethics Commission, which may grant a waiver of this restriction upon application of the officer or employee and upon a finding that the present or proposed relationship presents neither an actual conflict of interest, nor the potential for, or appearance of, such a conflict of interest.
- 8.4 The vendor shall not influence, attempt to influence, or cause to be influenced any NJSDA officer or employee in such officer's or employee's official capacity in any manner that might tend to impair the objectivity or independence of judgment of said officer or employee.
- 8.5 The vendor shall not cause or influence or attempt to cause or influence, any NJSDA officer or employee to use or attempt to use such officer's or employee's

official position to secure unwarranted privileges or advantages for the vendor or any other person.

- 8.6** Under N.J.S.A. 52:34-19, it is a misdemeanor to offer, pay or give any fee, commission, compensation, gift or gratuity to any person employed by the NJSDA. It is the policy of the NJSDA to treat the offer of any gift or gratuity by the vendor, its officers or employees, to any person employed by the NJSDA as grounds for debarment or suspension from submitting proposals and providing work or materials to the NJSDA.
- 8.7** These provisions shall not be construed to prohibit an NJSDA officer or employee from receiving gifts from or contracting with the vendor under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines that the State Ethics Commission may promulgate.

**9. NOTICE TO ALL VENDORS SET-OFF FOR STATE TAX NOTICE**

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 to 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 N.J.S.A. 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 (N.J.S.A. 52:32-32 et seq.), to the taxpayer shall be stayed.

- 10. APPLICABLE LAW** – This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

## MORAL INTEGRITY QUESTIONNAIRE

Electronic Board Book Services RFP  
06/14/12

**CONTACT PERSON**

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

NOTE: Accurate, truthful and complete information will help speed the review of your questionnaire and expedite action on your Business Concern's application to be FISC Bureau approved. If there is not enough space on this form to give a complete answer, attach additional sheets of paper. Please be sure that each additional sheet includes the Applicant Business Concern's name and Federal Tax ID Number to identify the page as yours and that you clearly identify the question you are answering. This application will not be sufficient to merit prequalification if you fail to provide additional information if requested to resolve questions about any of the disclosures made in this questionnaire.

**FOR CORPORATIONS, LIMITED LIABILITY COMPANIES AND LIMITED PARTNERSHIPS  
ONLY**

Name of Registered Agent in New Jersey: \_\_\_\_\_

Address of Registered Office in New Jersey: \_\_\_\_\_

If the Applicant Business Concern is a corporation, provide the following:

Date Incorporated: \_\_\_\_\_ State in which incorporated: \_\_\_\_\_

NJ Corporate ID: \_\_\_\_\_

IF NOT A N.J. CORPORATION, SUBMIT A COPY OF THE CERTIFICATE OF AUTHORITY TO PERFORM WORK IN N.J. AS ISSUED BY THE N.J. DEPARTMENT OF THE TREASURY, DIVISION OF REVENUE, COMMERCIAL RECORDING.

1. How long has the Applicant Business Concern done business under its present name? \_\_\_\_\_ years
2. List each other name the Applicant Business Concern has done business under in the past ten (10) years:  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_  
D/b/a: \_\_\_\_\_ Dates Name  
Used: \_\_\_\_\_

3. At any time during the past five (5) years, has the Applicant Business Concern shared office space, warehouse space, yard, plant or shop facilities, staff, equipment, telecommunications or other assets with any other business concern? (If yes, disclose the name of the other business concern and provide a description of the sharing arrangement, including the location of the facilities.)  
☐ Yes ☐ No

#### **DISCLOSURE OF OWNERS AND KEY PERSONS**

“Key Person” means any individual employed by the Applicant Business Concern in a supervisory capacity or empowered to make discretionary decisions with respect to bids and/or contracts within the State of New Jersey. “Key Person” also means any person who owns a beneficial interest of **10%** or more in the business concern, and the managing members of limited liability companies and corporate directors and officers (e.g., president, vice presidents, secretary and treasurer).

For purposes of this questionnaire, “supervisory capacity or empowered to make discretionary decisions” means able to bind the Applicant Business Concern to New Jersey bids and/or contracts of \$50,000 or more and/or authorized to sign checks to make payments of \$50,000 or more in connection with New Jersey contracts.

