

SPECTRA

REQUEST FOR PROPOSALS - HISTORIC BOARDWALK HALL AND ATLANTIC CITY CONVENTION CENTER

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| For: | LICENSED PROFESSIONAL MECHANICAL/ELECTRIC/PLUMBING CONSULTANTS REQUEST FOR PROPOSAL on an as-needed basis |
| | |

| Event | Date | Time |
|---------------------------------|--------------------------|------------------|
| Respondent's Questions Due Date | Friday March 8, 2019 | 12:00 PM noon |
| Respondent's Question Responses | Friday March 22, 2019 | 5:00 PM |
| Proposal Submission Due Date | Friday March 29, 2019 | 3:00 PM |

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the webpage at <http://www.boardwalkhall.com/business-opportunities/rfps>.

RFP Issued By

Spectra, as operator of Historic Boardwalk Hall and the Atlantic City Convention Center, as managing agent for Casino Reinvestment Development Authority
2301 Boardwalk
Atlantic city, New Jersey 08401
Phone: 609-348-7026

Date Issued: Thursday, February 28, 2019

Request for Proposals

PUBLIC NOTICE IS HEREBY GIVEN that sealed proposals will be received by Spectra, as operator of Historic Boardwalk Hall (“Boardwalk Hall”) and the Atlantic City Convention Center (the “Convention Center”) for

Licensed Professional Mechanical/Electric/Plumbing Consultant Services As Needed

RFP forms, contracts and specifications can be obtained from the Spectra website at.

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

Sealed proposals must be mailed, presented or delivered to Spectra at 2301 Boardwalk, Atlantic City, New Jersey 08401, Attn. Clark Hughes, Capital Project/Procurement Manager. Spectra accepts no responsibility for the timeliness of any mail, delivery or courier service.

Sealed proposals shall be submitted in the manner prescribed in the Request for Proposals. The sealed envelopes must be labeled “**Request for Proposals – MEP Engineers As Needed**” and contain the proposal opening date and respondent’s name and address.

Proposals will be received, and documented in public at Spectra, 2301 Boardwalk, Atlantic City, New Jersey on Friday, March 29, 2019 **at 3:00 p.m. eastern prevailing time.**

Respondents are required to comply with the requirements of N.J.A.C. 17:27 (Affirmative Action), Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et.seq.), N.J.S.A. 52:25-24.2 (Ownership Disclosure), N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 10:5-1 (Law Against Discrimination).

Dated: February 28, 2019

1.0 INFORMATION FOR RESPONDENTS

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.

Historic Boardwalk Hall (“Boardwalk Hall”), located on the boardwalk between Mississippi and Georgia Avenues, Atlantic City, NJ, is a major icon for Atlantic City. Boardwalk Hall has a maximum capacity of approximately 14,000 in the arena and the ballroom which seats up to 3,500. Boardwalk Hall hosts a wide range of events from concerts to family shows like Sesame Street, to sporting events and other entertainment.

The facilities have established as their primary goal the highest level of service to their customers and clients. All operating entities in each facility must adhere to the following objectives:

- a) Offer services according to the highest industry standards and in the best interest of each facility, the community and the State of New Jersey
- b) Operate in a manner consistent with the public interest, providing each facility with full accountability for, and accurate records of all transactions conducted within each venue.
- c) Provide the highest level of safety, service and cooperation to clients and attendees of the facilities.
- d) Hold and maintain in good standing all required applicable local, state and federal licenses and permits for the services required herein. Failure to maintain said licenses and permits may be cause for termination of contract.

The Convention Center and Boardwalk Hall are currently owned by the New Jersey Sports and Exposition Authority with oversight by the CRDA and managed and operated by Spectra.

1.2 Purpose and Intent

Spectra is releasing this Request for Proposal (“RFP”) to solicit proposals to engage one or more organizations (the “Consultant”) to provide MEP ENGINEER SERVICES – As-Needed as more fully set forth in the Section 2, Scope of Services, of this RFP.

