

# CASINO REINVESTMENT DEVELOPMENT AUTHORITY



## REQUEST FOR PROPOSALS

<b>For:</b>	<b>Property Management Services</b> <b>ON AN AS-NEEDED BASIS</b>

Event	Date	Time
Respondent's Questions Due Date	Oct. 15, 2009	2:00 p.m.
Proposal Submission Due Date	Oct. 29, 2009	2:00 p.m.

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

RFP Issued By

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

Date Issued: October 2009

## **1.0 INFORMATION FOR RESPONDENTS**

### **1.1 Background**

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

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

### **1.2 Purpose and Intent**

From time to time, the CRDA acquires residential and commercial properties that require management until such properties can be transferred to others or occupying persons or businesses can be relocated. As a result, the CRDA is releasing this Request for Proposals ("RFP") to solicit proposals to engage one or more managers to provide property management services on an as-needed basis for property owned or acquired by the CRDA in Atlantic City, New Jersey and other locations throughout the State, as more fully set forth in Section 2, Scope of Services, of this RFP.

The successful respondent(s) will be required to manage various properties as directed by the CRDA once title is acquired by the CRDA. The CRDA makes no representation as to the number or identity of actual properties which will require management during the term of the contract. The CRDA makes no representation or warranty, express or implied, as to the character or condition of the properties. Successful respondents are advised to take this into account when preparing their Fee Schedule.

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

### **1.3 Proposal Submission**

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

BUNNY RIXEY  
ASSISTANT DIRECTOR OF REAL ESTATE  
CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
1014 ATLANTIC AVENUE

P.O. BOX 749  
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. Respondents are cautioned to allow adequate delivery time to ensure timely receipt of proposals. The CRDA shall not be held responsible for the respondent's or any delivery services' failure to deliver in a timely fashion. **THE EXTERIOR OF ALL PROPOSALS ARE TO BE LABELED "CRDA- PROPOSAL FOR PROPERTY MANAGEMENT SERVICES", AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT'S NAME AND ADDRESS.**

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

#### **1.4 Number of Proposal Copies**

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

A respondent failing to provide the requested number of copies will be charged the cost incurred by the CRDA in producing the requested number of copies.

#### **1.5 Questions and Answers**

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

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

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

The subject line of all emailed questions should say "Property Management - Proposal Inquiry".

**Any requested exceptions to the Property Management 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 Property Management Agreement shall be determined by the CRDA, in its sole and absolute discretion, with such determination to be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The CRDA reserves the right to reject any and all proposed amendments to the Property Management Agreement. There will be no other amendments to the Property Management Agreement other than those agreed to by the CRDA through issuance of any Question and Answer addendum.**

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

### **1.6 Addenda: Revisions to this Request for Proposals**

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

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

### **1.7 Respondent Responsibility**

The respondent assumes the sole responsibility for the complete effort required in submitting a proposal in response to this RFP. No special consideration will be given after proposals are opened because of a respondent's failure to be knowledgeable as to all of the requirements of this RFP. The CRDA assumes no responsibility and bears no liability for cost incurred by a respondent in the preparation and submittal of a proposal in response to this RFP.

### **1.8 Proposal Opening**

On the date and time proposals are due under the RFP all proposals received will be opened publicly. The content of the proposals shall remain confidential during the evaluation process. All proposals submitted will be made available for public inspection in accordance with the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA") after award of contract by the CRDA. The CRDA reserves the right to reject any and all proposals, not award a contract or re-solicit this contract if deemed necessary by the CRDA.

### **1.9 Price Alterations**

Proposal 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 date of proposal opening, by a request in writing to the CRDA staff member identified in Section 1.3 above.

A respondent may submit a revised proposal as long as the revised proposal, clearly marked as such, is received as specified in Section 1.3 of this RFP.

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

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

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

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

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

### **1.11 Joint Ventures**

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

### **1.12 Contents of Proposal - Open Public Records Act**

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

A respondent may designate specific information as not subject to disclosure when the respondent has a good faith legal or factual basis for such assertion. The CRDA reserves the

right to make the determination and will advise the respondent accordingly. The location in the proposal of any such designation should be clearly stated in a cover letter. THE CRDA WILL NOT HONOR ANY ATTEMPT BY A RESPONDENT EITHER TO DESIGNATE ITS ENTIRE PROPOSAL AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE PROPOSAL.

### **1.13 Minimum Requirements**

All respondents must meet the following minimum requirements:

1. Over the last three years, demonstrated experience managing commercial office buildings and/or multi-unit residential dwellings in an urban or suburban setting.
2. Experience managing commercial or multi-unit properties in Southern New Jersey, preferably Atlantic City.
3. The ability and resources to effectively and timely respond to inquiries, including maintenance services, and the needs of tenants at properties in Atlantic City.
4. Provide a comprehensive financial system that provides turnkey services, including collection of rents, payment of operating expenses, accounting and reporting to the CRDA.

