

CASINO REINVESTMENT DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSALS

For:	BOND COUNSEL As-needed

Event	Date	Time
Respondent's Questions Due Date	August 11, 2010	2:00 p.m
Proposal Submission Due Date	August 19, 2010	2:00 p.m.

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

RFP Issued By

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

Date Issued: July 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 has utilized two types of debt, publicly issued bonds and project bonds which are issued solely to the Atlantic City casino licensees.

Public Issues

Pursuant to N.J.S.A. 5:12-162.1, the CRDA is authorized to issue to the public bonds, notes or other obligations payable from the Authority's revenues, funds or monies.

On March 23, 2005, the CRDA issued \$291,670,000 in Parking Fee Revenue Bonds. Series 2005A in the amount of \$107,140,000 were tax-exempt bonds, the proceeds of which were used to refund \$68,405,000 of the previously issued Parking Fee Revenue Bonds, Series 1997A and \$43,205,000 of the previously issued Parking Fee Revenue Bonds, Series 2001A. Series 2005B in the amount of \$184,530,000 were taxable bonds, the proceeds of which were used to refund \$29,205,000 of the previously issued Investment Alternative Tax and Subordinated Parking Fee Revenue Bonds, Series 2001 B and to fund projects on the Atlantic City Boardwalk and at the casinos. The bonds are payable from Parking Fee Revenues, certain pledged Investment Alternative Taxes and an additional contractual parking charge remitted by the casinos.

In October of 2004, the CRDA issued \$93,000,000 of tax exempt Hotel Room Fee Revenue Bonds (Series 2004). The proceeds of these bonds were used to fund projects in North and South Jersey as well as Atlantic City casino expansion projects. These bonds are payable solely from hotel room fees.

The CRDA has also participated in providing funds supporting other New Jersey Authority bond issues, such as the South Jersey Transportation Authority Road Development Special Revenue Bonds.

The CRDA is not currently contemplating any new public bonds issues.

Casino Pool Bonds

Pursuant to law, Atlantic City casino licensees are obligated to pay 2.5% of their gross revenues to the state as a tax or to invest 1.25% of their gross revenues in bonds and investments of the CRDA. The bond proceeds are used to finance projects in Atlantic City, South Jersey and North Jersey.

Casino pool bond issues are not public offerings; rather, they are private placements to casino licensees who are required by statute to purchase the bonds issued by CRDA. Bond certificates are not printed, and there is no bond trustee involved. Licensees are notified of bonds purchased by the receipt of bond documents prepared by bond counsel to the CRDA. Bonds purchased by casinos are accounted for by the book entry method.

The CRDA intends to award one or more contracts to respondent(s) whose proposal(s) is most advantageous to the CRDA, price and other factors considered. The CRDA reserves the right to reject any and all proposals when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in proposals submitted in response to this RFP.

1.3 Proposal Submission

In order to be considered, a sealed proposal must be delivered to the following:

VAL BERZINS
CHIEF FINANCIAL 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. Respondents are cautioned to allow adequate delivery time to ensure timely receipt of proposals. The CRDA shall not be responsible for any delivery service's failure to deliver in a timely manner. **THE EXTERIOR OF ALL BID PACKAGES ARE TO BE LABELED "CASINO REINVESTMENT DEVELOPMENT AUTHORITY- PROPOSAL FOR BOND COUNSEL", AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT'S NAME AND ADDRESS.**

Directions to the CRDA can be found at the following web address: <http://www.njcrda.com> under the "contact us" section of the website. **Proposals submitted by facsimile or electronically will not be considered.**

1.4 Number of Proposal Copies

The respondent must submit **two (2) complete ORIGINAL sealed proposals**, clearly marked as the "ORIGINAL" proposal. The respondent should submit **three (3) full, complete, and exact copies** of the original proposal.

A respondent failing to provide the requested number of copies will be charged the cost incurred by the CRDA in producing the requested number of copies. It is suggested that the respondent make and retain a copy of its proposal.

1.5 Questions and Answers

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

RFP-QUESTIONS@NJCRDA.COM

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

The subject line of all emailed questions should say “Bond Counsel- Proposal Inquiry”.