Spectra intends to award one or more contracts to respondent(s) whose proposal(s) is most advantageous to Spectra, price and other factors considered. Spectra reserves the right to reject any and all proposals when it is determined by Spectra to be in its best interest. Spectra 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:

SPECTRA
CLARK HUGHES
CAPITAL PROJECTS/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. Spectra shall not be responsible for any delivery service’s failure to deliver in a timely manner. **THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED “SPECTRA - PROPOSAL FOR MEP ENGINEERS - AS - NEEDED”, 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 sealed proposals**, clearly marked as the “ORIGINAL” proposal. The respondent should submit **three (3) full, complete, and exact copies** of the original proposal.

1.5 Questions and Answers

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

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 “MEP ENGINEERS - AS - NEEDED - 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 Spectra, 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. Spectra reserves the right to reject any and all proposed amendments to the Professional Services Agreement.

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

1.6 Addenda: Revisions to this Request for Proposals

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

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

1.7 Respondent Responsibility

The respondent assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a respondent's failure to be knowledgeable as to all of the requirements of this RFP. Spectra 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 Spectra. Spectra reserves the right to reject any and all proposals, not award a contract or re-solicit proposals for this contract if deemed necessary by Spectra.

1.9 Price Alterations

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

1.10 Proposal Errors

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

If, after proposal opening but before contract award, a respondent discovers an error in its proposal, the respondent may make a written request to the staff member identified in Section 1.3 of this RFP for authorization to withdraw its proposal from consideration for award. Evidence of the respondent's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the respondent's exercise of reasonable care; and that Spectra will not be significantly prejudiced by granting the withdrawal of the proposal.

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

Spectra
2301 Boardwalk
Atlantic City, New Jersey 08401
Attn: Staff member identified in Section 1.3
PROPOSAL WITHDRAWAL REQUEST

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

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other

than a disparity between the unit price and extended price and the respondent's intention is not readily discernible from other parts of the proposal, Spectra may seek clarification from the respondent to ascertain the true intent of the proposal.

1.11 Joint Ventures

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

1.12 Contents of Proposal - Open Public Records Act

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

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

1.13 Minimum Requirements. All respondents must submit documentation within their proposal to demonstrate that respondent meets all of the following minimum requirements:

A. Commercial Architect Services:

- i. Professional degree and NJ State MEP License
- ii. Five (5) years' experience in the City of Atlantic City.
- iii. Five (5) years' project experience with large scale public and private commercial buildings.
- iv. Green Building and/or LEEDS Certification

2.0 SCOPE OF SERVICES

2.1 General

Provide as needed MEP services to ensure successful design, construction, and operation of all Spectra's Atlantic City Conventions Center and Boardwalk Hall's related building equipment and systems: Mechanical, Electric, Plumber and Fire.

- i. Provide independent commissioning services.
- ii. Review design intent and basis of design documentation (prepared by others).
- iii. Assist with incorporation of commissioning requirements into construction documents.
- iv. Develop commissioning plans and assist with its utilization.
- v. Verify installation, functional performance, training and operation and maintenance documentation.
- vi. Prepare commissioning report and related systems documentation.
- vii. Provide follow-up to ensure that the systems continue to operate as intended.
- viii. Perform all services with emphasis on energy efficiency.
- ix. Produce signed, sealed, stamped document plans for all applicable governmental agencies for plan and review process.

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
- 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. Documentation demonstrating that the respondent meets the minimum requirements set forth in Section 1.13 above.

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 Spectra contract, accompanied by the employees' qualifications, experience and assigned responsibilities. Identify the person who would have primary responsibility for providing services to Spectra.
- (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 to Spectra, the CRDA or any State of New Jersey departments, offices, or divisions or other independent authorities.

D. Fee Schedule

Refer to Section 5.10 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 an Evaluation Committee composed of at least three (3) representatives of Spectra. The Evaluation Committee may choose to make use of the expertise of outside consultants in an advisory role.