## **2.0 SCOPE OF SERVICES**

The property manager will be required to provide full service, professional building management services and shall provide those services in accordance with the highest of professionalism, skill, workmanship and applicable trade practices and shall conform to all applicable code and regulations, including landlord tenant laws and regulations. Responsibilities shall include:

### **A. Tenant Management**

1. Becoming familiar with and maintain existing tenant lease agreements.
2. Managing and enforcing lease terms and conditions with tenants.
3. Maintaining continuous communication with the CRDA and assisting the CRDA, when requested, with the relocation of tenants.
4. Responding to tenant related questions and trouble calls.
5. Initiate legal proceedings for eviction for non-payment of rents.
6. Provide periodic inspections of rental units or space; Report monthly to CRDA on the inspections findings.

**B. Property Leasing**

1. Lease all commercial and residential vacant space
2. Preparation of rental listing and advertisements of available space
3. Review of rental applications, including screening of applicants for credit history and rental history.

**C. Financial Management**

1. Collecting and accounting for rents, deposits and all other related financial agreements.
2. Provide complete financial accounting for the property, including a monthly profit and loss statement and an annual budget, in coordination with CRDA staff.
3. Establishing, subject to CRDA's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a New Jersey State bank, for the purposes of maintaining funds available from the receipt of rents and for the payment of routine and customary supplies, equipment, and services associated with managing, maintaining and repairing the property.
4. Maintaining a log of all hours of work completed by all employees and subcontractors. Reviewing all bills received for services, work and supplies ordered in connection with maintaining the property and cause such bills to be paid from funds deposited in an Operating Expense Account.
5. Providing written monthly reports to CRDA within twenty (20) working days of the end of each month with the status of monthly rents and a description of services provided to the property, including management fee, systems and equipment, number of employees/subcontractors involved and the costs incurred.
6. Set up separate escrow accounts for deposit of each tenant's security deposit.

**D. Building Management**

1. Maintaining security and locking systems. Issuing keys to tenants.
2. Provide a 24 hour contact for trouble or security calls.
3. Assessing the conditions of the property and its systems.
4. Maintaining the property including preventative maintenance on any building and equipment, causing routine repairs and incidental alterations of the

5. Employing or engaging all persons necessary to properly maintain and operate the building.
6. Ensuring that maintenance and repairs are performed by trained and licensed technicians as applicable.
7. Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis.
8. Maintain the property in compliance with local code and meets the condition of providing decent, safe and sanitary housing.

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

### **3.0 PROPOSAL PREPARATION AND SUBMISSION**

#### **3.1 General**

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

#### **3.2 Proposal Content**

The proposal should be submitted in one volume and that volume divided into five (5) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 – Cover Letter (Summarize the key points of the proposal)
- Section 2 - Technical Proposal
- Section 3 - Organizational Support and Experience
- Section 4 - Fee Schedule
- Section 5 – Forms

##### **A. Cover Letter**

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

##### **B. 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. Provide sample of all financial reports that are required to be submitted in a property management operation.

### C. Organizational Support and Experience

#### 1. Respondent Profile and Experience

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

(B) Identify the number of employees of the respondent, including an organizational chart.

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

(D) Identify any state agencies, departments or authorities serviced by the respondent during the last five (5) 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 at least three (3) references from public or private organizations for which you have provided survey and civil engineering services with the name, address, telephone number and email address of the reference.

(G) Provide the firm's most recent audited financial statements or annual report.

#### 2. Other Qualification Information

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

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

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

D. Fee Schedule

Refer to Section 5.11 of this RFP.

E. Forms

Refer to Section 5.0 of this RFP.

**4.0 PROPOSAL EVALUATION**

**4.1 Proposal Evaluation Committee**

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

**4.2 Oral Presentation and/or Clarification of Proposal**

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

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

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

**4.3 Evaluation Criteria**

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

- Knowledge and experience of the employees dedicated to the CRDA contract;

- Experience of the firm in providing the services described in Section 2 hereof;
- Resources of the firm and financial stability, as demonstrated by the audited financial statements or annual report
- Disposition of any matters disclosed concerning investigations or actions.
- Competitiveness of Fee Schedule.

#### **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.

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

#### **4.5 Negotiation and Best and Final Offer (BAFO)**

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

#### **5.0 FORMS THAT MUST BE SUBMITTED WITH PROPOSAL**

A. The forms listed below must be completed and submitted with the proposal, unless specifically exempted under this RFP.

- (1) Signatory Page, Attachment 1
- (2) Executed Property Management Agreement, Attachment 2
- (3) Ownership Disclosure, Attachment 3
- (4) Disclosure of Investigations/Actions against Respondent, Attachment 4

- (5) Notice of Intent to Subcontract, Attachment 5
- (6) Subcontractor Utilization Form, Attachment 6
- (7) Services Source Disclosure Form, Attachment 7
- (8) Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Attachment 8
- (9) Political Contributions Disclosure Form & Instructions, Attachment 9
- (10) Non-Collusion Affidavit, Attachment 10
- (11) Fee Schedule, Attachment 11

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

### **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 Property Management Agreement**

Respondents must execute **Attachment 2**. The CRDA reserves all rights to reject any and all proposals based upon exceptions taken to the proposed form of contract. Execution of **Attachment 2** is not to be construed as entering into a contract with the CRDA but rather as a submission of an offer to contract with the CRDA. **Any requested exceptions to the Property Management 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.**

### **5.3 Ownership Disclosure Form**

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

#### **5.4 Disclosure of Investigations/Actions Involving Respondent**

The respondent shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The respondent shall use the Disclosure of Investigations and Actions Involving Respondent form appended hereto as **Attachment 4**.

