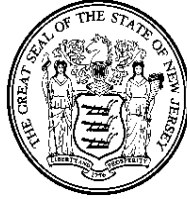


CASINO REINVESTMENT DEVELOPMENT AUTHORITY



SOLICITATION OF BIDS

For:	Property Boarding, Property Securing, Debris Removal, Fence Installation and Plaque Installation Services on an as-needed basis

Event	Date	Time
Bidder's Questions Due Date	8/23/10	2:00 p.m.
Bid Submission Due Date	9/1/10	2:00 p.m.

Dates are subject to change. All changes will be reflected in Addenda to the solicitation posted on the CRDA webpage.

Solicitation Issued By
Casino Reinvestment Development Authority
1014 Atlantic Avenue
PO Box 749
Atlantic City, New Jersey 08401
Phone 609-347-0500

Date Issued: August 2010

1.0 INFORMATION FOR BIDDERS

1.1 Background

The Casino Reinvestment Development Authority ("CRDA") is an independent authority which was created in 1984 by Chapter 218 of the laws of the State of New Jersey (N.J.S.A. 5:12-153, et seq.). The CRDA is responsible for investing a portion of the casino gaming industry's revenues into urban revitalization projects in Atlantic City and other programs in the State of New Jersey.

The mission of the CRDA is to provide capital investment funds for economic and community development projects that respond to the changing economic and social needs of Atlantic City and the State of New Jersey. The CRDA seeks to encourage business development and permanent job creation, promote opportunities for business expansion, and commit to facilitating a vibrant economic investment and employment environment for New Jersey.

1.2 Purpose and Intent

The CRDA is releasing this Bid for Property Boarding, Property Securing, Debris Removal, Fence Installation and Plaque Installation Services (the "Solicitation") to solicit bids to engage one or more contractors to provide services on an as-needed basis as more fully set forth in Section 2, Scope of Services, of this Solicitation

CRDA intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. The CRDA, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term of the contract when deemed by the CRDA to be in the CRDA's best interest. The CRDA reserves the right to reject any and all bids when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in bids submitted in response to this Solicitation.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the contract awarded through this Solicitation.

1.3 Bid Submission

In order to be considered, a bid must be delivered, in a SEALED envelope, to the following:

RACHELLE KNIGHT
PROJECT OFFICER
CASINO REINVESTMENT DEVELOPMENT AUTHORITY
1014 ATLANTIC AVENUE
P.O. BOX 749
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. Bidders are cautioned to allow adequate delivery time to ensure timely receipt of bids. The CRDA shall not be responsible for any bidder's or delivery services failure to make timely delivery. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED "CRDA - BID FOR PROPERTY BOARDING", AND CONTAIN THE BID OPENING DATE AND BIDDER'S NAME AND ADDRESS.**

BIDS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL NOT BE CONSIDERED.

1.4 Number of Bid Copies

The bidder must submit **two (2) complete ORIGINAL sealed bids**, clearly marked as the “ORIGINAL”. The bidder must submit **four (4) full, complete, and exact copies** of the original bid.

1.5 Questions and Answers

The CRDA will accept questions and inquiries pertaining to this Solicitation from all potential bidders electronically. Questions shall be directed to the CRDA staff member identified in Section 1.3 above, at the following email address:

[BID-QUESTIONS@NJCRDA.COM](mailto: BID-QUESTIONS@NJCRDA.COM)

The cut-off date for electronic questions will be as indicated on the cover page of this Solicitation.

The subject line of all emailed questions should say “Property Boarding - Bid Inquiry”.

Any exceptions to the Services Agreement, attached hereto as Attachment 10, shall be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in this provision of the Solicitation. Any amendment to the Services Agreement shall be determined by the CRDA. Said determination shall be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The CRDA reserves the right to reject any and all amendments to the Services Agreement, in its sole discretion. There will not be any other amendments to the Services Agreement outside of those agreed to by the CRDA Question and Answer addenda issued, if any.

Bidders are **NOT** to contact the CRDA directly, in person or by telephone, concerning this Solicitation. All questions and answers will be posted on the CRDA website.

1.6 Addenda: Revisions to this solicitation

In the event that it becomes necessary to clarify or revise this Solicitation, such clarification or revision will be by addendum. Any addendum to this Solicitation will become part of this Solicitation and part of any contract award as a result of this Solicitation. **ALL SOLICITATION ADDENDA WILL BE POSTED ON THE CRDA’S WEB SITE.**

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this Solicitation. There are no designated dates for release of addenda. Therefore interested bidders should check the CRDA website on a daily basis from the time of bid issuance through bid opening.

1.7 Bidder Responsibility

The bidder assumes the sole responsibility for the complete effort required in submitting a bid in response to this Solicitation. No special consideration will be given after bids are opened

because of a bidder's failure to be knowledgeable as to all of the requirements of this Solicitation. The CRDA assumes no responsibility and bears no liability for cost incurred by a bidder in the preparation and submittal of a bid in response to this Solicitation.

The bidder will be required to be knowledgeable with respect to the property boarding industry, and to take same into account when submitting bids. Additionally, the bidder will be required to be knowledgeable with all relevant conditions in Atlantic City, all applicable federal, state and local laws, rules, regulations, codes and all other requirements which apply to the work to be undertaken in this Solicitation; and to have (or obtain at the bidder's expense) all appropriate resources, licenses, and permits to accomplish the work in accordance with the terms and conditions of the contract with CRDA and for the compensation quotes in the bidder's bid, and to take same into account when submitting its bid.