4.2 Oral Presentation and/or Clarification of Proposal

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

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

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

4.3 Evaluation Criteria

All proposals will be reviewed to determine responsiveness. Spectra 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 Spectra contract;
- Experience of the firm in the field of MEP ENGINEERS - AS - NEEDED;
- Resources of the firm;
- Competitiveness of Fee 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.

Spectra 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, Spectra 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 respondents.

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

5.0 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. Disclosure of Investigations/Actions against Respondent, Attachment 3
4. Notice of Intent to Subcontract, Attachment 4
5. Subcontractor Utilization Form, Attachment 5
6. Services Source Disclosure Form, Attachment 6
7. Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Attachment 7
8. Political Contributions Disclosure Form & Instructions, Attachment 8
9. Non-Collusion Affidavit, Attachment 9
10. Fee Schedule, Attachment 10
11. Disclosure of Investment Activities in Iran, Attachment 11

B. **Business Registration**: As a condition of entering into a contract, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the CRDA) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq) on all their sales of tangible personal property delivered into the State.

The respondent must be properly registered to do business with the State of New Jersey at the time of contract award, and should 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 on line 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 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 Spectra pursuant to this Contract, the Firm must demonstrate to the

Spectra's satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the Spectra/CRDA shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

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

1. The 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 the Spectra 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 Spectra 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 due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 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**. Spectra 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 Spectra but rather as a submission of an offer to contract with the Spectra. 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 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 the Spectra contract, involving any public sector clients during the past **five (5)** years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The respondent shall use the Disclosure of Investigations and Actions Involving Respondent form appended hereto as **Attachment 3**.

5.4 Notice of Intent to Subcontract

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

5.5 Subcontractor Utilization Form

If the respondent intends to utilize a subcontractor, the Subcontractor Utilization Form, appended hereto as **Attachment 5**, must be completed and submitted with the proposal.

5.6 Services Source Disclosure Form

Effective August 3, 2005, all contracts primarily for services awarded by Spectra shall be performed within the United States, except when Spectra certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. The intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where the services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the respondent shall state with specificity the reasons why the services cannot be performed in the United States. Pursuant to N.J.S.A. 52:34-13.2, the respondent is required to submit with its proposal a completed source disclosure form. The Services Source Disclosure Form is appended hereto as **Attachment 6**.

5.7 Affirmative Action

Respondent shall submit to Spectra, 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 7**)

5.8 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 Spectra. The Political Contributions Disclosure form is appended hereto as **Attachment 8**.

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.

5.9 Non-collusion Affidavit

The respondent shall execute and submit the non-collusion affidavit (**Attachment 9**).

5.10 Fee Schedule

The respondent must submit its pricing using the format set forth in the Spectra supplied Fee Schedule appended hereto as **Attachment 10** to this RFP. If respondent fails to complete the fee schedule the proposal may be deemed nonresponsive. Merely attaching a firm's billing schedule is unacceptable. Any additions to the Fee Schedule must be submitted as a Rider to **Attachment 10**.

5.11 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 11** 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 11**. **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. Spectra 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 Spectra but rather as a submission of an offer to contract with Spectra.

Spectra reserves the right to determine the length of the contract, one (1) year or two (2) years, based on the competitiveness of the fees submitted for years 1 and 2 on Attachment 10. Spectra reserves the right to award a 1 year contract with an option to extend the contract for the second year, at the price set forth for a 2 year contract, on Attachment 10.

Attachment 2
Professional Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONSULTANT:

(referred to hereinafter as the “Consultant”)

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2019, by and between the SPECTRA, as agent on behalf of CASINO REINVESTMENT DEVELOPMENT AUTHORITY (“CRDA”), a public body corporate and politic constituting an instrumentality of the State of New Jersey, and the Consultant identified above.

