GLOBAL SPECTRUM, L.P.
REQUEST FOR PROPOSALS

For: ATLANTIC CITY CONVENTION CENTER
AUDIO/VISUAL SERVICES

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<thead>
<tr>
<th>Event</th>
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<tr>
<td>Mandatory Walkthrough/Pre-Bid Meeting ACCC Executive Board Room</td>
<td>Wednesday, October 7, 2015</td>
<td>10:00 AM</td>
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<td>Respondent’s Questions Due Date</td>
<td>Thursday, October 15, 2015</td>
<td>10:00 AM</td>
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<tr>
<td>Proposal Submission Due Date</td>
<td>Tuesday, November 3, 2015</td>
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Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Global Spectrum webpage. [http://www.boardwalkhall.com/business-opportunities/rfps](http://www.boardwalkhall.com/business-opportunities/rfps)

RFP Issued By
Global Spectrum, L.P., (“Global Spectrum”) as operator of Historic Boardwalk Hall and the Atlantic City Convention City (ACCC), as managing agent for the Casino Reinvestment Development Authority (the “CRDA”)
2301 Boardwalk
Atlantic City, New Jersey 08401
Phone 609-348-7026
Date Issued: September 21, 2015
1.0 INFORMATION FOR BIDDERS

1.1 Background

The Atlantic City Convention Center (“Convention Center”), located at One Convention Boulevard, Atlantic City, NJ, has 486,000 square feet of continuous exhibit space. The exhibit hall is divisible into five separate halls, ranging in size from 29,400 square feet to 199,500 square feet. The Convention Center’s 45 meeting rooms on the third and fourth level of the Convention Center surround the expansive atrium lobby and total 109,100 square feet. Room dimensions range from 11,800 square feet to 672 square feet. The rooms’ amenities include soundproof panels, assisted lighting systems and voice, video and data communications.

The Convention Center’s ample pre-function space, more than 32,000 square feet, is well suited to registration, retail or dining needs. The building is served by 29 covered loading docks, four drive in roll-up doors, mechanical elevators and 1400 indoor parking spaces. The Convention Center is connected to the Atlantic City Rail Terminal that runs the Atlantic City line from Philadelphia to Atlantic City. A pedestrian bridge links the Convention Center to the adjoining Sheraton Hotel.

Located within a few hours’ drive of nearly one-third of the nation’s population and 20 percent of the country’s business addresses, the Convention Center is easily accessible for convention, tradeshow and meeting attendees.

1.2 Purpose and Intent

The purpose of this Request for Proposal (“RFP”) is to solicit proposals to engage a licensed contractor to provide AUDIO/VISUAL SERVICES at the Atlantic City Convention Center (ACCC) in Atlantic City. The respondent shall provide the services directly.

The intent of this RFP is to award a contract to those respondent(s) whose proposal(s), conforming to the requirements of this RFP, are most advantageous to Global Spectrum, price and other factors considered. Global Spectrum, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term when deemed to be in Global Spectrum’s best interest. Global Spectrum, reserves the right to reject any and all proposals when it is determined by Global Spectrum, to be in its best interest. Global Spectrum, 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:

GLOBAL SPECTRUM, L.P.
CLARK HUGHES
PROJECT PROCUREMENT MANAGER
2301 BOARDWALK
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. Global Spectrum shall not be held responsible
for the respondent’s or any delivery services’ failure to deliver in a timely fashion. THE EXTERIOR OF ALL PROPOSALS ARE TO BE LABELED “GLOBAL SPECTRUM – ACCC PROPOSAL FOR AUDIO/VISUAL SERVICES”, AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT’S NAME AND ADDRESS.

PROPOSALS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL NOT BE CONSIDERED.

1.4 Number of Proposal Copies

The respondent must submit two (2) complete ORIGINAL proposals in a sealed envelope, clearly marked as the “ORIGINAL” proposal. The respondent should submit four (4) full, complete, and exact copies of the original proposal.

1.5 Questions and Answers

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

ACRFP-Questions@Global-spectrum.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 “Audio/Visual Services - 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 Global Spectrum, 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. Global Spectrum reserves the right to reject any and all proposed amendments to the Professional Services Agreement.

Respondents are not to contact Global Spectrum, directly, in person or by telephone, concerning this solicitation. All questions and answers will be posted on the Global Spectrum, website.

http://www.boardwalkhall.com/business-opportunities/rfps

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 Global Spectrum, website. [http://www.boardwalkhall.com/business-opportunities/rfps](http://www.boardwalkhall.com/business-opportunities/rfps)

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 Global Spectrum, website on a daily basis from the time of RFP issuance through proposal opening. [http://www.boardwalkhall.com/business-opportunities/rfps](http://www.boardwalkhall.com/business-opportunities/rfps)

### 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. Global Spectrum 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 Global Spectrum, reserves the right to reject any and all proposals, not award a contract or re-solicit this contract if deemed necessary by Global Spectrum.

### 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 as follows:

A respondent may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to Global Spectrum, staff person designated in section 1.3 herein. If the request is granted, the respondent may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after the proposal opening but before contract award, a respondent discovers an error in its proposal, the respondent may make written request to Global Spectrum, staff person designated in section 1.3 herein 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 Global Spectrum, 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 be sent to Global Spectrum staff person designated in section 1.3 herein at the following address:

GLOBAL SPECTRUM, L.P.  
CLARK HUGHES  
CAPITAL PROJECT PROCUREMENT MANAGER  
2301 BOARDWALK  
ATLANTIC CITY, NEW JERSEY 08401  
PROPOSAL WITHDRAWAL REQUEST

If during a proposal evaluation process, an obvious pricing error is found, Global Spectrum, 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.

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 the RFP is considered public information, except as may be exempted from public disclosure under OPRA, and the common law.