1.8 Reserved.

1.9 Reserved.

1.10 Bid Opening

On the date and time bids are due under the Solicitation, the names of the bidders submitting bids and the amount of the bid will be publicly announced. The contents of the bids shall remain confidential during the evaluation process. The bid opening will take place at the offices of the CRDA located at 1014 Atlantic Avenue, Atlantic City, New Jersey. All bids submitted will be made available for public inspection in accordance with the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") after award of contract by the CRDA. The CRDA reserves the right to reject any and all bids, not award a contract or re-bid this contract if deemed necessary by the CRDA, in its sole discretion.

1.11 Price Alterations

Bid prices must be typed or written in blue ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes may preclude a contract award from being made to the bidder.

1.12 Bid Errors

A bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the CRDA staff member identified in Section 1.3 above. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its bid, the bidder may make written request to the CRDA staff member identified in Section 1.3 above for authorization to withdraw its bid from consideration for award. Evidence of the bidder's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the bid would be unconscionable; that the mistake relates to a material feature of the contract;

that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the CRDA will not be significantly prejudiced by granting the withdrawal of the bid.

All bid withdrawal requests must include the bid title and the final bid opening date and sent to the following address, to the CRDA staff member identified in Section 1.3 above:

Casino Reinvestment Development Authority
1014 Atlantic Avenue
P.O. Box 749
Atlantic City, New Jersey 08401
BID WITHDRAWAL REQUEST

If during the evaluation process, an obvious pricing error made by a potential contract awardee is found, the CRDA shall issue written notice to the bidder. The bidder will have five (5) days after receipt of the written notice to confirm its pricing. If the bidder fails to respond, its bid shall be considered withdrawn, and no further consideration shall be given to it.

1.13 Joint Ventures

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid. Authorized signatories from each party comprising the joint venture must sign the bid. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, Disclosure of Political Contributions (c.51/EO 117) and Business Registration or Interim Registration must be supplied for each party to a joint venture.

1.14 Contents of Bid - Open Public Records Act

Upon award of contract, all information submitted by bidders in response to this Solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

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

2.0 SCOPE OF SERVICES

2.1 The Contractor must be available generally to provide boarding, securing of properties, repair services (i.e fix doors, repair windows etc), debris removal, fence installation, and plaque or sign installation services as needed. Neither the number nor the identification of properties that may be involved is known at this time. The CRDA makes no representation as to the actual number or identity of properties for which the Contractor's services will be required, nor as to the timing and sequence of the need for services, as described herein.

2.2 The CRDA may notify the Contractor in writing of each Site which has been approved for release to the Contractor (the "Work Order"). The Contractor shall commence work at each site no more than two (2) days after receipt of the Work Order. In exceptional

circumstances, the Contractor may be required to mobilize within 24 hours on verbal notice on an emergent basis.

2.3 Debris Removal and Disposal

(1) Upon release of each Site to the Contractor, the CRDA may advise the Contractor of the estimated number of man hours in which the Contractor will be expected to clear and remove all debris from the site. The CRDA may, in its discretion, specify the number of employees the Contractor shall utilize to perform on-site debris clearing and removal. The Contractor will be required to notify the CRDA in the event it cannot complete the work within the estimated number of man hours and the reasons therefor.

(2) The Contractor shall remove all loose "bulk waste" debris (e.g., residential or office furnishings, clothing and trash) located in the interior of the specified structure and on the exterior grounds of the site (the "Debris"). The Contractor will not normally be responsible for the removal or disposal of appliances (i.e. refrigerators, washer/dryers), fixtures (i.e. doors, HVAC equipment, overhead lighting, toilets) or rugs. However, should such a need arise, the cost for removal of such items will be negotiated on a case-by-case basis.

(3) The Contractor shall not be responsible for removal of hazardous waste products. In the event any suspected hazardous waste products are encountered, the Contractor shall immediately notify the CRDA and await further instruction as to continuation of work. However, Contractor shall be responsible for the lawful removal and disposal of any non-hazardous materials from the Site.

(4) The Contractor shall dispose of the Debris at a landfill to be selected by the Contractor. The Contractor shall be fully responsible for ascertaining any restrictions or conditions that may apply with respect to the selection of such facility.

(5) Prior to transporting any Debris from the site, the Contractor should notify the CRDA of the anticipated time of departure, the approximate quantity of Debris being removed on each truck, the license plate number of each truck and the name of the operator. The CRDA may, in its discretion, elect to send an inspector to the site to verify the truckloads prior to departure.

(6) The Contractor shall obtain and provide to the CRDA all manifests and truck tickets issued by the landfill (or any transfer station) for each truckload of Debris.

2.4 Boarding of Building Openings

(1) The Contractor shall secure structures by boarding ground floor doors and windows and the doors and windows of additional floors where access is possible using one or both of the methods described below, as requested by the CRDA:

- A. Board openings using 5/8" CDX plywood secured with nails;
- B. Board openings using 5/8" CDX plywood secured with interior and/or exterior bolted 2x4's, following FHA specifications, as outlined below.

(2) If necessary, the Contractor shall remobilize and re-board vandalized structures within 24 hours of receiving verbal notice from CRDA that a structure requires reboarding.