#### **5.5 Notice of Intent to Subcontract**

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

#### **5.6 Subcontractor Utilization Form**

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

#### **5.7 Services Source Disclosure Form**

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

#### **5.8 Affirmative Action**

Each successful respondent shall submit to the CRDA, upon award of contract, one of the following:

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

## **5.9 Political Contributions Disclosure**

The respondent is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the CRDA. The Political Contributions Disclosure form is appended hereto as **Attachment 9**.

Furthermore, the successful respondent is required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the successful respondent receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the successful respondent's responsibility to determine if filing is necessary. Failure to so file can result in imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

## **5.10 Non-collusion Affidavit**

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

## **5.11 Fee Schedule**

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

## **6.0 CONTRACT AWARD**

The CRDA, at its discretion, will determine the length of the contract, one (1) year or two (2) years, based on, among other things, the competitiveness of the respondent's fee proposal submitted for a one year contract or two year contract on Attachment 11.

**Attachment 1**

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
SIGNATORY PAGE**

**REQUEST FOR PROPOSAL:** Property Management Services, on as-needed basis

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

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

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**Signature of the respondent's authorized representative attests that the respondent has read, understands and agrees to all of the terms and conditions set forth in the RFP, including addenda. BY SIGNING BELOW, BIDDER AGREES TO HOLD ITS PROPOSAL FIRM FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF PROPOSAL OPENING OR TO CONTRACT AWARD, WHICHEVER COMES FIRST. Failure of the respondent to hold prices firm or to meet other terms and conditions as defined in the RFP may result in the respondent being suspended or debarred from contracting with the CRDA.**

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

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**Signature**

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**Date**

**Attachment 2**  
**PROPERTY MANAGEMENT AGREEMENT**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the “Manager”)

This Property Management Agreement (the “Agreement”) is made as of the \_\_ day of \_\_\_\_\_, 2009 (the “Effective Date”), by and between the **CASINO REINVESTMENT DEVELOPMENT AUTHORITY** a public body established in, but not of, the Department of Treasury of the State of New Jersey, and existing under the laws of the State of New Jersey, including P.L. 1984, c. 218, as amended and supplemented from time to time, whose mailing address is 1014 Atlantic Avenue, Atlantic City, NJ 08401 (referred to hereinafter as the “CRDA”) and the Manager identified above. The CRDA and Manager may be referred to hereinafter singly as, “Party” and collectively as the “Parties”.

**Recitals**

- A. The CRDA owns or will own in the future certain real properties described in Schedule A, as amended by the CRDA, attached hereto and made a part hereof.
- B. Pursuant to a request for proposals attached hereto and made a part hereof as Schedule B (the “RFP”) and the Manager’s response thereto dated \_\_\_\_\_, 2009 attached hereto and made a part hereof as Schedule C (the “Response”), the CRDA has selected the Manager to act for the CRDA in the management of the real properties described in Schedule A as outlined in the RFP, as and when determined by the CRDA, in its sole discretion
- C. Pursuant to Resolution \_\_\_\_\_ adopted \_\_\_\_\_, the CRDA desires to engage and the Manager desires to accept the engagement to provide property management services, all as more particularly set forth in this Agreement.

**NOW THEREFORE**, for and in consideration of the above-recitals and the mutual promises, covenants and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Manager and CRDA, it is understood and agreed by the Parties as follows:

**1. RFP and Response**

Copies of the RFP and the Response are annexed hereto as Schedules B and C 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. Property to be managed**

The properties referred to in Schedule A shall clearly and definitely locate and identify the real properties to come under the terms of this Agreement and shall describe the type of building on each property. The Parties understand and agree that no parcel of real property shall be subject to the terms of this Agreement unless listed in Schedule A.

### **3. Rights and Compensation**

Schedule A shall indicate the CRDA's status with respect to each property, whether as owner or otherwise. It is understood and agreed that the Manager shall be entitled to the compensation provided for in this Agreement.

### **4. Amendment of Schedule**

It is agreed that Schedule A may be amended at any time during the term of this Agreement by the CRDA's authorized representative in furnishing the Manager with a list of the property or properties to be added, which list shall contain the same information as to each property as in the case of other properties previously listed under Schedule A.

### **5. Appointment of Manager**

The CRDA by its Executive Director hereby appoints and employs Manager as the exclusive managing agent for the CRDA of the property described in Schedule A, and the Manager hereby accepts such appointment and agrees to render its services to the CRDA in the management of such property, in the manner, to the extent, and subject to the conditions hereinafter set forth in this Agreement.