A respondent may designate specific information as not subject to disclosure when the respondent has a good faith legal or factual basis for such assertion. Global Spectrum, 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. Global Spectrum, 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 Minimum Requirements. All respondents must meet all of the following minimum requirements:

A) The successful responder must have been in the audio-visual business for a minimum of five (5) years in a convention center or hospitality type venue.
B) The successful responder shall comply with all applicable federal, state, and local statues, laws, ordinances, rules and regulations.

2.0 SCOPE OF SERVICES Audio Visual Services at the Atlantic City Convention Center

Selected contractor shall be responsible for providing Audio Visual services and equipment which includes the set-up, operation/staffing and dismantling of same for clients of the Atlantic City Convention Center. All services provided by Contractor shall be consistent with standard industry practices, shall be rendered in a manner consistent with that level of care and skill ordinarily exercised by the industry utilizing standard practices, and in compliance with all federal, state, local laws, rules and regulations, as applicable key elements of the work shall include, but not limited to the following:

A) Provision of audio enhancement including the operation of in-house systems; PA, audio, video and TV/cable.
B) Provision of visual aids including LCD and other advanced projectors as well as simple flip charts and dry erase boards
C) Provision of theatrical lighting and gobo’s for productions in spaces throughout the Center
D) Provision of experienced operators for the equipment to ensure quality support to the clients utilizing the Center.
E) The Contractor shall not subcontract more that 15% of services, labor, and equipment rentals under any proposed contract resulting from this RFP.
F) This RFP is for services of a “Preferred Provider” nature and on a “Non-Exclusive” basis.

PREFERRED STATUS OF CONTRACTOR

The selected Contractor shall be listed as the “Preferred In-House Audio Visual Contractor of the Atlantic City Convention Center in all publications, listings and on the MeetinAC.com website. In addition the Contractor shall be given the following to enhance the marketability of its service:

A) Use of office space within the Center for conducting Convention Center business only
B) Inclusion in the weekly Event Staff meetings and monthly Sales meetings as well as invitations and an expectation to participate in sight tours, pre-cons and post-cons
C) Access to all tentative and confirmed booking information
D) Installation of electrical services at cost.
E) The Contractor shall contact each event client and/or their agent to determine audio/visual requirements and to sell services. The Contractor shall develop clear,
concise and professional quality written proposals for client review and acceptance. Color renderings of proposed sets, creative overview of the event and a full presentation at the client’s offices shall be provided as appropriate. The selected Contractor may convey to any clients, potential clients or audio/visual companies that they are the official, although non-exclusive, preferred supplier at the ACCC to handle audio/visual services. The Contractor shall provide, coordinate, organize and develop marketing services and a marketing plan in support of, and in cooperation with, ACCC generated marketing efforts. Marketing services shall include marketing materials, such as pamphlets and/or flyers in digital format as well, that can be provided to clients in sales and advance materials packets by Meet AC staff. The materials shall be reviewed and approved by the ACCC General Manager, or their designee, and shall include, at a minimum, a description of the services available, price lists, sales contact information, and how to place an order.

F) Any and all adjustments or discounts for services, labor and equipment rental of 25% or more that are offered to ACCC clients must be approved in advance and in writing by the ACCC General Manager or their designee.

G) The ACCC currently uses a two-way radio system. The selected Contractor is expected to provide, at its own expense, its staff with the same radio equipment utilized by ACCC employees. The Selected Contractor will provide at its own expense a cellular telephone, local telephone, long distance telephone, email, and telecommunication equipment for staff assigned to work at the ACCC.

H) Successful Contractor must provide audio/visual equipment and labor at no cost for the ACCC, designated activities related to marketing, sales, public relations, board meetings, employee functions, etc.

STORAGE
The selected Contractor shall be given adequate secure space to store equipment on sight at the Center that is utilized at the Center. Global Spectrum shall not be responsible for damage to any equipment or material stored in the Atlantic City Convention Center.

LENGTH OF CONTRACT
The contract will be for the term of two (2) years. At the conclusion of the two (2) year term, Global Spectrum shall retain the option to renew the contract for not more than two (2) additional terms of one (1) year in length under the provisions agreed to herein. Global Spectrum shall reserve the right to terminate this contract, with cause, on thirty (30) days written notice, without penalty.

RATES
Global Spectrum reserves the right to review rates prior to any changes and to require changes to them. Contractor will, when appropriate, revise rates according to the proper level of pricing for the market and financial viability.
LABOR
Contractor shall provide, at its own expense, qualified and licensed labor in the applicable trades.
   A) Employees shall be appropriately and uniformly dressed and neat and clean in appearance.
   B) All employees must display ID Badges while on Atlantic City Convention Center premises
   C) All employees shall be properly trained in the operation of the Center
   D) Operator has the right of approval of any and all Contractors employees
   E) Contractor will be responsible for the negotiation, execution and administration of any collective bargaining agreement with I.A.T.S.E who has jurisdiction over the work

EQUIPMENT ON-SITE
Contractor shall have all necessary on-site equipment for providing standard Audio Visual Services as required.
   A) Inventory of equipment is to be established upon execution of the contract. Updated inventory report to be submitted to Operator quarterly for review and audit. Shortfalls from contracted levels are to be remedied at Contractors expense.
   B) Contractor will be solely responsible for the repair and maintenance of its equipment
   C) Equipment Contractor provides rigging motors, boom lift etc.
   D) Equipment Contractor provides will be updated as technology advances in a timely manner

EQUIPMENT OFF-SITE
Contractor shall obtain all necessary equipment to be stored in an accessible off-site location and mutually agreed upon, in order to maintain sufficient inventory to handle any needs of the Center. Said equipment, interchangeable with equipment stored on-site, shall be of high quality. Level of inventory shall be subject to Operator’s approval, and may be modified as dictated by the event schedule. Contractor shall be solely responsible for the transportation of the off-site equipment to and from the Center at its own expense. Furthermore, failure to provide necessary equipment to service Center advance and floor orders will be considered a breach of the Contract and as grounds for termination of the Contract.