(3) All openings shall be secured utilizing the following method:

Cover all openings with 5/8" sheathing plywood. Plywood shall rest on window or door ledge and shall overlap the window frame for at least two inches on each side and the top. When no ledge exists, the plywood shall overlap on the bottom for at least two inches. One 2X4 shall be placed on the exterior, cut to the width of the plywood, and one 2X4 shall be placed on the interior, cut to a length that shall cause it to overlap for a length of eight inches beyond the window frame on each side. The 2X4s shall be held in place by inserting at least one 5/8" steel carriage bolt or two 3/8" steel carriage bolts through the 2X4s and the plywood. The bolt(s) shall be inserted from the exterior and the securing nut shall be located on the interior. When the height of the plywood covering the opening exceeds twenty inches, at least two 2X4s shall be located on both the exterior and the interior. One window above the height of the ground level floor may be covered by plywood cut to size and nailed every six inches, to allow Contractor's personnel to exit the building. In most instances, the Contractor shall padlock the property upon completion of the boarding. Once padlocked, the keys shall be provided to CRDA. If access is later required, access will be provided by CRDA personnel.

2.5 The Contractor shall be responsible when performing work at the site to:

(1) prevent damage to nearby properties and keep unauthorized persons off of the site;

(2) provide all measures deemed necessary by the CRDA, the City of Atlantic City (the "City") or any departments thereof, or any public body having jurisdiction over the work or the site, to secure, enclose and/or protect the site, including but not limited to staging stockpiled debris, materials, and equipment at the site; and

(3) coordinate the work with the appropriate City authorities and provide all required traffic control and work site containment, safety and security measures for the work.

(4) CRDA may request that the Contractor accompany CRDA staff to the property to un-board the property to allow access. Once access is no longer required, the Contractor shall re-board the property. These services shall be compensated in accordance with the hourly rates set forth on Attachment 8.

2.6 Installation of Plaques

The Contractor shall be required to install plaques, depicted in Attachment 11, on various types of surfaces such as EIFS, fiberglass, stucco/dryvit, vinyl, stone, concrete/masonry, cast stone, ceramic tile, wood, steel and metal surfaces. CRDA will supply the plaque. The plaques will be approximately 10" x 14" cast bronze, 11 lbs in weight with pre-drilled screw holes in the corners and bronze caps to cover the screws.

The foregoing list of services is not exclusive; the CRDA and the successful bidder may agree in writing to amend or augment the services set forth above.

3.0 BID PREPARATION AND SUBMISSION

3.1 General

The bidder is advised to thoroughly read and follow all instructions contained in this solicitation in preparing and submitting its bid.

3.2 Bid Content

The bid should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 – Cover Letter (Summarize the key points of the bid)
- Section 2 - Organizational Support and Experience
- Section 3 - Fee Schedule
- Section 4 – Forms

A. Cover Letter

All bidders should submit a cover letter that includes references to section(s) of the bid that the bidder would like to propose confidentiality or copyright designation. (Please See Section 1.14).

B. Organizational Support and Experience

1. Bidder Profile and Experience

(A) State the date the bidder was established. Give a brief description of the firm including organization structure and total number of employees.

(B) Identify any state agencies, departments or authorities serviced by the bidder during the last five (5) years. Provide the name and contact information of the state employee responsible for overseeing the work of the bidder under the contract.

(C) Provide five (5) references with the name, address and telephone number of the contact person.

2. Other Qualification Information

(A) Identify all adverse determinations against the bidder or any of its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, state or federal laws or regulations.

(B) Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if the bidder provides services to the CRDA or

any State of New Jersey departments, offices, or divisions or other independent authorities.

C. Fee Schedule

Refer to Section 5 of this solicitation (Attachment 8).

D. Forms

Refer to Section 5.0 of this solicitation.

4.0 BID EVALUATION

4.1 Bid Evaluation Committee

Bids will be evaluated and ranked by an Evaluation Committee composed of at least three (3) representatives of the CRDA. The Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

4.2 Reserved.

4.3 Evaluation Criteria

All bids will be reviewed to determine responsiveness. The CRDA may reject non-responsive bids without evaluation, but may waive minor non-compliance. The award will be made to the lowest responsible bidder.

4.4 Contract Award

The final contract shall consist of this Solicitation, any addenda issued to this Solicitation, the Bidder's bid, and the Services Agreement, Attachment 10, with any amendments agreed upon by the parties. The CRDA reserves all rights to reject any and all bids based upon exceptions taken to the Agreement. Execution of Attachment 10 is not to be construed as entering into a contract with the CRDA but rather construed as a submission of an offer to contract with the CRDA.

The CRDA reserves the right to determine the length of the contract, one (1) year or two (2) years, based on the competitiveness of the fees submitted for years 1 and 2 on Attachment 8. The CRDA reserves the right to award a 1 year contract with an option to extend the contract for the second year, at the price set forth for a 2 year contract, on Attachment 8.

5.0 REQUIRED BID SUBMITTALS AND COMPLIANCE INFORMATION

A) Signatory Page

The bidder shall complete and submit the signatory page attached as **Attachment 1**, which shall be signed by an authorized representative of the bidder, evidencing the bidder's concurrence with all of the terms and conditions of this Solicitation. If the bidder is a limited partnership, the signatory page must be signed by a general partner. If the bidder is a joint venture, the signatory page must be signed

by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid.

B) Ownership Disclosure Form

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the bid. Failure to do so will preclude the award of a contract. The Ownership Disclosure Form is attached as **Attachment 2**.

C) Disclosure of Investigation / Actions Involving Bidder

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, docket number, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form attached as **Attachment 3**.

D) Business Registration Certification from the Division of Revenue

The bidder must submit a copy of the bidder's business registration certificate, interim certificate or application for registration from the New Jersey Division of Revenue as proof of registration to conduct business in the State of New Jersey. Failure to submit proof of registration with its bid may be cause for rejection of the bid.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate. The bidder must be registered at the time of the bid submission and all subcontractors must be registered by the date of the Notice to Proceed.

E) Public Works Contractor Registration Act Certificate

The bidder must submit a copy of the contractors Public Works Contractor Registration Act Certification pursuant to the Public Works Contractor Registration Act, P.L. 1999, c.238 (PWCRA).