### **6. Commencement of Employment**

The employment of the Manager by the CRDA pursuant to this Agreement shall commence on \_\_\_\_\_, 2009, and shall be subject to termination as provided for in this Agreement.

### **7. Compensation of Manager**

The compensation to be paid by the CRDA to the Manager for the services in connection with the management of each particular property and/or in the effecting of leases or rentals for each particular property shall be computed as set forth in the Response.

### **8. Control by CRDA**

Services that are to be rendered pursuant to this Agreement by the Manager shall, in all respects and at all times, be subject to the control of the CRDA, but the Manager shall be entitled to rely upon written instructions received from any authorized representative of the CRDA as to any and all acts to be performed pursuant to this Agreement by the Manager; except that in matters as to which the provisions of this Agreement shall provide for approval by the Executive Director of the CRDA, the Manager shall be entitled to rely only upon instructions or authorizations received from the Executive Director.

Notwithstanding anything to the contrary in this Agreement, while engaged in performance of this Agreement, the Manager is an independent contractor and is not an officer, agent, or employee of the CRDA. The Manager is not entitled to benefits of any kind to which CRDA employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Manager assumes full responsibility for the acts and/or omissions of the Manager's employees or agents as they relate to performance of this Agreement. The Manager 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 Manager and the Manager's employees.

## **9. Quality of Management**

The Manager shall maintain, manage and operate the properties subject to this Agreement in a professional and efficient manner.

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

(a) the Services shall be performed in a good, professional and workmanlike manner in accordance with the standards of care and diligence normally practiced in the industry.

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

## **10. Maintenance and Repair**

The Manager, in the repair, maintenance and management of the properties, shall employ such employees as shall be necessary for the efficient, safe and economical operation of each property. The Manager agrees that such employees shall be the employees of the Manager, and the CRDA agrees that the Manager shall have the exclusive right to hire and discharge such employees and to supervise and pay them.

## **11. Repairs**

The Manager shall, for the account of the CRDA, unless otherwise directed in writing, attend to the making of ordinary and extraordinary repairs, declarations and alterations in connection with the properties and covered by the terms of this Agreement and shall purchase in reasonable quantities and at reasonable prices, all materials and/or supplies necessary or proper for the maintenance and operation of such properties, subject to the limitations hereinafter provided.

## **12. Maximum Expense for Repairs**

It is understood and agreed that the Manager will in no event incur any such expense in connection with the properties exceeding in any instance the sum of \$2,500, unless such expense has been specifically approved in writing by an authorized representative of the CRDA.

## **13. Installation of Major Items**

It is agreed that with respect to the installation of major items of new equipment or replacement of old equipment, such as incinerators, elevators, stoves, refrigerators, heating plants, rugs and carpets, furniture and furnishings or other equipment of a similar nature, the Manager will not in any event effect such purchases without the prior written consent of an authorized representative of the CRDA. It shall be the duty of the Manager in such cases to recommend the purchase of such items to the CRDA when advisable or necessary, but a duly authorized representative of the CRDA may request the Manager to arrange for the purchase and installation of such items, or to effect such purchases and installation itself, or otherwise.

#### **14. Written Specifications**

It is understood and agreed that the Manager in the performance of duties imposed by Sections 11, 12, and 13 of this Agreement may proceed through employees fully familiar with such duties, and it shall be the duty of the Manager to prepare written specifications covering all such matters, and to submit such specifications to reliable local contractors for the purpose of securing at least three competitive bids for submission to the CRDA, with recommendations; provided, however, that matters which do not economically lend themselves to competitive bidding may be exempted from such requirement, with the written consent of an authorized representative of the CRDA.

#### **15. Supervision of Repairs**

It shall be the duty of the Manager to supervise all matters coming within the terms of Sections 10 through 13 of this Agreement, including the actual supervision of all repairs, decorations, and/or alterations during the progress of such work, and to make final inspection of the completed work, and approve bills for payment.

#### **16. Compensation for Repairs**

The Manager shall not be entitled to any compensation with respect to the carrying out of the duties imposed by Sections 10 through 15 of this Agreement, except as otherwise provided for by this Agreement.

#### **17. Compliance with Statutes or Ordinances**

Inasmuch as any or all of the properties described in Schedule A may be subject to statutes or ordinances affecting the properties, imposed by federal, state, county or municipal authority, and any or all the properties may also be subject to rules, regulations and orders of the local county board of Fire Underwriters or other similar body, Manager shall use its best efforts to remedy promptly any violation of any such statute, ordinance, rule, regulation or order as may come to its attention. The authority of the Manager to expend money in paying fines in connection with any such violation shall be subject to the limitation of \$100, in any one instance.

The Manager shall be responsible to comply with and abide by all applicable laws, statutes, including but not limited to the Contract Work Hours and Safety Standards Act, N.J.S.A. 34:5-166 et seq., regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Manager shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A.

10:5-31 through 10:5-38, and all rules and regulations issued thereunder as more fully set forth in Attachment 8 of the RFP.