ACCESS TO CENTER
Contractor shall be afforded access to the Center at all reasonable times for the administration of the terms of the Contract. Contractor will have access to the loading dock for deliveries. Contractor will have access to two parking spaces in the staff location of the garage. All additional staffing will pay for parking or have access to discounted parking at the surface lot off of Ohio Street when available.

MANAGEMENT
The Contractor shall maintain daily staffing, at levels acceptable to the Operator, sufficient to facilitate the planning and execution of the work. The minimum staff is to include an active, qualified, competent and experienced General Manager and Sales person who is available to
supervise Contractor’s operations and to represent and act for Contractor in matters pertaining to the day to day operations of the Contract.

LICENCES
Contractor shall be required to provide and maintain any permits and licenses required by law at its own expense.

ACCOUNTING
Contractor shall keep books of accounts and records of all transaction in accordance with standard and established accounting and booking procedures
   A) Contractor shall pay for and obtain license to the Ungerboeck event software utilized by the Center staff in order to access all pertinent information and be able to add relevant information into the account information
   B) Contractor shall work with the Operator to ensure online ordering is available to all exhibitors for smooth easy transactions.
   C) A copy of each completed order is to be submitted to the Operator at the conclusion of each event.
   D) Contractor shall make available to the Operator during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the Contract for review upon request
   E) When documenting revenue and expenses labor will be broken out separately from gross revenues so there is clarity in understanding the commissionable percentage due to the operator

DAMAGES
Damage to Global Spectrum, owned or operated property: Any damage to property, equipment, grounds, buildings etc. that is cause by the Contractor shall be reported to the Global Spectrum within 24 hours or discovery. The Contractor will have ten (10) working days Global Spectrum after report to present its written response to the claimed damages. The Contractor, upon approval by an authorized Global Spectrum representative, may make repairs that are deemed within its capability. Global Spectrum, reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to Global Spectrum operations. Costs of any replacement or repairs made by Global Spectrum, for damages caused by the Contractor shall be deducted from monies due to the Contractor. This shall not prevent Global Spectrum, from seeking damages should replacement/repair costs exceed the amount of monies owed to the Contractor.

BUILDING RESTRICTIONS
   A) PARKING: The contractor shall make arrangements with the authorized Global Spectrum, representative prior to off-loading tools and equipment at the job site. Contractor shall park only in designated visitor parking spaces.
   B) RESTROOMS: Restroom shall not be used for washing of tools and equipment.
C) SECURITY: The contractor shall provide and update the list of all personnel at the job site. Contractor shall comply with all security measures required by Global Spectrum.

D) ACCESS: Contractor shall make prior arrangements with the authorized Global Spectrum, representative for access to the building(s) for performance of the service.

The foregoing list of services is not exclusive; Global Spectrum, and the successful respondent may agree in writing to amend or augment the services 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 A – Cover Letter (Summarize the key points of the proposal)
- Section B - Technical Proposal
- Section C – Organizational Qualifications and Experience
- Section D - Fee Schedule/Commission Proposal
- Section E – Required Submittals and Compliance Information

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. Technical Proposal

1. A detailed description of how the Scope of Services defined in Section 2 of this RFP will be addressed by the respondent.

2. Describe your implementation plan to be able to provide the highest quality of services to the ACCC and its clients beginning on January 1, 2016. Describe the process of managing an order for equipment and services from initial point of contact through installation, final invoicing, and collection. Provide a sample of the forms planned for ordering and installing exhibitor audio/visual equipment and services, and invoicing of same.
C. Organizational Qualifications and Experience

1. Respondent Profile and Experience

   (A) State the date the respondent firm was established. Give a brief description of the firm including organization structure.

   (B) Identify the number of employees of the respondent. The proposal shall include a listing of the total number of employees, and an organization chart.

   (C) A list identifying by name the employees to be assigned to perform on the Global Spectrum contract, accompanied by the employees’ qualifications, experience and assigned responsibilities. Identify the person who would have primary responsibility for providing services to Global Spectrum.

   (D) Identify any state agencies, departments or authorities serviced by the respondent during the last three (3) years. For each project, provide the name of the state agency, department or authority, a narrative description of the project, the dates of the engagement and the name and contact information of the state employee responsible for overseeing the work of the respondent on that project.

   (E) Describe your organization’s presence in New Jersey. Note the location of each office and the number of employees resident in each office.

   (F) Provide the name, address, telephone number, e-mail address, and facsimile number for the contact person for the respondent.

   (G) Provide three references with the name, address, email, facsimile number and telephone number of the contact person.

2. Other Qualification Information

   (A) 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.

   (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 respondent provides services Global Spectrum, the CRDA or any State of New Jersey departments, offices, or divisions or other independent authorities.
D. Commission Percentage Rate Schedule Rate

Refer to Section 5.11 of this RFP.

E. Required Submittals and Compliance Information

Refer to Section 5.0 of this RFP.

4.0 PROPOSAL EVALUATION

4.1 Proposal Evaluation Committee

Proposals will be evaluated and ranked by Global Spectrum 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 Global Spectrum, as noted below, vendor contact with Global Spectrum, is not permitted.

A respondent may be required to give an oral presentation to Global Spectrum, concerning its proposal. Global Spectrum, 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 Global Spectrum’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 Global Spectrum, 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. Global Spectrum 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 Global Spectrum, contract;
Experience of the firm in respondent in the field of AUDIO/VISUAL SERVICES.

Resources of the respondent;

Competitiveness of Commission Percentage Rate Schedule

Exceptions taken to the Professional Services Agreement

4.4 Proposal 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.

Global Spectrum, 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, Global Spectrum, 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, Global Spectrum’s evaluation report and the Award Recommendation, will remain confidential until the contract is awarded.