4. Use this table to enter identifying information for each individual who is a “Key Person” of the Applicant Business Concern. **Identify any entity or business concern that owns a beneficial interest of 10% or more as well. For entities or business concerns, disregard birth date and provide federal tax identification number instead of social security number.**

<b>Name (Last, First, Middle)</b>	<b>Address</b>	<b>Birth Date (MM/DD/YYYY)</b>	<b>Social Security Number*</b>	<b>Position</b>	<b>Ownership %</b>

\*Disclosure of Social Security Number is voluntary. However, disclosure will help speed review and action on your application to be prequalified.

#### **AT ANY TIME DURING THE PAST TEN (10) YEARS, HAS THE APPLICANT BUSINESS CONCERN:**

5. Been indebted to an individual or entity, other than a bank or other commercial lending institution, in the cumulative amount of \$100,000 or more? (If yes, give details, including the name of each party to the transaction, the date and the amount of indebtedness.) ☐ Yes ☐ No
6. Loaned monies generated by this business concern, in the cumulative amount of \$100,000 or more, to another business concern or individual? (If yes, give details, including the name of each party to the transaction, the date and the amount of the indebtedness.) ☐ Yes ☐ No



7. Had an injunction, order or lien entered against it in favor of any government agency including, but not limited to, judgments or liens based on taxes assessed or fines and penalties imposed by any government agency? (If yes, give details, including name of the government agency, caption, date, case number or docket number, and disposition. Be sure to note any judgments or liens that have not been fully satisfied.) ☐ Yes ☐ No
8. Been a party in any civil litigation or administrative proceeding alleging violation of any of the following: antitrust statutes; racketeering statutes; environmental laws; laws banning workplace discrimination; laws governing wages, hours or labor standards; laws governing the conduct of occupations, professions or regulated industries; or any other law indicating a lack of business integrity or honesty? (If yes, give details, including the nature of the claims and defenses, the caption, date, case number or docket number, and name of the court or agency before which the case is pending or before which it was heard and current status.) ☐ Yes ☐ No
9. Paid a fine or otherwise paid to settle any of the allegations listed in Question 8, whether with or without an admission of responsibility? (If yes, give details, including the caption, date, case number or docket number, and name of the court or agency before which the case was brought.) ☐ Yes ☐ No
10. Been denied any license, permit or other similar authorization required to engage in the business concern's trade(s) or professional discipline(s), or has any such license, permit or similar authorization been suspended or revoked by any agency of federal, state or local government? (If yes, give details, including name of the licensing or permitting agency, caption, date, case number or docket number, and disposition.) ☐ Yes ☐ No
11. Been suspended, debarred, disqualified, denied a classification rating or prequalification or otherwise been declared not responsible to bid on or to perform work on any public contract or subcontract? (If yes, give details, including name of the contracting agency, caption, date, case number or docket number, and disposition.) ☐ Yes ☐ No
12. Been required by an agreement or settlement with any governmental agency (including any school board) to refrain from bidding or proposing on any public contract? (If yes, describe the agreement and give the name of the government agency, date, caption and case number or docket number, if any.) ☐ Yes ☐ No
13. Been required to engage a monitor or independent private sector inspector general (IPSIG) as a condition of being classified or prequalified, or as a condition of any contract award, or as a condition for being permitted to complete a contract? (If yes, describe the agreement and give the name of the government agency, date and the name of the monitor or IPSIG.) ☐ Yes ☐ No
14. Been indicted or otherwise charged as a defendant, or named as an unindicted co-conspirator, alleged to have committed any crime or offense other than a motor vehicle offense? (If yes, give details, including the conduct alleged, the caption,