## **18. Verification of Taxes and Assessments**

The Manager, unless otherwise requested in writing by an authorized representative of the CRDA, shall obtain and verify for the CRDA bills for real estate, personal property taxes and improvement assessments, if any, against the properties listed in Schedule A. The Manager will also recommend payment of such bills or recommend appeal from the assessments thereby imposed, as the case may be. The Manager shall be entitled to no compensation with respect to the carrying out of the duties imposed by this Section, except as otherwise provided in this Agreement.

## **19. Insurance and Indemnity**

The CRDA may, at its option, arrange for and obtain insurance with respect to the properties now and hereafter described in Schedule A of such kinds, and in such amounts, and in such forms and companies as the CRDA, in its discretion, shall deem desirable. The CRDA agrees to cause the Manager to be added as an additional insured by endorsement to such policies of insurance, and further agrees to defend Manager from and against any such suit or claim, provided the Manager notifies an authorized representative of the CRDA or its insurer in writing as may be directed, as soon as possible after notice of any injury or claim as received by the Manager; and provided the Manager takes no step (such as admission of liability) which will operate to bar the CRDA from obtaining any protection afforded by any policies of insurance it may hold, or which will operate to prejudice the defense in such an action, or to bar the CRDA from protecting itself in any manner against such claim, suit or demand, and further provided that the CRDA shall have the sole and exclusive right, at its option, to conduct the defense of any such suit, claim, or demand.

Notwithstanding the foregoing, the Manager will indemnify, defend and hold the CRDA, and its officers, employees and members (collectively, the "Indemnitee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") arising out of or relating to the Manager's act, failure to act, or omission in its performance of the services hereunder.

## **20. Cooperation Concerning Insurance**

It is understood and agreed, however, that nothing contained in Section 19 of this Agreement shall release or relieve the Manager, as between the Manager and the CRDA, from responsibility to manage and operate the property in a careful and proper manner and in accordance with the terms of this Agreement. The Manager agrees to furnish whatever information the CRDA may desire to assist it with respect to the placing and carrying of insurance covering the security for its or the owner's protection, and the Manager will assist and cooperate in every reasonable way with respect to such insurance or any loss thereunder.

## **21. Advertising**

The Manager agrees to arrange and suggest advertising plans and rental promotional material to the CRDA, such plans and materials, however, are not to be used until approved in writing by the CRDA's authorized representative. The Manager further agrees to discontinue any advertising

campaign or the use of any rental promotional plan or material promptly upon written request of an authorized representative of the CRDA. In no event shall the CRDA be liable for, or obligated to pay, any advertising or promotional cost or share thereof, unless such cost or share is agreed upon in writing by an authorized representative of the CRDA. The Manager further agrees not to use the name of the CRDA or permit such name to be used in any respect in connection with advertising or rental promotion unless the Manager receives specific permission or instruction in writing to that effect in any particular case.

## **22. Securing Tenants**

The Manager shall use his best efforts to secure tenants for the properties listed in Schedule A, through his own organization. The Manager further agrees that immediately following any vacancy in any property (or immediately following the addition to Schedule A of a property containing vacancies) the Manager will, at his own expense, prepare rental listings and will promptly distribute such forms of listing to reputable and active real estate brokers within a reasonable effective area of the property. Thereafter, the Manager will supply such cooperating brokers with information sufficient to enable them at all times to work on the rental of the property, and the Manager will cooperate with them on any matter which will aid in the successful renting of any property. The Manager further agrees to maintain an organization at all times sufficient to enable it to carry out the provisions of this Section. The Manager shall have the right to rent the properties or any part thereof, if vacant or about to become vacant, in such manner and on such terms and conditions as shall previously have been approved by an officer or authorized representative of the CRDA; provided, however, that every lease or rental for more than one year must be approved by the Executive Director of the CRDA before it shall become binding on the CRDA. In effecting tenancies, the Manager will use his best endeavors to procure and investigate references from all prospective tenants and will be guided by such information in the selection of tenants. The Manager will also render all services of other than a purely legal nature which an authorized representative of the CRDA shall reasonably require in connection with the preparation and execution of leases or rental agreements covering space in the properties coming under the terms of this Agreement.

## **23. Collection of Rents and Charges**

The Manager shall make diligent efforts to collect all rents and other charges that may at any time be due or become due to the CRDA from any tenant occupying space in properties coming under the terms of this Agreement. When so requested in writing by an authorized representative of the CRDA, the Manager will institute any necessary suit for the recovery of rent or for the recovery of the possession of any part of rented properties; provided, however, that the Manager shall institute no suit or legal proceeding of any nature whatsoever unless such suit or legal proceeding has been approved in writing by an authorized representative of the CRDA. The Manager shall keep the CRDA informed at regular and reasonable intervals with reference to the progress of suits or legal proceedings that may have been instituted, as hereinabove provided. The Manager shall not be responsible for any expenses in connection with any properly authorized suit.