5.0 REQUIRED SUBMITTALS AND COMPLIANCE INFORMATION

A. The forms listed below must be completed and submitted with the proposal, unless expressly stated otherwise in this RFP:

1. Signatory Page, Attachment 1
2. Professional Services Agreement, Attachment 2
3. Ownership Disclosure, Attachment 3
4. Disclosure of Investigations/Actions against Respondent, Attachment 4
5. Notice of Intent to Subcontract, Attachment 5
6. Subcontractor Utilization Form, Attachment 6
7. Reserve
9. Political Contributions Disclosure Form & Instructions, Attachment 9
10. Non-Collusion Affidavit, Attachment 10
11. Commission Percentage Rate Schedule, Attachment 11
12. Disclosure of Investment Activities in Iran

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

C. Compliance with Executive Order 151, dated August 28, 2009

Small Business Enterprise Requirement: It is the policy of Global Spectrum and 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 Global Spectrum pursuant to this Contract, the firm must demonstrate to the Global Spectrum’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 Global Spectrum 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 Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.

2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.

3. The Firm shall actively solicit and shall provide Global Spectrum with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.

4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.

5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations, and shall complete such other forms as may be required by Global Spectrum or the CRDA for State reporting as to participation.

Pursuant to Executive Order 151 the participants’ goals for this Contract are African-Americans 2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

D. Notice to all Contracts Set-Off for State Tax Notice

Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director or the Division of Taxation shall seek to set off that taxpayer’s or shareholder’s share of the payment die the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.
The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52-32-32 et seq.), to the taxpayer shall be stayed.

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 shall review and execute Attachment 2. Global Spectrum 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 Global Spectrum but rather as a submission of an offer to contract with Global Spectrum. 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. Failure to execute Attachment 2 will result in the proposal being rejected as non-responsive.

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 Respondent

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 Global Spectrum, 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 Respondent 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 Global Spectrum 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 Reserve

5.8 Affirmative Action

Respondent shall submit to Global Spectrum, 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 Global Spectrum. 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 Commission Percentage Rate Schedule

1) For and in consideration of the contractor’s rights under any contract resulting from this RFP, the contractor will agree to pay the ACCC a monthly percentage commission based on the gross receipts of all sales of services, labor, equipment rentals, service charges, management fees, etc. made to ACCC clients. The contractor must provide a competitive commission proposal that accurately and fairly reflects the level and type of service to be provided.

5.12 Disclosure of Investment Activities in Iran

Pursuant to N.J.S.A. 52:32-58, the bidder must complete the Disclosure of Investment Activities in Iran attached hereto as Attachment 12 to certify that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the bidder, nor one of its parents, subsidiaries and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on Attachment 12. A bidder’s failure to submit the completed and signed form with its bid will result in the rejection of the bids as non-responsive and preclude the award of a contract to said bidder.

6.0 Contract Award

The final contract shall consist of this RFP, any addenda issued to this RFP, the respondent’s response, and the Professional Services Agreement, Attachment 2, with any amendments agreed upon by the parties. Global Spectrum reserves all rights to reject any and all responses based upon exceptions taken to the Profession Services Agreement. Execution of Attachment 2 is not to be construed as entering into a contract with Global Spectrum but rather as a submission of an offer to contract with Global Spectrum.

Global Spectrum reserves the right to determine the length of the contract, (A) two (2) years or two (2) years and not more than two (2) additional terms of one (1) year in length based on the competitiveness of the fees submitted on Attachment 11. Global Spectrum shall reserve the right to terminate this contract, with cause, on thirty (30) days written notice, without penalty.
REQUEST FOR PROPOSAL: Audio/Visual Services

FOR INFORMATION: Global Spectrum
2301 Boardwalk
Atlantic City, New Jersey 08401
609-348-7026

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 BE BOUNDED BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF THE ATTACHED PROFESSIONAL SERVICES AGREEMENT (AS AMENDED DURING THE QUESTIONS AND ANSWERS PERIOD) AND ANY ADDENDA ISSUED. BY SIGNING BELOW, RESPONDENT AGREES TO HOLD ITS PROPOSAL FIRM FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF PROPOSAL OPENING OR TO CONTRACT AWARD, WHICHERVER COMES FIRST. FAILURE OF THE RESPONDENT TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION 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 “Contractor”)

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made as of this ____ day of ________, 2015 (the “Effective Date”), by and between the Global Spectrum, L.P., 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 Global Spectrum’s request for proposals released in ( ) of 2015 (the “RFP”) and the Consultant’s response thereto dated ____________ (the “Response”), and in accordance with Global Spectrum Resolution 13-__ adopted ____________, Global Spectrum has selected the Contractor to provide services to Global Spectrum as described in the RFP (the “Services”).

B. The Contractor 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, Global Spectrum and the Contractor, 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 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 RFP.

3. Compensation.

   (a) Contractor shall be responsible to collect all revenue due and pay the Atlantic City Convention Center commission at the rates, under the terms and conditions, if any, set forth in Attachment 11 of the RFP, entitled, “Commission
Percentage Rate Schedule,” by the 20th of the following month, and provide reports of all associated transactions by the 9th of the same month.

(b) Global Spectrum 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 Global Spectrum harmless pursuant to Section 15 hereof in the event of any such claim.

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 8 of the RFP.

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

(a) the Contractor and any employees, agents or sub-contractors of Contractor 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. Contractor shall provide evidence of such licenses to CRDA upon request, and will notify Global Spectrum within two (2) business days of any notification of suspension or pending revocation of any such license.

(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 Global Spectrum, 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 Global Spectrum 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 Contractor, threatened against or affecting the Contractor that, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as contemplated under this Agreement, or to perform its obligations under this Agreement, or
would materially adversely affect its financial condition, except those previously disclosed to Global Spectrum.

6. Global Spectrum and Contractor agree that Global Spectrum may execute contracts with other organizations or individuals for the same services described herein.

7. Global Spectrum 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. Rights in Work Product
   (a) Global Spectrum shall own all right, title, and interest in and to any Work Product (as hereinafter defined) produced by Contractor or its contractors, and subcontractors under this Agreement, and Contractor agrees that such Work Product shall be deemed a "work made for hire". Contractor shall execute and deliver such instruments as requested by Global Spectrum to effect Global Spectrum’s rights in Work Product. To the extent that Global Spectrum’s rights as outlined herein-above are limited in any manner at law or otherwise, Contractor hereby assigns to the Global Spectrum all right, title, and interest, including but not limited to, copyright and all copyright rights, in all Work Product created by Contractor in its performance under this Agreement and/or delivered to the Global Spectrum hereunder and shall execute any documents necessary to effectuate such assignment, and further grants to the Global Spectrum an irrevocable, fully-paid up, royalty-free license to use any Work Product provided to Global Spectrum... Contractor warrants that it has the lawful right to grant the foregoing license to Global Spectrum...

   (b) In the event Contractor uses any individual who is not a full-time employee of Contractor or entity to perform any work required of it pursuant to this Agreement, Contractor shall require said individual or entity to sign an agreement containing identical wording as the foregoing Section 8(a) with the exception that word “Contractor” is to be replaced with the individual’s or entity’s name.

   (c) The term “Work Product” shall mean all written and other tangible expressions, including, but not limited to, documents, reports, surveys, renderings, exhibits, models, prints, negatives and photographs. All Work Product furnished by the Contractor hereunder shall be and shall remain the property of Global Spectrum.

   (d) In the event of termination by either party for any reason, as provided under this Agreement, Global Spectrum will have the right to receive, and the Contractor shall promptly provide to Global Spectrum, all documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Contractor for the Services under this Agreement, notwithstanding any dispute regarding the amount to be paid under this Agreement. The foregoing provisions shall survive the term and termination of this Agreement.

   (e) Contractor warrants that it has the lawful right to release Work Product of other clients to Global Spectrum. In the event that there is any claim by any third-party for wrongful
release of Work Product, the Contractor shall defend and save Global Spectrum, its members, officers, agents and employees harmless from liability of any nature or kind for or on account of the use of the Work Product in the performance of this Agreement.

9. 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. Global Spectrum 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 9, “Contractor” shall include the Contractor and its contractors and subcontractors.

10. The initial term of this Agreement shall commence on the Effective Date and shall expire 1 year thereafter, 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 Global Spectrum prior to and performed by the Contractor after the Termination Date (“Post Termination Services”). Global Spectrum may terminate the Agreement for any reason or no reason upon at least ten (10) days’ prior written notice to the Contractor. Contractor shall be paid for work performed and accepted by Global Spectrum until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of Global Spectrum’s acceptance of such services.

11. (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 Global Spectrum 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 Global Spectrum any cash or non-cash gratuity or payment with view toward securing any business from Global Spectrum or influencing such person with respect to the conditions, or performance of any agreements with or orders from Global Spectrum, including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the Global Spectrum and the Contractor.

(c) Should a conflict of interest issue arise, the Contractor agrees to fully cooperate in any inquiry and to provide Global Spectrum or its designee with all documents or other information reasonably necessary to enable Global Spectrum 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 Global Spectrum may have.
12. The Contractor shall procure, and require its contractors and sub-contractors to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by Global Spectrum 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 Global Spectrum by certified mail. GLOBAL SPECTRUM, L.P., "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) Professional Liability (Errors & Omissions). Written on a “claims made” basis, with not less than $2,000,000 for the Contractor and not less than $2,000,000 for any licensed professional retained by the Contractor against any and all liabilities arising out of or in connection with the negligent acts, errors or omissions of the Contractor, its licensed professionals, contractors or subcontractors.

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 Global Spectrum, evidencing that it has complied with this Section 12. The required Certificates of Insurance shall be filed with the Global Spectrum and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to Global Spectrum. Upon request, the Contractor shall furnish Global Spectrum with a certified copy of each policy itself, including the provisions establishing premiums.
13. Contractor shall not cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify Global Spectrum with respect to this Agreement or any Parties’ duties or benefits hereunder without prior written consent of Global Spectrum, which may be withheld in its sole discretion.

14. 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.

15. The Contractor will indemnify, defend and hold Global Spectrum, 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.

16. Contractor represents and warrants, on behalf of itself and its employees, contractors, and sub-contractors 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 in the event the Consultant fails to fulfill this covenant, Consultant shall promptly re-perform and correct any Services not acceptable to Global Spectrum upon its written request made at any time within one (1) year after Global Spectrum’s final acceptance of Services. All costs incurred by the Consultant in performing such corrective work shall be the sole responsibility of Consultant.

(b) the Services and Consultant’s performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including Global Spectrum, 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 Services will not violate any obligation to or rights of others including but not limited to, intellectual property
rights such as 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 Global Spectrum provided for herein.

17. Provisions of this Agreement may be waived by Global Spectrum only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. Global Spectrum’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 Global Spectrum’s rights, under this Agreement.

18. If any change occurs in the legal entity of the Contractor’s organization, the Contractor shall immediately report such change to Global Spectrum.

19. While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of Global Spectrum. The Contractor is not entitled to benefits of any kind to which Global Spectrum 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.

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

21. 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.

22. 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.

23. 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 Global Spectrum: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreement; (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 Global Spectrum 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.

24. 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 Global Spectrum policy. The Contractor 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 Global Spectrum, 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: GLOBAL SPECTRUM, L.P.

By: ___________________________  By: ___________________________
Name: _________________________  Name: _________________________
Title: ___________________________  Title: ___________________________

Approved as to form by the GLOBAL SPECTRUM, L.P. Law Department: ________________

[Contractor: Complete and sign below]

Witness: ___________________________

(Name of Contractor)

By: ___________________________  By: ___________________________
Name: _________________________  Name: _________________________
Title: ___________________________  Title: ___________________________
SCOPE OF SERVICES  Audio Visual Services at the Atlantic City Convention Center

Selected contractor shall be responsible for providing Audio Visual services and equipment which includes the set-up, operation/staffing and dismantling of same for clients of the Atlantic City Convention Center. All services provided by Contractor shall be consistent with standard industry practices, shall be rendered in a manner consistent with that level of care and skill ordinarily exercised by the industry utilizing standard practices, and in compliance with all federal, state, local laws, rules and regulations, as applicable key elements of the work shall include, but not limited to the following:

A) Provision of audio enhancement including the operation of in-house systems; PA, audio, video and TV/cable.
B) Provision of visual aids including LCD and other advanced projectors as well as simple flip charts and dry erase boards
C) Provision of theatrical lighting and gobo’s for productions in spaces throughout the Center
D) Provision of experienced operators for the equipment to ensure quality support to the clients utilizing the Center.
E) The Contractor shall not subcontract more that 15% of services, labor, and equipment rentals under any proposed contract resulting from this RFP.
F) This RFP is for services of a “Preferred Provider” nature and on a “Non-Exclusive” basis.

PREFERRED STATUS OF CONTRACTOR
The selected Contractor shall be listed as the “Preferred In-House Audio Visual Contractor of the Atlantic City Convention Center in all publications, listings and on the MeetinAC.com website. In addition the Contractor shall be given the following to enhance the marketability of its service:

A) Use of office space within the Center for conducting Convention Center business only
B) Inclusion in the weekly Event Staff meetings and monthly Sales meetings as well as invitations and an expectation to participate in sight tours, pre-cons and post-cons
C) Access to all tentative and confirmed booking information
D) Installation of electrical services at cost.
E) The Contractor shall contact each event client and/or their agent to determine audio/visual requirements and to sell services. The Contractor shall develop clear, concise and professional quality written proposals for client review and acceptance. Color renderings of proposed sets, creative overview of the event and a full presentation at the client’s offices shall be provided as appropriate. The selected Contractor may convey to any clients, potential clients or audio/visual companies that they are the official, although
non-exclusive, preferred supplier at the ACCC to handle audio/visual services. The Contractor shall provide, coordinate, organize and develop marketing services and a marketing plan in support of, and in cooperation with, ACCC generated marketing efforts. Marketing services shall include marketing materials, such as pamphlets and/or flyers in digital format as well, that can be provided to clients in sales and advance materials packets by ACCC sales staff. The materials shall be reviewed and approved by the ACCC General Manager, or their designee, and shall include, at a minimum, a description of the services available, price lists, sales contact information, and how to place an order.

F) Any and all adjustments or discounts for services, labor and equipment rental of 25% or more that are offered to ACCC clients must be approved in advance and in writing by the ACCC General Manager or their designee.

G) The ACCC currently uses a two-way radio system. The selected Contractor is expected to provide, at its own expense, its staff with the same radio equipment utilized by ACCC employees. The Selected Contractor will provide at its own expense a cellular telephone, local telephone, long distance telephone, email, and telecommunication equipment for staff assigned to work at the ACCC.

H) Successful Contractor must provide audio/visual equipment and labor at no cost for the ACCC, designated activities related to marketing, sales, public relations, board meetings, employee functions, etc.

STORAGE
The selected Contractor shall be given adequate secure space to store equipment on sight at the Center that is utilized at the Center. The Operator shall not be responsible for damage to any equipment or material stored in the Center.

LENGTH OF CONTRACT
The contract will be for the term of two (2) years. At the conclusion of the two (2) year term, Global Spectrum shall retain the option to renew the contract for not more than two (2) additional terms of one (1) year in length under the provisions agreed to herein. Global Spectrum shall reserve the right to terminate this contract, with cause, on thirty (30) days written notice, without penalty.

RATES
Global Spectrum reserves the right to review rates prior to any changes and to require changes to them. Contractor will, when appropriate, revise rates according to the proper level of pricing for the market and financial viability.

LABOR
Contractor shall provide, at its own expense, qualified and licensed labor in the applicable trades.

A) Employees shall be appropriately and uniformly dressed and neat and clean in appearance.

B) All employees must display ID Badges while on Center premises
C) All employees shall be properly trained in the operation of the Center
D) Operator has the right of approval of any and all Contractors employees
E) Contractor will be responsible for the negotiation, execution and administration of any collective bargaining agreement with I.A.T.S.E who has jurisdiction over the work

EQUIPMENT ON-SITE
Contractor shall have all necessary on-site equipment for providing standard Audio Visual Services as required.
A) Inventory of equipment is to be established upon execution of the contract. Updated inventory report to be submitted to Operator quarterly for review and audit. Shortfalls from contracted levels are to be remedied at Contractors expense.
B) Contractor will be solely responsible for the repair and maintenance of its equipment
C) Equipment Contractor provides rigging motors, boom lift etc.
D) Equipment Contractor provides will be updated as technology advances in a timely manner

EQUIPMENT OFF-SITE
Contractor shall obtain all necessary equipment to be stored in an accessible off-site location and mutually agreed upon, in order to maintain sufficient inventory to handle any needs of the Center. Said equipment, interchangeable with equipment stored on-site, shall be of high quality. Level of inventory shall be subject to Operator’s approval, and may be modified as dictated by the event schedule. Contractor shall be solely responsible for the transportation of the off-site equipment to and from the Center at its own expense. Furthermore, failure to provide necessary equipment to service Center advance and floor orders will be considered a breach of the Contract and as grounds for termination of the Contract.