Background

A. In accordance with the Spectra’s request for proposals released in February of 2019 (the “RFP”) and the Consultant’s response thereto dated _____ (the “Response”), Spectra has selected the Consultant to provide services to Spectra as described in the RFP (the “Services”).

B. The Consultant desires to accept the engagement to provide Services, all as more particularly set forth in this Agreement.

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

1. Copies of the RFP and the Response are annexed hereto as Exhibits A and B, respectively. By this reference, the RFP and the Response are incorporated in and made a part of this Agreement as if set forth herein in full. In case of a conflict or inconsistency between the provisions of the RFP and the Response, on the one hand, and this Agreement, on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency.

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

3. Compensation.

(a) The Spectra will make payment to the Consultant for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 10 of the RFP, entitled, “Fee Schedule”.

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

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

(d) Spectra shall remit payment to the Consultant within forty-five (45) days of the receipt of the Consultant's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless Spectra disputes the invoice.

(e) If the contract term spans more than one fiscal year, Spectra's obligation to make payment beyond the current fiscal year is contingent upon CRDA's governing body appropriation and availability of funds.

4. The Consultant shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder as more fully set forth in Attachment 7 of the RFP.

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

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

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

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

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

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

6. Spectra and Consultant agree that Spectra may execute contracts with other firms or persons for the same services described herein.

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

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

9. The initial term of this Agreement shall commence _____ and shall expire _____ year from said date, 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 Spectra prior to and performed by the firm after the Termination Date ("Post Termination Services"). Spectra may terminate the Agreement for any reason or no reason upon at least ten (10) days' prior written notice to the Consultant. Consultant shall be paid for work performed and accepted by Spectra until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of Spectra's acceptance of such services.

10. (a) The Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. The Consultant will also take all necessary steps to avoid the appearance of a conflict

of interest and shall have a duty to disclose to the Spectra prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

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

(c) Reserved.

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

11. The Consultant shall procure, and require its contractors and consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the Spectra 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 Spectra by certified mail. Spectra and Casino Reinvestment Development Authority shall be named as an "Additional Insured" on those policies required under subsections (a) and (b).

(a) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance, which insurance shall include coverage for the liability assumed under section 2.0 of this RFP in an amount not less than \$1,000,000. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

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

damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

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

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

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

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

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

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

15. Consultant agrees that it will not, without prior written consent of Spectra, disclose any confidential business or financial information of Spectra or CRDA. Consultant hereby acknowledges that they have adopted policies for the protection of confidential information within their respective possession or control.

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

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

18. While engaged in performance of this Agreement, the Consultant is an independent contractor and is not an officer, agent, or employee of Spectra or CRDA. The Consultant is not entitled to benefits of any kind to which Spectra or CRDA employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Consultant assumes full responsibility for the acts and/or omissions of the Consultant's employees or agents as they relate to performance of this Agreement. The Consultant assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to the Consultant and the Consultant's employees.

19. Rights in Work Product

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

(b) In the event Consultant uses any individual who is not a full-time employee of Consultant or entity to perform any work required of it pursuant to this Agreement, Consultant shall require said individual or entity to sign an agreement containing identical wording as the foregoing Section 19(a) with the exception that word "Consultant" 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, and photographs. All Work Product furnished by the Consultant hereunder shall be and shall remain the property of the CRDA.

(d) In the event of termination by either party for any reason, as provided under this Agreement, the CRDA will have the right to receive, and the Consultant shall promptly provide to the CRDA, all documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant 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) Consultant warrants that it has the lawful right to release Work Product of other clients to the CRDA. In the event that there is any claim by any third-party for wrongful release of Work Product, the Consultant shall defend and save the CRDA, 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.

20. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Consultant without the prior written consent of Spectra. The Consultant shall not subcontract any services hereunder without the prior written approval of Spectra. All subcontracted services, once approved, shall be billed by the Consultant to Spectra 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 Consultant merges with or is acquired by another firm, the successor entity shall submit the following documents to Spectra: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; and (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to Spectra 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 CRDA policy. The Consultant shall set forth any and all exceptions to the terms and conditions hereof during the Question and Answer period allowed for by the RFP, which exceptions if accepted, in writing, by Spectra, 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.