F) Notice of Intent to Subcontract

The bidder shall complete the attached Notice of Intent to Subcontract Form (**Attachment 4**) to advise the CRDA as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

G) Subcontractor Utilization Form

If the bidder intends to utilize subcontractor(s), the Subcontractor Utilization Form (**Attachment 5**) must be completed and submitted with the bid. The bidder must identify all subcontractors that the bidder intends to utilize to perform work required under this contract.

H) Affirmative Action

Each contractor shall submit to the CRDA, after notification of award, one of the following:

- a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program.
- b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4
- c. An employee information report (Form AA302). **Attachment 6**

I) Requirements of N.J.S.A. 19:44A-20.13-25 (Formerly Executive Order 134)

The bidder is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the CRDA. The Political Contributions Disclosure form is attached as **Attachment 7**.

(i) Additional Disclosure Requirement of P.L. 2005, c. 271

The awardee is required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the awardee receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the awardee's responsibility to determine if filing is necessary. Failure to file can result in 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.

J) Insurance Certificate

The bidder shall provide the CRDA with documentation evidencing its current policies of insurance, and if the bidder is awarded hereunder, such policies of insurance shall name the CRDA and the other parties identified in the contract as an "Additional Insured" by separate endorsement.

K) Fee Schedule

The bidder must submit its pricing using the format set forth in the CRDA supplied Fee Schedule attached as **Attachment 8** to this Solicitation.

Failure to submit all information required in the Fee Schedule will result in the bid being deemed non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

L) Affidavit of Non-Collusion

The bidder must submit the affidavit attached as **Attachment 9** with its bid.

M) New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

THE CONTRACT AWARDED THROUGH THIS SOLICITATION IS SUBJECT TO THE NEW JERSEY PREVAILING WAGE ACT.

The New Jersey Prevailing Wage Act requires the payment of minimum rates of pay to laborers, craftsman and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development. Prevailing wage rates are wage rates established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Any firm interested in bidding or engaging in any contract resulting from this Solicitation must register with the Division of Wage and Hour Compliance as required by the PWCRA. The New Jersey Department of Labor and Workforce Development makes official wage determination and debarment list information available on its website at www.nj.gov/labor/lssc/lspubcon.html. Official New Jersey Prevailing Wage Rate Determinations may be obtained by accessing this website.

N) Services Agreement

The bidder shall review and execute the Service Agreement attached hereto as **Attachment 10**. Execution of the Service Agreement is not to be construed as entering into an agreement with the CRDA but rather as a submission of an offer to contract with the CRDA. The final contract shall consist of this Solicitation, any addenda issued to this Solicitation, the bidder's bid, and the contract attached hereto as **Attachment 10**, with any amendments agreed upon by the CRDA during the Question and Answer period outlined herein.

O) Compliance with Executive Order 151, dated August 28, 2009

(i) Small Business Enterprise Requirement: It is the policy of the CRDA and as required by Executive Order 151 ("EO 151") 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 CRDA contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the CRDA pursuant to this Contract, the Contractor must demonstrate to the CRDA's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the CRDA 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).

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

1. **The Contractor shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.**
2. **The Contractor 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 Contractor shall actively solicit and shall provide the CRDA 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 Contractor shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.**
5. **The Contractor shall provide all potential subcontractors and sub-consultants that the Contractor has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.**
6. **The Contractor 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 Contractor shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations, and shall complete such other forms as may be required by the CRDA for State reporting as to participation.

Pursuant to Executive Order 151 the participants’ goals for this Contract are African-Americans 6.3% and Asian-Americans 4.34%.

6.0 ATTACHMENTS

Attachment 1	Signatory Page
Attachment 2	Ownership Disclosure Form

Attachment 3	Disclosure of Investigations/Actions Involving Bidder
Attachment 4	Notice of Intent to Subcontract
Attachment 5	Subcontractor Utilization Plan
Attachment 6	Affirmative Action
Attachment 7	Political Contributions Disclosure
Attachment 8	Fee Schedule
Attachment 9	Affidavit of Non-Collusion
Attachment 10	Services Agreement
Attachment 11	Plaque Installation Sample

Attachment 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

SOLICITATION OF BIDS: Property Boarding, Property Securing, Debris Removal, Fence Installation, and Plaques Installation Services, as needed

FOR INFORMATION: CRDA
1014 Atlantic Avenue
P.O. Box 749
Atlantic City, New Jersey 08401
609-347-0500

Name, Address, Phone, Facsimile number, Email and Contact person for bidder:

SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF THE ATTACHED SERVICES AGREEMENT (AS AMENDED DURING THE QUESTIONS AND ANSWER PERIOD), AND ANY ADDENDA ISSUED. BY SIGNING BELOW, BIDDER AGREES TO HOLD ITS BID FIRM FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF BID OPENING OR TO CONTRACT AWARD, WHICHEVER COMES FIRST. FAILURE OF THE BIDDER TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE BIDDER BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH THE CRDA.

**Name and Title of Person
Authorized to sign bid:**

Signature

Date

Attachment 2
OWNERSHIP DISCLOSURE FORM

I. TYPE OR PRINT THE COMPLETE CORRECT NAME, ADDRESS & FEDERAL EIN OF THE BIDDER:

Name: _____ Fed ID # _____

Street Address: _____

City, State, Zip Code: _____

II. OWNERSHIP LIST. For every person or other entity which owns 10% or more of the Bidder named above, provide the name, address, office held with the Bidder (if any), and the percent of ownership of the Bidder(all stock classes). If such an owner is a corporation or partnership, also provide the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there is no owner with 10% or more interest in the Bidder, enter "None" below.**

NAME	ADDRESS	OFFICE(S) HELD	OWNERSHIP INTEREST (%)

III. OWNER ISSUES. Complete all questions below.

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the Bidder identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the Bidder and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>	_____	_____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i>	_____	_____

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of 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.