ACCESS TO CENTER
Contractor shall be afforded access to the Center at all reasonable times for the administration of the terms of the Contract. Contractor will have access to the loading dock for deliveries. Contractor will have access to two parking spaces in the staff location of the garage. All additional staffing will pay for parking or have access to discounted parking at the surface lot off of Ohio Street when available.

MANAGEMENT
The Contractor shall maintain daily staffing, at levels acceptable to the Operator, sufficient to facilitate the planning and execution of the work. The minimum staff is to include an active, qualified, competent and experienced General Manager and Sales person who is available to supervise Contractor’s operations and to represent and act for Contractor in matters pertaining to the day to day operations of the Contract.

LICENSES
Contractor shall be required to provide and maintain any permits and licenses required by law at its own expense.
ACCOUNTING
Contractor shall keep books of accounts and records of all transaction in accordance with standard and established accounting and booking procedures
   A) Contractor shall pay for and obtain license to the Ungerboeck event software utilized by the Center staff in order to access all pertinent information and be able to add relevant information into the account information
   B) Contractor shall work with the Operator to ensure online ordering is available to all exhibitors for smooth easy transactions.
   C) A copy of each completed order is to be submitted to the Operator at the conclusion of each event.
   D) Contractor shall make available to the Operator during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the Contract for review upon request
   E) When documenting revenue and expenses labor will be broken out separately from gross revenues so there is clarity in understanding the commissionable percentage due to the operator

DAMAGES
Damage to Spectrum owned or operated property: Any damage to property, equipment, grounds, buildings etc. that is cause by the Contractor shall be reported to the Global Spectrum within 24 hours or discovery. The Contractor will have ten (10) working days Global Spectrum after report to present its written response to the claimed damages. The Contractor, upon approval by an authorized Global Spectrum representative, may make repairs that are deemed within its capability. Global Spectrum, reserves the right to make immediate repairs to correct damages that are safety hazards or that pose a detrimental effect to Global Spectrum operations. Costs of any replacement or repairs made by Global Spectrum, for damages caused by the Contractor shall be deducted from monies due to the Contractor. This shall not prevent Global Spectrum, from seeking damages should replacement/repair costs exceed the amount of monies owed to the Contractor.

BUILDING RESTRICTIONS
   A) PARKING: The contractor shall make arrangements with the authorized Global Spectrum, representative prior to off-loading tools and equipment at the job site. Contractor shall park only in designated visitor parking spaces.
   B) RESTROOMS: Restroom shall not be used for washing of tools and equipment.
   C) SECURITY: The contractor shall provide and update the list of all personnel at the job site. Contractor shall comply with all security measures required by Global Spectrum.
   D) ACCESS: Contractor shall make prior arrangements with the authorized Global Spectrum, representative for access to the building(s) for performance of the service.
The foregoing list of services is not exclusive; Global Spectrum, and the successful respondent may agree in writing to amend or augment the services set forth above.
Exhibit “B”
(CONTRACTOR’S RESPONSE)
Attachment 3
OWNERSHIP DISCLOSURE FORM

I. TYPE OR PRINT THE COMPLETE CORRECT NAME, ADDRESS & FEDERAL EIN OF THE RESPONDENT:
Name: ___________________________________ Fed ID # ________________________________
Street Address: ______________________________________________________________________
City, State, Zip Code: __________________________________________________________________

II. OFFICERS LIST. List all officers of the entity, office held and ownership interest held, if any. If the officer has no ownership
interest, write NONE in this column.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>OFFICE(S) HELD</th>
<th>OWNERSHIP INTEREST (%)</th>
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III. OWNERSHIP LIST. For every person or other entity which owns 10% or more of the Respondent named above, provide the name,
address, office held with the Respondent (if any), and the percent of ownership of the Respondent (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
Respondent, enter "None" below.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS</th>
<th>OFFICE(S) HELD</th>
<th>OWNERSHIP INTEREST (%)</th>
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IV. OWNER ISSUES. Complete all questions below.

1. Within the past five years has another company or corporation had a 10% or greater interest in the Respondent
   identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)
   YES    NO

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? (If yes, attach a detailed explanation for each instance.)
   YES    NO

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? (If yes, attach a detailed explanation for each instance.)
   YES    NO

4. Are there now any criminal matters or debarment proceedings pending in which the Respondent and/or its officers
   and/or managers are involved? (If yes, attach a detailed explanation for each instance.)
   YES    NO

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? (If yes to any part of this question, attach a detailed explanation for each instance.)
   YES    NO

V. 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 GLOBAL SPECTRUM, L.P.
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 GLOBAL SPECTRUM, L.P.
to notify GLOBAL SPECTRUM, L.P., 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 GLOBAL
SPECTRUM, L.P. and that the GLOBAL SPECTRUM, L.P. 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                         Respondent Name

______________________________       ________________________________
Print or Type Name                Title with Respondent

______________________________
Date
Attachment 4
DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT

The respondent 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.

<table>
<thead>
<tr>
<th>Person or Entity</th>
<th>Date of Inception</th>
<th>Brief Description</th>
<th>Disposition/Status (if applicable)</th>
<th>Respondent Contact Name and Telephone for additional information</th>
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Litigation/Administrative Complaints
Indicate “NONE” if no Litigation/Administrative Complaints. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Person or Entity</th>
<th>Date of Inception</th>
<th>Caption of the Action</th>
<th>Brief Description of the Action</th>
<th>Current Status or Disposition (if applicable)</th>
<th>Respondent Contact Name and Telephone for additional information</th>
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NOTICE OF INTENT TO SUBCONTRACT FORM

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

RFP TITLE: ______________________________________________________

PROPOSAL OPENING DATE: _________________________________________

RESPONDENT’S 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 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 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 SPECTRA VENUE MANAGEMENT, for approval, in advance of any such engagement.

Authorized Signatory for Respondent ____________ Title ____________ Date ____________
GLOBAL SPECTRUM, L.P. (GLOBAL SPECTRUM)
SUBCONTRACTOR UTILIZATION FORM

INSTRUCTIONS

Any bidder intending to subcontract any parts of a contract with GLOBAL SPECTRUM, L.P. Spectra Venue Management 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.

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

<table>
<thead>
<tr>
<th>Subcontractor’s Name, Address, Telephone and Vendor ID Number</th>
<th>Type(s) of Goods or Services to be Provided</th>
<th>Estimated Value of Subcontract(s)</th>
<th>Hourly Rate of Subcontractor</th>
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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 GLOBAL SPECTRUM, L.P. upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that GLOBAL SPECTRUM, L.P. 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 Global Spectrum L.P. (“Global Spectrum”), 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.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Description of Services</th>
<th>Performance Location or Reasons why Subcontractor services cannot be performed in USA</th>
</tr>
</thead>
</table>

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 Global Spectrum.

Global Spectrum 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 Global Spectrum that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to Global Spectrum, 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 Global Spectrum to accept a proposal, with knowledge that Global Spectrum 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: ___________________________
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, emotion, 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 or 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 to 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


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.
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 question, 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.
GLOBAL SPECTRUM, L.P.

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

FOR AGENCY USE ONLY

General Information
Solicitation, RFP or Contract No. n/a Award Amount

Description of Services AUDIO/VISUAL SERVICES

Agency Contact Information
Agency CRDA Contact Person Sharon D. Dickerson, Esq.

Phone Number 609-347-0500 ext 3223 Email sdickerson@njcrda.com

Part 1: Vendor Information

Full Legal Business Name (Including trade name if applicable)

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

Address 1 Address 2
City State Zip Phone

Vendor Email Vendor FEIN


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.
GLOBAL SPECTRUM, L.P.
Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions

(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. **Part 3: Disclosure of Contributions Made**

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

<table>
<thead>
<tr>
<th>Name of Recipient</th>
<th>Address of Recipient</th>
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<table>
<thead>
<tr>
<th>Date of Contribution</th>
<th>Amount of Contribution</th>
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<thead>
<tr>
<th>Type of Contribution (i.e. currency, check, loan, in-kind)</th>
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<thead>
<tr>
<th>Contributor Name</th>
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<table>
<thead>
<tr>
<th>Relationship of Contributor to the Vendor</th>
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<table>
<thead>
<tr>
<th>Contributor Address</th>
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<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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</table>

Please attach pages for additional contributions as necessary.
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 _____________________________

Agency Submission of Forms

The agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms, together with a complete 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, New Jersey 08625. The agency should save the forms locally and keep the originals forms on file, submit copies to the Chapter 51 Review Unit.
Attachment 10
NON-COLLUSION AFFIDAVIT FORM

STATE OF NEW JERSEY )
COUNTY OF )

I, ___________________________________________,
of the City of ____________________________.
in the County of ____________________________.
and the State of ____________________________.

of full age, being duly sworn according to law on my oath depose and say that:
I am (Title) ____________________________.
of the firm of (respondent)__________________________

making a Proposal in response to GLOBAL SPECTRUM, L.P.’s Request For Proposals For Audio/visual Contractor, and that I executed the said Proposal with full authority so to do; that the said respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competition, in connection with the said RFP; and that all statements contained in the said Proposal and in this Affidavit are true and correct, and made with full knowledge that GLOBAL SPECTRUM, L.P.’s relies upon the truth of the statements contained in the said Proposal, in this Affidavit and in any statements requested by the GLOBAL SPECTRUM, L.P. showing evidence of qualifications in awarding a contract based upon said RFP.

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

__________________________________________
Authorized Signature

SWORN and SUBSCRIBED to me this
_____day of ____________, 2015.

______________________________
NOTARY PUBLIC

______________________________
COMMISSION EXPIRES
ATTACHMENT 11

COMMISSION PERCENTAGE RATE SCHEDULE

Refer to ‘EXHIBIT A,’ under ‘LENGTH of CONTRACT.’ Having carefully read and examined the Request for Proposals, the undersigned respondent hereby agrees to furnish all of the services specified in Section 2 at the following commission rates:

<table>
<thead>
<tr>
<th></th>
<th>(A) Commission Percentage Rate (CPR) for (2) two years</th>
<th>(B) Commission Percentage Rate (CPR) for two (2) additional terms of not more than (1) year in length.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CPR to be paid on a monthly basis</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

_______________________________________
NAME OF RESPONDENT

Dated: _______________  BY: _____________________________________
TITLE: ___________________________________
Attachment 12

GLOBAL SPECTRUM, L.P.’s (“Global Spectrum”)
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE STATEMENTS WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division Of Purchase and Property’s website at http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal/bid non-responsive. If Global Spectrum finds that a person or entity to be in violation of law, Global Spectrum shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE STATEMENT:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal/bid being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

<table>
<thead>
<tr>
<th>Name: __________________</th>
<th>Relationship to bidder: __________________</th>
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</thead>
<tbody>
<tr>
<td>Description of Activities:</td>
<td></td>
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<tr>
<td>Duration of Engagement: __________</td>
<td>Anticipated Cessation Date: __________</td>
</tr>
<tr>
<td>Bidder Contact Name: __________________</td>
<td>Contact Phone Number: __________________</td>
</tr>
</tbody>
</table>

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 am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Global Spectrum is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Global Spectrum to notify Global Spectrum in writing of any changes to the answers of 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 also constitute a material breach of my agreement(s) with Global Spectrum and that Global Spectrum at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): __________________ | Signature: __________________ |
| Title: __________________ | Date: __________________ |