## **24. Adjustment of Complaints**

The Manager shall receive complaints of tenants in any of the properties now and hereafter listed in Schedule A, and will address such complaints in its discretion, subject to the limitations imposed by this Agreement.

## **25. Bank Deposits**

The Manager agrees to deposit all funds collected for the account of the CRDA in a reputable, federally insured bank in an account open for that specific purpose and designated the "CRDA Rental Property Management Account," it being understood that all funds so deposited in that account shall be held in trust for the CRDA and such funds shall be disbursed in accordance with the terms of this Agreement. It is further understood that no funds other than those collected under the terms of this Agreement shall be deposited in the above-named account unless otherwise agreed upon in writing. In the event the CRDA so elects, it may designate the bank which shall act as depository for such funds. The CRDA further reserves the right to direct a change in the depository arrangements or in the bank selected as depository, at any time. Notice of an election to designate a depository bank or of an exercise of the right to direct a change in depository arrangements or the depository bank shall be given in writing by an authorized representative of the CRDA.

## **26. Accounting by Manager**

The Manager shall render to the CRDA on or about the fifteenth (15<sup>th</sup>) day of each month detailed statements on forms approved by the CRDA covering collections, disbursements, delinquencies, uncollectible accounts, vacancies and other matters pertaining to the properties now or hereafter listed in Schedule A . The Manager will also, at the written request of an authorized representative of the CRDA, furnish such further information concerning the management of the properties herein mentioned in such manner and on such forms as an authorized representative of the CRDA may specify from time to time. The Manager shall send with such statements, a remittance of the unexpended funds, if any, in respect of the properties, held by the Manager and belonging to the CRDA as shown by such statements, and shall support all disbursements by receipted vouchers.

## **27. Requests for Advancements**

If at any time the gross income from all properties owned by the CRDA and managed by the Manager under the terms of this Agreement shall not be sufficient to pay the bills and charges that may have been incurred by the Manager as authorized by the terms of this Agreement, the Manager shall submit to the CRDA a statement of such unpaid bills for which moneys shall be required, and the CRDA shall disburse sufficient moneys to pay such unpaid bills. Any requests for money to be advanced by the CRDA are to be made on a form or forms approved by the CRDA. It is distinctly understood and agreed, however, with respect to the properties covered by this Agreement which are not owned by the CRDA, and in connection with which the CRDA has managing rights only, that the Manager will incur no bills or charges in connection with any such property which cannot be paid out of current income from that property; and the Manager will immediately communicate with an authorized representative of the CRDA before incurring any expense that cannot be paid out of current income from any such particular property, so that the CRDA will be in a position to determine whether or not it can or will advance such items.

## **28. Commissions and Discounts**

The Manager shall allow and account to the CRDA for all commissions and discounts that may accrue or be allowed to the Manager in respect of all contracts and expenditures made by the Manager for the account of the CRDA in connection with the properties now or hereafter listed in Schedule A, except compensation payable to the Manager under the terms of this Agreement.

## **29. Security Bond**

As security for the performance of this Agreement or of any particular duty or duties thereunder by the Manager, the CRDA may, at its discretion, procure surety company bond or bonds in such amount or amounts as the CRDA shall from time to time deem necessary. The CRDA shall bear the cost of such bond or bonds. The Manager shall execute applications for such bonds and furnish any and all information that may be required by the surety company or companies to enable it or them to issue the bond or bonds. The Manager agrees to assist the CRDA in every reasonable and proper way to procure such bonds.

## **30. Legal Proceedings Against CRDA**

Should any claims, demands, suits or legal proceedings be made or instituted against the CRDA by other party or parties arising out of any of the matters set forth in this Agreement, Manager agrees to give the CRDA all reasonable information and assistance in the defense thereof.

## **31. Books and Records**

Manager agrees to keep adequate books and records in connection with all matters arising under the terms of this Agreement. Manager further agrees to allow access by an authorized representative of the CRDA to the records and correspondence in the Manager's office pertaining to any transaction arising out of this Agreement, at any time during regular business hours. In the event of the termination of this Agreement between the CRDA and the Manager or the withdrawal of any property from the terms of this Agreement as herein provided, the Manager specifically agrees to turn over to an authorized representative of the CRDA on or before the date of such termination or withdrawal, any such records or correspondence as may be reasonably necessary for the assistance of an authorized representative of the CRDA in carrying to completion any lease or other transaction that may have been negotiated under the terms of this Agreement.

## **32. Compliance with CRDA's Requirements**

The Manager agrees to observe and enforce reasonable written requirements made by an authorized representative of the CRDA from time to time to insure the proper and efficient handling by the Manager of all matters covered by this Agreement, and to better protect the interests of the CRDA.

Without limiting the foregoing, the Manager 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 Manager. The Manager will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the CRDA prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

The Manager further represents and warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the CRDA any cash or non-cash gratuity or payment with view toward securing any business from the CRDA or influencing such person with respect to the conditions, or performance of any

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

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

By signing this Agreement, the Manager certifies that the Manager 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.

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

### **33. Termination**

This Agreement shall terminate as to any specific property listed in Schedule A automatically and immediately on written notice to the Manager of the termination of the ownership by the CRDA.

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

### **34. Rights on Termination**

The termination of this Agreement shall in no way affect or impair any right that has accrued to either Party prior to the date when such termination shall become effective.

### **35. Option of CRDA to Terminate**

The dissolution, cessation of business for any cause whatsoever, the improper handling by the Manager of the accounts, or the reconstruction, reorganization, bankruptcy, insolvency or assignment for the benefit of creditors of the Manager, shall effect an immediate termination of this Agreement, at the option of the CRDA, unless prior to any reconstruction or reorganization of the Manager, the CRDA shall have been notified of the proposed change and shall have given its consent in writing, such consent to be signed by the Executive Director of the CRDA. The notice and consent required by the terms of this Section shall be sent by certified mail to the main office of the other Party, return receipt requested.

### **36. No Waiver**

The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

### **37. Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey.

### **38. Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the Parties. If the Parties cannot agree on an arbitrator, each Party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

### **39. Assignment of Rights**

The rights of the CRDA under this Agreement are personal to the CRDA and may not be assigned or transferred to any other person, firm, company, or other entity without the prior, express, and written consent of the CRDA. If any change occurs in the legal entity of the Manager's organization, the Manager shall immediately report such change to the CRDA.

### **40. Modification of Agreement**

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if placed in writing and signed by each Party or an authorized representative of each Party.

### **41. Entire Agreement**

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

**42. Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

***SIGNATURES APPEAR ON NEXT PAGE.***

**IN WITNESS WHEREOF**, the CRDA and Manager have executed this Property Management Agreement as of the day and year first above written.

**CASINO REINVESTMENT DEVELOPMENT  
AUTHORITY**

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: Thomas D. Carver, Esq.

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

Title: Executive Director

**Manager:** \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**ACKNOWLEDGEMENT AS TO MANAGER**

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

On this \_\_\_ day of \_\_\_\_\_, 2009, in the County and State aforesaid, before me, the subscriber, a Notary Public authorized to take acknowledgments and proofs in said County and State, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the \_\_\_\_\_, a \_\_\_\_\_, who I am satisfied, is the person who, as such officer of said organization, signed, sealed and delivered the within instrument made by said organization, and he did acknowledge that he, as such officer, signed and delivered the same on behalf of said organization for the uses and purposes therein set forth, and that said instrument is the voluntary act and deed of said organization duly authorized by a proper resolution of its board of directors and/or members.

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

Notary Public of \_\_\_\_\_  
(NOTARY SEAL)

My Commission Expires:



**Schedule "B"**

CRDA RFP

**Schedule "C"**

Manager's Response

**Attachment 3**  
OWNERSHIP DISCLOSURE FORM

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

Name: \_\_\_\_\_ Fed ID # \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

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

**III. OWNER ISSUES.** Complete all questions below.

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

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

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Title with Respondent

\_\_\_\_\_  
Date

**Attachment 4**

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT**

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

**Investigation(s)**

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

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

**Litigation/Administrative Complaints**

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

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

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

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

\_\_\_\_\_  
Authorized Signatory for Respondent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Attachment 6**  
**CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)**  
**SUBCONTRACTOR UTILIZATION FORM**

**INSTRUCTIONS**

Any respondent intending to subcontract any parts of a contract with the CRDA 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.**

<b>Subcontractor's Name, Address, Telephone and Vendor ID Number</b>	<b>Type(s) of Goods or Services to be Provided</b>	<b>Estimated Value of Subcontract(s)</b>	<b>Hourly rate for Subcontractor(s)</b>
--	--	--	---

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

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

\_\_\_\_\_  
Authorized signatory for Respondent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Contractor: \_\_\_\_\_ Contract: \_\_\_\_\_

I hereby certify and say:

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

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

Instructions:

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

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

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

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

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

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

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

Contractor: \_\_\_\_\_

[Name of Organization or Entity]

By: \_\_\_\_\_

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

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

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

**Attachment 8**  
**GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

**PLEASE CHECK THE APPROPRIATE BOX:**

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

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

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

## Attachment 9

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

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

##### Background Information

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

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

##### Two-Year Certification Process

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

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

##### Instructions for Completing the Forms

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

#### Part 1: VENDOR INFORMATION

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

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

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

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

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

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

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

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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

**Date of Contribution** – Indicate the date of the contribution.

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

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

**Contributor Name** – Enter the full name of the contributor.

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

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

Part 4: CERTIFICATION

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

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

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

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

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

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

- **“Vendor”** means the contracting entity.
  
- **“Business Entity”** means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition also includes (i) if a business entity is a for-profit corporation, any officer of the corporation and any other person or business entity that owns or controls 10% or more of the stock of the corporation; (ii) if a business entity is a professional corporation, any shareholder or officer; (iii) if a business entity is a general partnership, limited partnership or limited liability partnership, any partner; (iv) if a business entity is a sole proprietorship, the proprietor; (v) if the business entity is any other form of entity organized under the laws of New Jersey or any other state or foreign jurisdiction, any principal, officer or partner thereof; (vi) any subsidiaries directly or indirectly controlled by the business entity; (vii) any political organization organized under 26 U.S.C.A. § 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (viii) with respect to an individual who is included within the definition of “business entity,” that individual’s spouse or civil union partner and any child residing with that person.<sup>1</sup>
  
- **“Officer”** means a president, vice-president with senior management responsibility, secretary, treasurer, chief executive officer, or chief financial officer of a corporation or any person routinely performing such functions for a corporation. Please note that officers of non-profit entities are excluded from this definition.
  
- **“Partner”** means one of two or more natural persons or other entities, including a corporation, who or which are joint owners of and carry on a business for profit, and which business is organized under the laws of this State or any other state or foreign jurisdiction, as a general partnership, limited partnership, limited liability partnership, limited liability company, limited partnership association, or other such form of business organization.
  
- **“Reportable Contributions”** are those contributions, including in-kind contributions, in excess of \$300.00 in the aggregate per election made to or received by a candidate committee, joint candidates committee, or political committee; or per calendar year made to or received by a political party committee, legislative leadership committee, or continuing political committee.
  
- **“In-kind Contribution”** means a contribution of goods or services received by a candidate committee, joint candidates committee, political committee, continuing political committee, political party committee, or legislative leadership committee, which contribution is paid for by a person or entity other than the recipient committee, but does not include services provided without compensation by an individual volunteering a part of or all of his or her time on behalf of a candidate or committee.
  
- **“Continuing Political Committee”** includes any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$4,300 to aid or promote the candidacy of an individual, or the candidacies of individuals, for elective public office, or the passage or defeat of a public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined by the Commission to be a continuing political committee in accordance with N.J.S.A. 19:44A-8(b).

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

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

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

Agency Submission of Forms

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

Questions & Answers

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

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

**Part 1: Vendor Information**

Full Legal Business Name \_\_\_\_\_  
(including trade name if applicable)

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

Address 1 \_\_\_\_\_ Address 2 \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

Vendor Email \_\_\_\_\_ Vendor FEIN \_\_\_\_\_

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

I hereby certify as follows:

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

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

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

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

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

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

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

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

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

Part 3: Disclosure of Contributions Made

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

Name of Recipient \_\_\_\_\_ Address of Recipient \_\_\_\_\_

Date of Contribution \_\_\_\_\_ Amount of Contribution \_\_\_\_\_

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

Contributor Name \_\_\_\_\_

Relationship of Contributor to the Vendor \_\_\_\_\_

Contributor Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please attach pages for additional contributions as necessary.

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

**Part 4: Certification**

I have read the instructions accompanying this form prior to completing this certification on behalf of the above-named business entity. I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

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

(CHECK ONE A, B or C)

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

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

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

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT 11**

**FEE SCHEDULE**

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

1. Please indicate the fee schedule for all CRDA owned properties in which CRDA intends to maintain the existing tenant base and desires renting any vacant unit or commercial space until such time the property is sold or ownership is transferred:

**A. Tenant Management & Leasing.**

\_\_\_\_\_ % percent of all gross monthly rent collected.

**B. Building Management and Maintenance Fee.**

\_\_\_\_\_ % percent of all gross monthly rent collected.

**C. Financial Management and Reporting.**

\_\_\_\_\_ % percent of all gross monthly rent collected.

2. Please indicate the fee schedule for all CRDA owned properties acquired through condemnation in which CRDA intends to relocate all existing tenants. Property management services end once the property is completely vacated, all openings are boarded and property is ready for demolition.

**A. Building Management and Maintenance fee.**

A fixed monthly fee of \$\_\_\_\_\_ per unit per building or a fixed monthly fee of \$\_\_\_\_\_ per square feet per building.

**B. Financial Management and Reporting fee.**

A fixed monthly fee of \$\_\_\_\_\_ per unit per building or a fixed monthly fee of \$\_\_\_\_\_ per square feet per building.

3. Please indicate a flat fee of \$\_\_\_\_\_ per unit per building or a fixed fee of \$\_\_\_\_\_ per square feet per building for an initial assessment report of the building. The purpose of the report is to assure the building is in good repair and meets all applicable code requirements of the City of Atlantic City, to identify any safety concerns, anything broken or excessively worn and to estimate the costs for such repairs and/or replacement. *Report is to include an estimated 12 month budget for capital improvements for CRDA owned properties that fall under category number #1 only.*

Additional terms and conditions of compensation:

1. All fees proposed shall be inclusive of all supervision, overhead and other administrative expenses.
2. Goods purchased by or for the CRDA are not subject to New Jersey sales tax and invoices submitted to the CRDA for reimbursement should not include New Jersey sales tax, as that item will not be reimbursed. The CRDA can provide the Manager with documentation which may be used to satisfy the Contractor's vendor that sales tax does not apply.
3. CRDA will not accept billings for mileage, travel time and expenses, meals, lodging, accommodations, or equipment depreciation.

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NAME OF RESPONDENT

Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_