Signature

Bidder Name

Print or Type Name

Title with Bidder

Date

Attachment 3
DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER

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

Investigation(s)

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

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

Litigation/Administrative Complaints

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

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

Attachment 4
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S BID. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE BID AS NON-RESPONSIVE.

SOLICITATION TITLE: _____

BID OPENING DATE: _____

BIDDERS NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR BID.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to the CRDA for approval, in advance of any such engagement.

Authorized Signatory for Bidder

Title

Date

**Attachment 5
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)
SUBCONTRACTOR UTILIZATION FORM**

INSTRUCTIONS

Any bidder intending to subcontract any parts of a contract with the CRDA must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Plan**.

Bidders are instructed to list **all** proposed subcontractors on the Plan. Any bidder intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Plan may be subject to rejection of its bid as non-responsive.

IF BIDDER INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH BID MAY RESULT IN REJECTION OF THE BID AS NON-RESPONSIVE.

RFP TITLE: _____

BID OPENING DATE: _____

BIDDER NAME & ADDRESS:

BIDDER CONTACT PERSON & PHONE:

Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists.

Subcontractor's Name, Address, Telephone and Vendor ID Number	Type(s) of Goods or Services to be Provided	Estimated Value of Subcontract(s)	Estimated Hourly Rate of Subcontractor(s)

I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Plan, in writing, if the award is granted to my firm, and shall make all documentation available to the CRDA upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the CRDA will rely on the truth of the information in awarding the contract.

Authorized signatory for Bidder

Title

Date

Attachment 6
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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 or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, promotion, 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 or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' 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.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of

these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

PLEASE CHECK THE APPROPRIATE BOX:

- I HAVE A CURRENT NJ AFFIRMATIVE ACTION CERTIFICATE (PLEASE ATTACH A COPY TO YOUR BID)**
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR BID)**
- I HAVE COMPLETED AND ENCLOSED THE FORM AA302 INITIAL PROJECT WORKFORCE REPORT**

Attachment 7

Public Law 2005, Chapter 51 (formerly Executive Order 134) and Executive Order 117 (2008)

INFORMATION AND INSTRUCTIONS For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Background Information

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

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

Two-Year Certification Process

Upon approval by the State, the Certification and Disclosure of Political Contributions form (CH51.1R1/21/2009) is valid for a two (2) year period. Thus, if a vendor receives approval on Jan 1, 2009, the certification expiration date would be Dec 31, 2011. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/EO117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

Prior to the awarding of a contract, the agency should first send an e-mail to CD134@treas.state.nj.us to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Forms

NOTE: Please refer to the next section, “Useful Definitions for Purposes of Ch. 51 and E.O. 117,” for guidance when completing the forms.

Part 1: VENDOR INFORMATION

Business Name – Enter the full name of the Vendor, including trade name if applicable.

Business Type -- Select the vendor’s business organization from the list provided.

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

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

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

INFORMATION AND INSTRUCTIONS
For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

Part 2: PUBLIC LAW 2005, Chapter 51 / EXECUTIVE ORDER 117 (2008) DUAL CERTIFICATION

Read the following statements and verify that from the period beginning on or after October 15, 2004, no contributions as set forth at subsections 1(a)-(c) have been made by either the vendor or any individual whose contributions are attributable to the vendor pursuant to Executive Order 117 (2008).

NOTE: Contributions made prior to November 15, 2008 are applicable to Chapter 51 only.

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

Check the box at top of page 2 if no reportable contributions have been made by the vendor. If the vendor has no contributions to report, this box must be checked.

Name of Recipient Entity – Enter the full name of the recipient entity.

Address of Recipient Entity – Enter the recipient entity’s street address.

Date of Contribution – Indicate the date of the contribution.

Amount of Contribution – Enter the amount of the reportable contribution.

Type of Contribution – Select the type of contribution from the list provided.

Contributor Name – Enter the full name of the contributor.

Relationship of Contributor to the Vendor -- Indicate relationship of the contributor to the vendor, e.g. officer or partner of the company, spouse of officer or partner, resident child of officer or partner, parent company of the vendor, subsidiary of the vendor, etc.

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

Part 4: CERTIFICATION

Check box A if the person completing the certification and disclosure is doing so on behalf of the vendor and all individuals and/or entities whose contributions are attributable to the vendor.

Check box B if the person completing the certification and disclosure is doing so on behalf of the vendor only.

Check box C if the person completing the certification and disclosure is doing so on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Enter the full name of the person authorized to complete the certification and disclosure, the person’s title or position, date and telephone number.

INFORMATION AND INSTRUCTIONS
For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

USEFUL DEFINITIONS FOR THE PURPOSES OF Ch. 51 and E.O. 117

- **“Vendor”** means the contracting entity.

- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.¹

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

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

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

- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.

- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

¹ Contributions made by a spouse, civil union partner or resident child to a candidate for whom the contributor is eligible to vote or to a political party committee within whose jurisdiction the contributor resides are permitted.

INFORMATION AND INSTRUCTIONS
For Completing The “Two- Year Vendor Certification and Disclosure of Political Contributions” Forms

- **“Candidate Committee”** means a committee established by a candidate pursuant to N.J.S.A. 19:44A-9(a), for the purpose of receiving contributions and making expenditures.
- **“State Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-4.
- **“County Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-3.
- **“Municipal Political Party Committee”** means a committee organized pursuant to N.J.S.A. 19:5-2.
- **“Legislative Leadership Committee”** means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly, or the Minority Leader of the General Assembly pursuant to N.J.S.A. 19:44A-10.1 for the purpose of receiving contributions and making expenditures.
- **“Political Party Committee”** means:
 1. The State committee of a political party, as organized pursuant to N.J.S.A. 19:5-4;
 2. Any county committee of a political party, as organized pursuant to N.J.S.A. 19:5-3; or
 3. Any municipal committee of a political party, as organized pursuant to N.J.S.A. 19:5-2.

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a completed Ownership Disclosure form, either electronically to cd134@treas.state.nj.us or regular mail at Chapter 51 Review Unit, P.O. Box 039, 33 West State Street, 9th Floor, Trenton, NJ 08625. Original forms should remain with the Agency and copies should be sent to the Chapter 51 Review Unit.

Questions & Answers

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or Executive Order 117 (2008) may be submitted electronically through the Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/execorder134.htm>. Responses to previous questions are posted on the website, as well as additional reference materials and forms. <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>. **NOTE:** *The Chapter 51 Q&A on the website DOES NOT address the expanded pay-to-play requirements imposed by Executive Order 117. The Chapter 51 Q&A are only applicable to contributions made prior to November 15, 2008. There is a separate, combined Chapter 51/E.O. 117 Q&A section dealing specifically with issues pertaining to contributions made after November 15, 2008, available at <http://www.state.nj.us/treasury/purchase/execorder134.htm#state>.*

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

Part 1: Vendor Information

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

Business Type Corporation Limited Partnership Professional Corporation
(circle) General Partnership LLC Sole Proprietorship LLP

Address 1 _____ Address 2 _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN _____

Part 2: Public Law 2005, Chapter 51/ Executive Order 117 (2008) Certification

I hereby certify as follows:

1. On or after October 15, 2004, neither the below-named entity nor any individual whose contributions are attributable to the entity pursuant to Executive Order 117 (2008) has solicited or made any contribution of money, pledge of contribution, including in-kind contributions, company or organization contributions, as set forth below that would bar the award of a contract to the vendor, pursuant to the terms of Executive Order 117 (2008).

a) **Within the preceding 18 months**, the below-named person or organization has not made a contribution to:

- (i) Any candidate committee and/or election fund of any candidate for or holder of the public office of Governor or **Lieutenant Governor**;
- (ii) Any State, county, **municipal** political party committee; OR
- (iii) Any **legislative leadership committee**.

b) **During the term of office of the current Governor(s)**, the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**;
OR
- (ii) Any State, county or **municipal** political party committee nominating such Governor in the election preceding the commencement of said Governor's term.

c) **Within the 18 months immediately prior to the first day of the term of office of the Governor(s)**, the below-named person or organization has not made a contribution to

- (i) Any candidate, committee and/or election fund of the Governor or **Lieutenant Governor**; OR Any State, county, **municipal** political party committee of the political party nominating the successful gubernatorial candidate(s) in the last gubernatorial election.

PLEASE NOTE: Prior to November 15, 2008, the only disqualifying contributions include those made by the vendor or a principal owning or controlling more than 10 percent of the profits or assets of a business entity (or 10 percent of the stock in the case of a business entity that is a corporation for profit) to any candidate committee and/or election fund of the Governor or to any state or county political party within the preceding 18 months, during the term of office of the current Governor or within the 18 months immediately prior to the first day of the term of Office of Governor.

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

Part 3: Disclosure of Contributions Made

**Check this box if no reportable contributions have been made
by the above-named business entity or individual.**

Name of Recipient _____ Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

Contributor Address _____

City _____ State _____ Zip _____

Please attach pages for additional contributions as necessary.

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

Part 4: Certification

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. 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.

I understand that this certification will be in effect for two (2) years from the date of approval, provided the ownership status does not change and/or additional contributions are not made. If there are any changes in the ownership of the entity or additional contributions are made, a new full set of documents are required to be completed and submitted. By submitting this Certification and Disclosure, the person or entity named herein acknowledges this continuing reporting responsibility and certifies that it will adhere to it.

(CHECK ONE A, B or C)

(A) I am certifying on behalf of the above-named business entity and all individuals and/or entities whose contributions are attributable to the entity pursuant to Executive Order 117 (2008).

(B) I am certifying on behalf of the above-named business entity only.

(C) I am certifying on behalf of an individual and/or entity whose contributions are attributable to the vendor.

Signed Name _____ Print Name _____

Title/Position _____

Phone Number _____ Date _____

**Attachment 8
Fee Schedule**

Having carefully read and examined the Solicitation for Bids, the undersigned bidder hereby agrees to perform all Work specified in Section 2 therein at the following rates, which shall apply to all employees:

I. Debris Removal, Securing of Property, Fence Installation and Plaque Installation

A. Hourly rate per employee classification to perform on-site clearing and removal of Debris from building interior and exterior grounds of the site, secure the property, install a fence or install a plaque. (CRDA shall have the right to approve the number of people involved in performing Services at a job site.)

<u>Classification</u>	<u>Hourly Rate 1 yr contract</u>	<u>Hourly Rate 2 year contract</u>

B. Unit price per ton for off-site transportation and disposal of Debris at a landfill facility to be selected by the Contractor.

_____ (Price in Writing)

_____ (Numerical Price)

II. Boarding

A. Unit price to board door openings measuring up to 35" x 84":

(i) Board opening with nails using 5/8" CDX plywood:

_____ (Price in writing)

_____ (Numerical Price)

(ii) Bolted board door opening using 5/8" CDX plywood with interior and exterior 2x4's.

_____ (Price in writing)

_____ (Numerical Price)

B. Unit price to board window openings measuring up to 33" x 75":

- (i) Board opening with nails using 5/8" CDX plywood:

 (Price in writing)

 (Numerical Price)

- (ii) Bolted board window opening using 5/8" CDX plywood with interior and exterior 2x4's.

 (Price in writing)

 (Numerical Price)

II. Plaque Installation

Type of Surface for Installation	Lump Sum Price
EIFS	\$
Fiberglass	\$
Stucco/Dryvit	\$
Vinyl	\$
Stone	\$
Concrete/Masonry	\$
Cast Stone	\$
Ceramic Tile	\$
Wood	\$
Steel or Metal	\$

Terms and Conditions pertaining to the Contractor's compensation:

1. Goods purchased by or for the CRDA are not subject to New Jersey sales tax, and invoices submitted to the CRDA for reimbursement should not include New Jersey sales tax, as that item will not be reimbursed. The CRDA can provide the Contractor with documentation which may be used to satisfy the Contractor's vendor that sales tax does not apply. CRDA will not reimburse sales tax paid on item already within contractor's inventory. CRDA will not allow contractor's markup on any materials purchased.

2. CRDA will not accept billings for mileage, travel time and expenses, meals, lodging, accommodations, equipment rental, equipment depreciation, copying, telephone, postage or other expenses.
3. Debris Removal and Disposal and Securing Property

(a) The CRDA shall compensate the Contractor for removal of Debris from each site and securing the property at the hourly rate provided in the Fee Schedule for all on-site Debris clearance and removal and securing of property, which rate shall be inclusive of all supervision, labor, equipment, overhead and other administrative expenses. The CRDA does not accept invoices for non-working supervision.

(b) The CRDA shall compensate the Contractor for off-Site transportation and disposal of Debris at the unit price (per ton) provided in the Fee Schedule, which shall include all labor, trucking, transportation, equipment and other overhead and expenses. Disposal fees will be reimbursed without markup based on the rates on the waste manifests.

4. Boarding

(a) The CRDA shall compensate the Contractor for boarding services at the unit prices (per door and window) provided in the Fee Schedule for each of the specified boarding methods. Said unit prices shall include all supervision, labor, equipment, material, overhead and administrative expenses.

(b) The unit price per window is based upon the dimensions of a window opening measuring up to 33" in width and up to 75" in height. The unit price per door is based upon the dimensions of a door opening measuring up to 35" in width and up to 84" in height. Pricing for door or window openings which exceed these typical dimensions will be adjusted accordingly.

5. Invoicing

The Contractor shall invoice the CRDA on a per site basis upon completion of all debris removal and boarding of structure openings. Each invoice must identify: (a) the date(s) and amount of time, in quarterly hour increments, spent by each employee performing on-site debris removal, supported by daily time sheets; (b) the total amount of debris removed from the site (in tons) supported by all corresponding landfill (and transfer station, where applicable) waste manifests and truck tickets; and (c) the type and number of openings which have been boarded and the method of boarding employed.

NAME OF BIDDER

Dated: _____ BY: _____
TITLE: _____

Attachment 10

Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

(referred to hereinafter as the “Contractor”)

THIS SERVICES AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2010 (the “Effective Date”), by and between the **CASINO REINVESTMENT DEVELOPMENT AUTHORITY** (the “CRDA”), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Contractor identified above.

Background

A. In accordance with the CRDA’s solicitation for bids released in August of 2010 (the “Solicitation”) and the Contractor’s response thereto dated _____ (the “Bid”), and in accordance with CRDA Resolution 10-__ adopted _____, the CRDA has selected the Contractor to provide services to the CRDA as described in the Section 2 of the Solicitation (the “Services”).

B. The Contractor desires to accept the engagement to provide Services on an as-needed basis, all as more particularly set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the CRDA and the Contractor, intending to be legally bound, hereby agree as follows:

1. Copies of the Solicitation and the Bid are annexed hereto as Exhibits A and B, respectively. By this reference, the Solicitation and the Bid are incorporated in and made a part of this Agreement as if set forth herein in full. In case of a conflict or inconsistency between the provisions of the Solicitation and the Bid, 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.

2. The Contractor, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in Section 2.0 of the Solicitation.

3. (a) The CRDA will make payment to the Contractor for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 8 of the Solicitation, entitled, “Fee Schedule”.

(b) The Contractor shall provide invoices with substantiating documentation, as reasonably requested by CRDA. All invoices must describe the Services performed, referencing the task or part thereof outlined in the Contractor's Bid. If the Contractor's Bid or part thereof is based on an hourly fee, then the invoice shall show the hours spent, itemized by date and task. Any invoice that includes an expenditure line item must be accompanied by such documentation to substantiate the amount and necessity of such expenditure. All invoices must reflect the fees and rates as set forth in the Solicitation.

(c) The CRDA 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. The Contractor shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 14 hereof in the event of any such claim.

(d) The CRDA shall remit payment to the Contractor within thirty (30) days of the date of receipt of the Contractor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless the CRDA disputes the invoice, in which case, the CRDA shall provide written notice of such dispute to the Contractor within twenty (20) days of the date the CRDA received such invoice.

4. The Contractor shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Contractor shall not discriminate in employment and shall 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. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder as more fully set forth in Attachment 6 of the Solicitation.