- date, case number or docket number, and name of the court before which the case is pending or before which it was heard.) ☐ Yes ☐ No
15. Been convicted, after trial or by plea, of any crime or offense other than a motor vehicle offense? (If yes, give details, including the crime or offense, the caption, date, case number or docket number, and name of the court before which the case was heard.) ☐ Yes ☐ No
16. Filed with, or submitted to, a government agency, or to any employee or representative thereof, any document which contained a false statement or false information? Filing or submission could be by any means, including telefax, e-mail, and any other form of electronic communication. (If yes, explain. Your explanation should include a description of the document(s), the date and the name of the government agency.) ☐ Yes ☐ No
17. Paid anyone other than its own key persons or its own employees commissions or finders fees to obtain contracts or work? (If yes, give details, including a description of the transaction, the name of each party to the transaction, the date and the amount of the commission or finders fee paid.) ☐ Yes ☐ No
18. Given, or offered to give, money, gifts or anything of value, or any other benefit, to a labor official, public official, public employee or public servant with whom the Applicant Business Concern, or any affiliated entity disclosed in this questionnaire, conducted business? (If yes, give details, including the date(s), location(s), a description of the benefit(s) and the name(s) of the individual(s) to whom the benefits were given or offered.) ☐ Yes ☐ No
19. Agreed with another business concern or representative thereof to submit identical or complementary bids, prices or proposals or to otherwise not bid competitively or to withdraw or abstain from bidding or proposing? (If yes, give details, including the date(s), location(s), description(s) of the contract(s) that were the subject of the bid(s), who put the contract(s) out to bid and the name(s) of the other individual(s) with whom the Applicant Business Concern or any affiliated entity disclosed in this questionnaire agreed.) ☐ Yes ☐ No

#### **REQUIRED SUBMITTALS CHECKLIST**

- ☐ Any additional attachments necessary to support disclosures made in answer to any questions above.
- ☐ Notarized affidavit (see page 4 attached) of the individual submitting this FISC Bureau Questionnaire on behalf of the Applicant Business Concern.

### **AFFIDAVIT**

State of \_\_\_\_\_:  
SS

County of \_\_\_\_\_:

I, \_\_\_\_\_, hereby represent and state as follows:  
(full name)

That I am \_\_\_\_\_ of \_\_\_\_\_, that I  
am duly authorized to  
(title) (business concern name and Federal Tax ID  
Number)

submit this FISC Bureau Questionnaire ("Questionnaire") on behalf of the Applicant Business Concern,  
and that I have read and understood the nineteen (19) questions asked in the previous three (3) pages..

I represent and state that the information given in response to each question is full, complete and  
truthful. Further, I represent and state that truthfully answering this Questionnaire is an event  
entirely within my control.

I recognize that all the information submitted is for the express purpose of inducing the State of  
New Jersey to award a contract and/or allow the Applicant Business Concern to participate in  
school facilities projects financed through the Educational Facilities Construction and Financing  
Act as a prime contractor or subcontractor. I understand and agree that the Questionnaire and any  
attachments filed with the State of New Jersey shall become the property of the State.

I acknowledge that the State of New Jersey may, by means it deems appropriate, determine the  
accuracy, truth and completeness of the statements made in this Questionnaire and any  
attachments submitted with it and the statements made in any application or request for  
classification or prequalification made to the Department of Treasury, Division of Property  
Management and Construction and the attachments thereto. Therefore, I authorize the State of  
New Jersey to contact any entity or person named in this Questionnaire for purposes of  
determining the accuracy, truth and completeness of the information supplied by me on behalf of  
the Applicant Business Concern. If required, a photocopy of this affidavit shall be considered as  
effective and valid as the original as evidence of the permission given by the Applicant Business  
Concern for others to release information to the State for purposes of verifying the accuracy, truth  
and completeness of the information supplied by me.

I represent that the foregoing statements made by me are true. I am aware that if any of the foregoing  
statements made by me are willfully false, I am subject to punishment. Further, I am aware that a false  
statement or omission made in connection with this application may subject me to civil and criminal  
penalties available at law and is sufficient cause for denial of the application, revocation of a prior  
approval or termination for cause of any school facilities project contract that may be awarded to the  
Applicant Business Concern.

Sworn and subscribed to before me

on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_

\_\_\_\_\_  
(Notary Public: Not an officer of the  
firm)

\_\_\_\_\_  
SIGNATURE

Name: \_\_\_\_\_  
(PRINT OR TYPE)

SSN: \_\_\_\_\_  
(or Alien Registration Number or Date of Birth)

Affix Corporate  
Seal  
if Applicable