Any requested exceptions to the Professional Services Agreement, appended as Attachment 2, shall be raised by the respondent as a question during the Question and Answers period through the same procedure set forth in this provision of the RFP. Any amendment to the Professional Services Agreement shall be determined by the CRDA, in its sole and absolute discretion, with such determination to 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 proposed amendments to the Professional Services Agreement. There will be no other amendments to the Professional Services Agreement other than those agreed to by the CRDA through issuance of any Question and Answer addendum.

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

1.6 Addenda: Revisions to this Request for Proposals

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

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

1.7 Respondent Responsibility

The respondent assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are

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

1.8 Proposal Opening

On the date and time proposals are due under the RFP all proposals received will be opened publicly. The content of the proposals shall remain confidential during the evaluation process. All proposals 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 proposals, not award a contract or re-solicit proposal for this contract if deemed necessary by the CRDA.

1.9 Price Alterations

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 respondent.

1.10 Proposal Errors

A respondent may withdraw its proposal prior to proposal opening, by a request in writing to staff member identified in Section 1.3 of this RFP. A respondent may submit a revised proposal as long as the revised proposal, clearly marked as such, is received as specified in Section 1.3 of this RFP.

If, after proposal opening but before contract award, a respondent discovers an error in its proposal, the respondent may make written request to staff member identified in Section 1.3 of this RFP for authorization to withdraw its proposal from consideration for award. Evidence of the respondent'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 proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the respondent's exercise of reasonable care; and that the CRDA will not be significantly prejudiced by granting the withdrawal of the proposal.

All proposal withdrawal requests must include the RFP title and the final proposal opening date and sent to the following address:

Casino Reinvestment Development Authority
1014 Atlantic Avenue
P.O. Box 749
Atlantic City, New Jersey 08401
Attn: Staff member identified in Section 1.3
PROPOSAL WITHDRAWAL REQUEST

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the respondent's intention is not readily discernible from other parts of the proposal, the CRDA may seek clarification from the respondent to ascertain the true intent of the proposal.

1.11 Joint Ventures

If a joint venture is submitting a proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's proposal. Authorized signatories from each party comprising the joint venture must sign the proposal. 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.

1.12 Contents of Proposal - Open Public Records Act

Upon award of contract, all information submitted by respondents in response to this solicitation is considered public information, except as may be exempted from public disclosure by the OPRA, and the common law.

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

1.13 Restrictions Relating to Representation of Casinos or Casino Related Enterprises

A respondent is not qualified to submit a proposal if respondent is, at present, retained by or otherwise rendering services to (1) any casino in the State of New Jersey or any affiliate thereof or (ii) any association comprised of casinos in the State of New Jersey or holders of casino licenses in the State of New Jersey. In addition, the successful firm while providing services to the CRDA will not be permitted to render services to any of the above.

2.0 SCOPE OF SERVICES

Bond counsel will be expected to provide legal advice and representation concerning all aspects of any transaction involving the issuance of the debt including, but not limited to, the following:

1. Assistance with the development of the size and structure of the transaction, including advice in regard to tax and other legal issues.
2. Preparation of all documents necessary to implement the transaction, including, if necessary, a resolution of the CRDA authorizing the issuance of bonds, the notice of sale, the escrow deposit agreement and all closing certificates relating to the issuance of the debt or any other documents necessary to the implementation of a transaction involving issuance by the CRDA of debt.
3. Assistance with the preparation of the preliminary official statement, the notice of sale, final official statement and any other offering materials, including attendance at the printer for mailing and printing of the POS and OS.
4. Review of any documents prepared by other entities involved in the transaction.
5. Attendance at various meetings necessary to the transaction; consultation and negotiation with bond purchasers, the rating agencies, verification agents or credit enhancers, if any; negotiation of agreements related to the transaction on behalf of the CRDA and participation in any other meetings or telephone conference calls relating to the transaction.
6. Attendance at the sale of the debt, preparation of all closing documents and certificates, attendance at the pre closing and closing of the sale of the debt.
7. Rendering approving opinions relating to the validity of the debt, the tax-exempt status of interest on the debt, adequacy of disclosure (10b-5) and such other opinions as may be required from bond counsel for the transaction.
8. Bond Counsel will be available for post-sale Internal Revenue Code compliance questions, continuing disclosure requirements and any other post-closing issues that may arise with respect to the debt.
9. Bond Counsel will be expected to be available to provide day-to-day advice, as necessary, on matters relating to any of CRDA's outstanding bond issues and for tax, securities law, and other legal issues in connection with the development of financial strategies for the future.