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:

SPECTRA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[Consultant: Complete and sign below]

Witness:

(Name of Consultant)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit "A"
(Spectra's RFP)

SCOPE OF SERVICES

Provide as needed MEP services to ensure successful design, construction, and operation of all Spectra's Atlantic City Conventions Center and Boardwalk Hall's related building equipment and systems: Mechanical, Electric, Plumber and Fire.

- A. Provide independent commissioning services.
- B. Review design intent and basis of design documentation (prepared by others).
- C. Assist with incorporation of commissioning requirements into construction documents.
- D. Develop commissioning plans and assist with its utilization.
- E. Verify installation, functional performance, training and operation and maintenance documentation.
- F. Prepare commissioning report and related systems documentation.
- G. Provide follow-up to ensure that the systems continue to operate as intended.
- H. Perform all services with emphasis on energy efficiency.
- I. Produce signed, sealed, stamped document plans for all applicable governmental agencies for plan and review process.

Exhibit "B"
(Consultant's Response)

Attachment 3

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.

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

Litigation/Administrative Complaints

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

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

**Attachment 4
SPECTRA**

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 RESPONDENTS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR PROPOSAL.

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

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

Authorized Signatory for Respondent

Title

Date

**Attachment 5
SPECTRA
SUBCONTRACTOR UTILIZATION FORM**

INSTRUCTIONS

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

Respondents are instructed to list **all** proposed subcontractors on the Plan. Any respondent 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 RESPONDENT INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

RFP TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT NAME & ADDRESS:

RESPONDENT CONTACT PERSON & PHONE:

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

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

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

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

Authorized signatory for Respondent

Title

Date

Attachment 6
N.J.S.A. 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____ Contract: _____

I hereby certify and say:

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

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the Spectra, L.P., in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

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

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

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

Spectra 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 Spectra that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to Spectra/CRDA, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

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

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

Contractor: _____

[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

Attachment 7
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

PLEASE CHECK THE APPROPRIATE BOX:

_____ **I HAVE A CURRENT NJ AFFIRMATIVE ACTION
CERTIFICATE (PLEASE ATTACH A COPY TO YOUR PROPOSAL)**

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

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

Attachment 8

PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117 (2008)

Chapter 51 Instr. - Rev. 4/17/15

Page 1 of 4

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

Background Information

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 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, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”). On September 24, 2008, then-Governor Jon S. Corzine issued 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 Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. 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/Executive Order 117 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.**

State Agency Instructions: Prior to the awarding of a contract, the State Agency should first send an e-mail to CD134@treas.nj.gov 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 Form

NOTE: Please refer to pages 3 and 4 “USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117” for guidance when completing the form.

Part 1: BUSINESS ENTITY INFORMATION

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

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.

Business Type - Check the appropriate box that represents the vendor's type of business formation.

Listing of officers, shareholders, partners or members - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

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

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

Name of Recipient – Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution - Indicate the date the contribution was given.

Amount of Contribution - Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name - Enter the full name of the contributor.

Relationship of the Contributor to the Vendor - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, 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. Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding the interpretation or application of Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at:

<https://www.state.nj.us/treas/purchase/eo134questions.shtml>

Reference materials and forms are posted on the Political Contributions Compliance website at:

<http://www.state.nj.us/treasury/purchase/execorder134.shtml>

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Business Entity/Vendor”** 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 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.

1Contributions 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.