5. The Contractor represents and warrants, on behalf of itself and its employees, contractors and subcontractors that:

(a) the Services shall be performed in a good, professional and workmanlike manner in accordance with the standards of care and diligence normally practiced in the industry, and to the extent applicable, shall conform to the specifications, drawings, samples, other description, and terms and conditions contained or referenced therein; and in the event the Contractor fails to fulfill this covenant, the Contractor shall promptly re-perform and correct any Services not acceptable to the CRDA upon its written request made at any time within one (1) year after the CRDA's final acceptance of the Services. All costs incurred by the Contractor in performing such corrective work shall be the sole responsibility of the Contractor.

(b) the Services and the Contractor's performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including the CRDA, having jurisdiction to impose such requirements; and

(c) it and they have the legal authority to enter into this Agreement and to

perform the Services.

(d) (i) execution of this Agreement and performance of the Services will not violate any obligation to or rights of others including but not limited to, intellectual property rights such as patent, trademark, trade secret and copyright, under agreement or otherwise, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with the CRDA provided for herein.

6. RESERVED.

7. The CRDA represents and warrants that it has the authority to enter into, and will reasonably cooperate with the Contractor in accordance with the terms and conditions of, this Agreement.

8. The Contractor shall maintain a thorough and complete record of its performance of the Services hereunder, including, without limitation, hours worked under this Agreement and the reasonable business expenses incurred in connection with the Services (the "Records"). Contractor shall maintain and make available for inspection the Records during the term of the Agreement and for three (3) years from and after the Termination Date. The CRDA or its designee shall have the right, upon reasonable notice, during normal business hours to audit, inspect and copy the Records. For purposes of this Section 8, "Contractor" shall include the employees, contractors and subcontractors.

9. The initial term of this Agreement shall commence on _____ and shall expire _____ year(s) from said date, or earlier termination as provided herein (the "Termination Date"); provided however, that the Agreement shall remain in full force and effect for any Services requested by the CRDA prior to and performed by the Contractor after the Termination Date ("Post Termination Services"). The CRDA may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the Contractor. The Contractor shall be paid for work performed and accepted by the CRDA until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of the CRDA's acceptance of such services.

10. (a) The Contractor represents that it has no 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 the 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 a duty to disclose to the CRDA 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.

(b) 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, or representative of the CRDA any cash or non-cash gratuity or payment with view toward securing any business from the CRDA or influencing such person with respect to the conditions, or performance of any

agreements with or orders from the CRDA, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the CRDA and the Contractor.

(c) Should a conflict of interest issue arise, the Contractor agrees to fully cooperate in any inquiry and to provide the CRDA or its designee with all documents or other information reasonably necessary to enable the CRDA or its designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the CRDA may have.

11. The Contractor shall procure, and require its contractors and consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CRDA of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 45 days prior written notice to the CRDA by certified mail. The Casino Reinvestment Development Authority shall be named as an "Additional Insured" on those policies required under subsections (a) and (b).

(a) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance, which insurance shall include coverage for the liability assumed under section 2 of this Solicitation in an amount not less than \$1,000,000. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage. Moreover, such policy of insurance shall be endorsed so as to delete any exclusions applying to property damage liability arising from underground hazards relating to utilities, explosions and collapse of foundations.

(b) Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

(c) Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The Contractor shall furnish to the Authority, within ten (10) days of the effective date of this Agreement, Certificates of Insurance, together with declaration pages, in a form satisfactory to the CRDA, evidencing that it has complied with this Section 11. The required Certificates of Insurance shall be filed with the CRDA and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to CRDA. Upon request, the Contractor shall furnish the CRDA with a certified copy of each policy itself, including the provisions establishing premiums.

12. RESERVED.

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

14. The Contractor will indemnify, defend and hold the CRDA, and its officers, employees and members (collectively, the "Indemnitee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") arising out of or relating to the Contractor's act, failure to act, or omission in its performance of the Services hereunder. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses.

15. Provisions of this Agreement may be waived by the CRDA only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The CRDA's approval, acceptance use or payment for any part of the Contractor's services shall not in any way alter the Contractor's obligations, nor waive any of the CRDA's rights, under this Agreement.

16. If any change occurs in the legal entity of the Contractor's organization, the Contractor shall immediately report such change to the CRDA.

17. While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of the CRDA. The Contractor is not entitled to benefits of any kind to which CRDA employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Contractor assumes full responsibility for the acts and/or omissions of the

Contractor's employees or agents as they relate to performance of this Agreement. The Contractor assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to the Contractor and the Contractor's employees.

18. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Contractor without the prior written consent of the CRDA. The Contractor shall not subcontract any services hereunder without the prior written approval of the CRDA. All subcontracted services, once approved, shall be billed by the Contractor to the CRDA at direct cost with no additional fees or markup.

19. All notices under this Agreement must be in writing and shall be delivered to the Party to which the notice is being served by: (a) certified or registered mail, return receipt requested, or (b) overnight courier service addressed to the Parties at their respective address set forth above.

20. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

21. Subsequent to the award of this Agreement, the Contractor merges with or is acquired by another firm, the successor entity shall submit the following documents to the CRDA: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; and (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to the CRDA within thirty (30) days of the completion of the merger or acquisition. Failure to do so may result in termination of this Agreement in accordance with the terms herewith.

22. This Agreement, together with the Solicitation and the Bid, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties and approved as required by New Jersey law and CRDA policy. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

Witness: CASINO REINVESTMENT DEVELOPMENT AUTHORITY

By: _____ By: _____

Name: _____ Name: Thomas D. Carver

Title: _____ Title: Executive Director

[Contractor: Complete and sign below]

Witness: _____
(Name of Contractor)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit "A"
(CRDA's Solicitation)

Exhibit "B"
(Contractor's Bid)