The foregoing list of responsibilities is not exclusive; the CRDA and the successful respondent(s) may agree in writing to amend or augment the responsibilities set forth above.

3.0 PROPOSAL PREPARATION AND SUBMISSION

3.1 General

The respondent is advised to thoroughly read and follow all instructions contained in this RFP in preparing and submitting its proposal.

3.2 Proposal Content

The proposal should be submitted in one volume and that volume divided into five (5) 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 proposal)
- Section 2 - Firm Profile and Experience
- Section 3 - Qualifications and Experience
- Section 4 - Fee Schedule
- Section 5 – Forms

A. Cover Letter

All respondents should submit a cover letter summarizing its proposal. Please highlight the key points of the proposal. The cover letter should also include references to section(s) of the proposal that the respondent would like to propose confidentiality or copyright designation. (Please See Section 1.12).

B. Firm Profile and Experience

1. Indicate the date your firm was established.
2. Describe the types of legal services provided by your firm.
3. Describe your firm's specialty and/or area(s) of expertise.
4. Identify the number of employees in your firm (licensed attorneys; legal support staff; other support staff).
5. The qualifications and experience of your firm to perform the required services. In particular, list and describe in detail up to five (5) transactions in which your firm participated as bond counsel or underwriter's counsel for tax-exempt bond financings and which are representative of the qualifications of your firm to undertake the proposed appointment.
6. Provide a description of your firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office, whether they are partners or associates and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your firm is awarded a contract as the result of this RFP.

7. Identify any state agencies, departments or authorities represented by the firm during the last five (5) years. For each matter, provide the name of the state agency, department or authority, a description of the matter, the dates of the engagement and the name and contact information of the state employee responsible for overseeing the work of the firm on that matter.
8. Identify any state agencies, departments or authorities before or against which the firm has regularly appeared on behalf of other clients. Please note that the CRDA, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2).
9. Identify any governmental entities, agencies, or political subdivisions that the firm represents or has represented. Include the time period during which the firm represented each such agency and the nature of the work performed.
10. Describe the firm's approach to maintaining responsive communication with the CRDA and keeping the CRDA informed of problems and progress.
11. Provide a representative listing of the firm's major private and public sector clients.
12. Provide the name, address, telephone number, e-mail address, and facsimile number for the contact person in your firm.

C. Qualifications and Experience

1. Describe qualifications and experience of the particular attorneys who are expected to work on this assignment (including your tax counsel);
2. Specify where each attorney's office is located;
3. Identify and describe in detail up to three (3) transactions that demonstrate the qualifications of these individuals relevant to the proposed assignment. Indicate in each case the role the individual had in the assignment and whether or not the individual participated in the assignment on behalf of your firm.

ii. Other Qualification Information

- (1) Identify all adverse determinations against the respondent 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.
- (2) 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 respondent provides services to the

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

(3) Describe any potential conflict of interest issues. The CRDA, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). By responding to this RFP, counsel acknowledges that it has reviewed the August 2, 1984 opinion letter of Attorney General Kimmelman in their evaluation of potential conflicts of interest. A copy of the opinion is available upon request. You may submit your proposal subject to a resolution of such conflicts. You have a continuing obligation to disclose to the CRDA any actual or potential conflicts with respect to this assignment. (Also see Section 1.13 for restrictions related to casinos.)

D. Fee Schedule

Refer to Section 5.11 of this RFP.

E. Forms

Refer to Section 5.0 of this RFP.

4.0 PROPOSAL EVALUATION

4.1 Proposal Evaluation Committee

Proposals 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 Oral Presentation and/or Clarification of Proposal

After the submission of proposals, unless requested by the CRDA as noted below, vendor contact with the CRDA is not permitted.

A respondent may be required to give an oral presentation to the Evaluation Committee concerning its proposal. The Evaluation Committee may also require a respondent to submit written responses to questions regarding its proposal. The purpose of such communication with a respondent, either through an oral presentation or by letter, is to provide an opportunity for the respondent to clarify or elaborate on its proposal. No comments regarding other proposals are permitted. Respondents may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a respondent to give an oral presentation or require a respondent to submit written responses to questions regarding its proposal. Action by the Evaluation Committee in this regard should not be construed as an acceptance or rejection of a proposal.

4.3 Evaluation Criteria

All proposals will be reviewed to determine responsiveness. The CRDA may reject non-responsive proposals without evaluation, but may waive minor non-compliance. The following evaluation criteria categories, separate or combined in some manner, and not necessarily listed in order of significance, will be used to evaluate and rank proposals received in response to this RFP:

- Knowledge and experience of the employees dedicated to the CRDA contract;
- Experience of the firm as bond counsel;
- Resources of the firm;
- Competitiveness of the fee proposal as set forth in the Fee Schedule.

4.4 Bid Discrepancies

In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

The CRDA expressly reserves the right (a) to waive minor irregularities in proposals submitted in response to this RFP; and (b) to reject all proposals and not award any contract in connection with this RFP.

4.5 Negotiation and Best and Final Offer (BAFO)

Following the opening of proposals, the CRDA reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any respondent, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

All contacts, records of initial evaluations, any correspondence with respondents related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until the contract is awarded.

5.0 FORMS THAT MUST BE SUBMITTED WITH PROPOSAL

- A. The forms listed below must be completed and submitted with the proposal.

- (1) Signatory Page, Attachment 1
- (2) Professional Services Agreement, Attachment 2
- (3) Ownership Disclosure, Attachment 3
- (4) Disclosure of Investigations/Actions against Bidder, Attachment 4
- (5) Notice of Intent to Subcontract, Attachment 5
- (6) Subcontractor Utilization Form, Attachment 6
- (7) Services Source Disclosure Form, Attachment 7
- (8) Affirmative Action (Bidder must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Attachment 8
- (9) Political Contributions Disclosure Form & Instructions, Attachment 9
- (10) Non-Collusion Affidavit, Attachment 10
- (11) Fee Schedule, Attachment 11

B. The respondent must be properly registered to do business with the State of New Jersey as of the proposal opening date. If not already registered with the New Jersey Division of Revenue, registration can be completed on line at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>. **Please submit a copy of the respondent's NJ Business Registration Certificate with its proposal.**

5.1 Signatory page

The respondent shall complete and submit the signatory page appended hereto as **Attachment 1**, which shall be signed by an authorized representative of the respondent, evidencing the respondent's concurrence with all of the terms and conditions of this RFP. If the respondent is a limited partnership, the signatory page must be signed by a general partner. If the respondent is a joint venture, the signatory page must be signed by a principal of each party to the joint venture. Failure to comply may result in rejection of the proposal.

5.2 Professional Services Agreement

Respondents should execute **Attachment 2**. The CRDA reserves all rights to reject any and all proposals based upon exceptions taken to the proposed form of contract. Execution of **Attachment 2** is not to be construed as entering into a contract with the CRDA but rather as a submission of an offer to contract with the CRDA. **Any requested exceptions to the Professional Services Agreement must be raised by the respondent as a question during the Question and Answers period through the same procedure set forth in Section 1.5 of this RFP. If the contract is awarded to the respondent, the Agreement attached shall be executed in its current form. There will be no amendments to the Agreement subsequent to opening of proposals.**

5.3 Ownership Disclosure Form

In the event the respondent is a corporation, partnership or sole proprietorship, the respondent shall complete the **attached** Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to, or accompany, the proposal. Failure to do so may preclude the award of a contract. The Ownership Disclosure Form is appended hereto as **Attachment 3**.

5.4 Disclosure of Investigations/Actions Involving Bidder

The respondent shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving the firm, any principal in the firm, or person to be assigned to the CRDA contract, involving any public sector clients 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. The respondent shall use the Disclosure of Investigations and Actions Involving Bidder form appended hereto as **Attachment 4**.

5.5 Notice of Intent to Subcontract

The respondent shall complete the attached Notice of Intent to Subcontract Form (**Attachment 5**) to advise the CRDA as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

5.6 Subcontractor Utilization Form

If the respondent intends to utilize a subcontractor, the Subcontractor Utilization Form, appended hereto as **Attachment 6**, must be completed and submitted with the proposal.

5.7 Services Source Disclosure Form

Effective August 3, 2005, all contracts primarily for services awarded by the CRDA shall be performed within the United States, except when the CRDA certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. The intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where the services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the respondent shall state with specificity the reasons why the services cannot be performed in the United States. Pursuant to N.J.S.A. 52:34-13.2, the respondent is required to submit with its proposal a completed source disclosure form. The Services Source Disclosure Form is appended hereto as **Attachment 7**.

5.8 Affirmative Action

Respondent shall submit to the CRDA, upon award of contract, one of the following:

- Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program.
- A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4
- An employee information report (Form AA302) (See Attachment 8)

5.9 Political Contributions Disclosure

The respondent 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 appended hereto as **Attachment 9**.

Furthermore, the successful respondent 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 successful respondent receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the successful respondent's responsibility to determine if filing is necessary. Failure to so 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.

5.10 Non-collusion Affidavit

The respondent shall execute and submit the non-collusion affidavit (**Attachment 10**).

5.11 Fee Schedule

The respondent must submit its pricing using the format set forth in the CRDA supplied Fee Schedule appended hereto as **Attachment 11** to this RFP.

6.0 Contract Award

The CRDA will determine the length of the contract, one (1) year or two (2) years, based on the competitiveness of the respondent's fee proposal submitted for years 1 and 2 on Attachment 11.

Attachment 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

REQUEST FOR PROPOSAL: Bond Counsel

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 respondent:

Signature of the respondent's authorized representative attests that the respondent has read, understands and agrees to all of the terms and conditions set forth in the RFP, including addenda. Failure of the respondent to hold prices firm or to meet other terms and conditions as defined in the RFP may result in the respondent being suspended or debarred from contracting with the CRDA.

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

Signature

Date

Attachment 2
Professional Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

(referred to hereinafter as the “Consultant”)

THIS PROFESSIONAL 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 Consultant identified above.

Background

A. In accordance with the CRDA’s request for proposals released in July of 2010 (the “RFP”) and the Consultant’s response thereto dated _____ (the “Response”), and in accordance with CRDA Resolution 10-__ adopted _____, the CRDA has selected the Consultant to provide services to the CRDA as described in the RFP (the “Services”).

B. The Consultant desires to accept the engagement to provide Services, 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 Consultant, intending to be legally bound, hereby agree as follows:

1. Copies of the RFP and the Response are annexed hereto as Exhibits A and B, respectively. By this reference, the RFP and the Response 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 RFP and the Response, 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 Consultant, 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 RFP.

3. Compensation.

(a) The CRDA will make payment to the Consultant for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 11 of the RFP, entitled, “Fee Schedule”.

(b) The CRDA shall not be obligated or liable under this Agreement to any party, other than the Consultant, for the payment of any monies or the provision of any goods or services. The Consultant shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 14 hereof in the event of any such claim.

(c) The CRDA shall remit payment to the Consultant within thirty (30) days of the receipt of the Consultant'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 Consultant within twenty (20) days of the date the CRDA received such invoice.

4. The Consultant 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 Consultant 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 8 of the RFP.

5. The Consultant represents and warrants, on behalf of itself and its employees, consultants, sub-consultants, contractors and subcontractors that:

(a) the Consultant and any employees, agents or contractors of Consultant rendering services hereunder, have, where applicable, all valid licenses required for the performance of services under this Agreement and will keep such licenses in effect for the duration of this Agreement. Consultant shall provide evidence of such licenses to CRDA upon request, and will notify CRDA within two (2) business days of any suspension or revocation of any such license.

(b) the Services and the Consultant'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.

(e) There is no action, suit or proceeding at law or in equity or by an governmental instrumentality or other agency now pending or, to the knowledge of the Consultant, threatened against or affecting the Consultant that, if adversely determined, would

(f) The Consultant is not currently retained or otherwise rendering services to (1) any casino in the State of New Jersey or any affiliate thereof, or (2) any association comprised of casinos in the State of New Jersey, or (3) any holders of casino licenses in the State of New Jersey.

6. CRDA and Consultant agree that CRDA may execute contracts with other bond counsel for the same services described herein.

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

8. The Consultant 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"). Consultant 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, "Consultant" shall include the Consultant and its sub-consultants, contractors and subcontractors.

9. The initial term of this Agreement shall commence upon the Effective Date and shall expire on _____, or earlier terminated as provided herein (the "Termination Date"), provided however, that the Agreement shall remain in full force and effect for any Services requested by CRDA prior to and performed by the Law Firm after the Termination Date ("Post Termination Services"). CRDA may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the Consultant. Consultant 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 CRDA's acceptance of such services.

10. (a) The Consultant 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 Consultant. The Consultant 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 Consultant 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 Consultant.

(c) The Consultant represents that it will not provide services to any Casino in the State of New Jersey or any affiliate thereof, any association of casinos in the State of New Jersey or any holders of casino licenses in the State of New Jersey during the duration of this Agreement.

(d) Should a conflict of interest issue arise, the Consultant 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 Consultant 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 2.0 of this RFP 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.

(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.

(d) Lawyers' Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$1,000,000 for the Law Firm and not less than \$1,000,000 for any licensed professional retained by the Law Firm against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of the Law Firm, its licensed professionals, subconsultants, contractors or subcontractors.

The Consultant 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 Consultant shall furnish the CRDA with a certified copy of each policy itself, including the provisions establishing premiums.

12. Consultant shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify CRDA with respect this Agreement or any Parties' duties or benefits hereunder without prior written consent of the CRDA, which may be withheld in its sole discretions

13. By signing this Agreement, the Consultant certifies that the Consultant 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 Consultant 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 Consultant '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. Consultant agrees that it will not, without prior written consent of the CRDA, disclose any confidential business or financial information of the CRDA. Consultant hereby

acknowledges that they have adopted policies for the protection of confidential information within their respective possession or control.

16. 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 Consultant's services shall not in any way alter the Consultant's obligations, nor waive any of the CRDA's rights, under this Agreement.

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

18. While engaged in performance of this Agreement, the Consultant is an independent contractor and is not an officer, agent, or employee of the CRDA. The Consultant 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 Consultant assumes full responsibility for the acts and/or omissions of the Consultant's employees or agents as they relate to performance of this Agreement. The Consultant 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 Consultant and the Consultant's employees.

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

20. 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.

21. 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.

22. Subsequent to the award of this Agreement, the Consultant 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; (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.

23. This Agreement, together with the RFP and the Response, 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. The Consultant shall set forth any and all exceptions to the terms and conditions hereof during the Question and Answer period allowed for by the RFP, which exceptions if accepted, in writing, by the CRDA, will serve to amend the Agreement in accordance herewith. 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

Approved as to form by the CRDA law department: _____

[Consultant: Complete and sign below]

Witness: _____
(Name of Consultant)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit "A"
(CRDA's RFP)

Exhibit "B"
(Consultant's Response)

Attachment 3
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 4
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 5
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)**

NOTICE OF INTENT TO SUBCONTRACT FORM

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

RFP 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 SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR PROPOSAL.

_____ 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 SUBCONTRACTORS 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 6
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 proposal as non-responsive.

IF BIDDER INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL 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)

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 7
N.J.S.A. 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____

Contract: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the Casino Reinvestment Development Authority (the "CRDA"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Vendor	Description of Services	Performance Location or Reasons why Subcontractor services cannot be performed in USA

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the CRDA.

The CRDA shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to written determination of the CRDA that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the CRDA, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the CRDA to accept a proposal, with knowledge that the CRDA is relying upon the truth of the statements contained herein.

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.

Contractor: _____

[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

Attachment 8
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, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

_____ **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN
APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR
PROPOSAL)**

_____ **I HAVE COMPLETED THE ENCLOSED FORM AA302
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

Attachment 9

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 11

FEE SCHEDULE

Having carefully read and examined the Request for Proposals, the undersigned Respondent, hereby agrees to furnish all services specified in Section 2 at the following hourly rates:

Attorney Name	Title	Price for a One Year Contract	Price for a Two Year Contract
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
		\$ hourly	\$ hourly
	Paralegal	\$ hourly	\$ hourly

Additional terms and conditions of compensation:

1. All fees proposed shall be inclusive of all supervision, labor, material, computer charges, equipment, overhead and other administrative expenses.
2. The CRDA will not accept invoices for non-working supervision, clerical work, overtime, travel time and expenses, equipment rental, meals, lodging or telephone.
3. The CRDA will reimburse reasonable expenses for postage, delivery service and duplicating.

NAME OF RESPONDENT

Dated: _____ BY: _____
TITLE: _____