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

USEFUL DEFINITIONS for the purposes of Chapter 51 and Executive Order 117

- **“Contribution”** is a contribution, including an in-kind contribution, 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 or a currency contribution in any amount.
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).
- **“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



State of New Jersey
 Department of the Treasury
Division of Purchase and Property
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and
 Disclosure of Political Contributions

Chapter 51 - Rev. 4/17/15

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FOR STATE AGENCY USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

Check if the Contract / Agreement is Being Funded Using FHWA Funds

**Please check if requesting
recertification**

Part I: Business Entity Information

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

Address _____

City _____ State _____ Zip _____ Phone _____

Vendor Email _____ Vendor FEIN (SS# if sole proprietor/natural person) _____

**Check off the business type and list below the required information for the type of business selected.
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means 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.

All Officers of a Corporation or PC

**10% and greater shareholders of a corporation
or all shareholder of a PC**

| | |
|--|--|
| | |
| | |
| | |
| | |

All Equity partners of a Partnership

All Equity members of a LLC

| | |
|--|--|
| | |
| | |
| | |
| | |

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

IMPORTANT NOTE: You must review the definition of “contribution” and “business entity” on the Information and Instructions form prior to completing Part 2 and Part 3. The Information and Instructions form is available at: <http://www.state.nj.us/treasury/purchase/forms.shtml#eo134>

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Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. (See **Information and Instructions form.**)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate
State Political Party Committee
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee
Legislative Leadership Committee

| | | | |
|---|-------|------------------------|-------|
| Full Legal Name of Recipient | _____ | | |
| Address of Recipient | _____ | | |
| Date of Contribution | _____ | Amount of Contribution | _____ |
| Type of Contribution (i.e. currency, check, loan, in-kind) | _____ | | |
| Contributor Name | _____ | | |
| Relationship of Contributor to the Vendor | _____ | | |
| If this form is not being completed electronically, please attach additional contributions on separate page. Click the “Add a Contribution” tab to enter additional contributions. | | | |

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

Part 3: Certification

- i. I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- ii. I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.

2. All reportable contributions made by or attributable to the business entity have been listed above.
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1. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
 - (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; **OR**
 - (ii) Any State, County or Municipal political party committee; **OR**
 - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
 - (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; **OR**
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
 - (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; **OR**
 - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; **OR**
- (b) Any State, County or Municipal political party committee; **OR**
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name _____ Print Name _____

Title/Position _____ Date _____

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The business entity should return this form to the contracting State Agency. The business entity can submit this form directly to the Chapter 51 Review Unit only when it –

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; **OR**

- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at:
Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**

Additional terms and conditions of compensation:

1. All fees proposed shall be inclusive of all supervision, overhead and other administrative expenses.
2. For each assignment, the Consultant may be asked to submit a "not-to-exceed" total price proposal (excluding the cost of copies of drawings and other documents as requested by Spectra, which items will be reimbursed at cost without markup). Each such proposal shall also identify any subcontractors and/or sub-consultants anticipated to be used, and shall specify the rates at which their services are proposed to be reimbursed. Each such proposal shall also identify and specify a time-and-material price for any other cost or service which is not otherwise addressed in this RFP. Billing will be based on hours actually expended.
3. Spectra will not accept invoices for mileage, travel time and expenses, meals, lodging, accommodations, postage or other expenses or overhead unless agreed to in writing prior to the firm incurring such expenses.
4. To the extent that sub-consultants and/or sub-contractors are engaged by the Consultant, Spectra shall not pay for any markup in the price for such services provided to the Consultant under its agreement with Spectra.

NAME OF RESPONDENT

Dated: _____ BY: _____
TITLE: _____

Attachment 11

SPECTRA 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 the CRDA finds a person or entity to be in violation of law, CRDA 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.

| | |
|---|-----------------------------------|
| Name: _____ | Relationship to bidder: _____ |
| Description of Activities: _____ _____ | |
| Duration of Engagement: _____ | Anticipated Cessation Date: _____ |
| Bidder Contact Name: _____ | Contact Phone Number: _____ |

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 the Casino Reinvestment Development Authority (CRDA) 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 CRDA to notify the CRDA 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 the CRDA and that the CRDA at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

Signature:

Title:

Date: