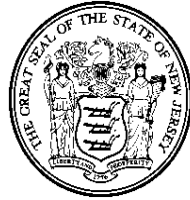


# CASINO REINVESTMENT DEVELOPMENT AUTHORITY



## REQUEST FOR PROPOSALS

<b>For:</b>	<b>Qualified Provider for the Atlantic County Integrated Homeless Assistance Model Atlantic City, New Jersey</b>

Event	Date	Time
Pre-Bid Conference	9/16/2013	2:00 p.m.
Respondent's Questions Due Date	9/27/2013	3:00 p.m.
Proposal Submission Due Date	10/23/2013	4:00 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  
15 S. Pennsylvania Avenue  
Atlantic City, New Jersey 08401

Date Issued: September, 2013

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 Background**

The Casino Reinvestment Development Authority ("CRDA") is an independent authority which was created in 1984 by Chapter 218 of the laws of the State of New Jersey (N.J.S.A. 5:12-153, et seq.). On February 1, 2011, Governor Chris Christie signed into law P.L. 2011, c.18, as amended (the "Act") establishing the Atlantic City Tourism District (the "District"), and in accordance with the Act, the CRDA is responsible for investing all of its available assets and revenues, which are principally derived from casino gaming revenues, into the District.

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. The CRDA seeks to encourage business development and permanent job creation, promote opportunities for business expansion, and is committed to facilitating a vibrant economic investment and employment environment in Atlantic City.

As enumerated in the Act and as part of its clean and safe initiatives, the CRDA is working in collaboration with the Atlantic County Department of Family and Community Development (the "County") and the New Jersey Department of Human Services ("DHS") to facilitate a more coordinated and integrated response by appropriate governmental units to the needs of Atlantic City's and County's homeless population.

### **1.2 Purpose and Intent**

The County is in receipt of funding from DHS for a two-year pilot program to implement an integrated homeless assistance model for Atlantic County residents that will be co-located at the site of the County Welfare Office in Atlantic City. The CRDA is releasing this Request for Proposal ("RFP") for the purpose of engaging a qualified social and healthcare services firm to provide centralized intake and coordinated assessment of client physical health, mental health and substance use, and referral of such clients so as to meet the following criteria:

- cover the geographic area of the Atlantic County Continuum of Care;
- easy accessibility to individuals or families seeking housing and services;
- well-advertised such that clients and service agencies are aware of the services to be provided by the successful respondent to this RFP; and
- utilize a comprehensive and standardized assessment model.

The intent of this RFP is to award a professional services agreement to the respondent whose proposal, conforming to the requirements of this RFP, are most advantageous to the CRDA, price and other factors considered. The CRDA, however, reserves the right to separately procure individual requirements that are the subject of the agreement during the term when deemed to be in the CRDA's best interest.

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.

**IN ADDITION TO ALL OTHER REQUIREMENTS OF THIS RFP, RESPONDENTS MUST COMPLY WITH THE MINIMUM REQUIREMENTS OF SECTION 1.14.**

**1.3 Background**

Atlantic City is the locus for most of the homeless within Atlantic County. The County's shelters are located within the city boundaries along with the county welfare office and other resources that people who are homeless need and utilize, including medical and substance abuse services. These resources and the resort destination not only attract individuals from within the county, but also those outside its borders who either arrive homeless or become homeless after their arrival.

In 2011, Atlantic City was the fourth poorest city in New Jersey with an estimated 5-year median annual household income (in 2011 dollars) of \$28,526, almost 60% below the State median of \$71,180. It had the lowest median household income within the county along with a 2012 unemployment rate of 17.8%, more than 8 points above the State average. Prior to Superstorm Sandy, the barrier island had limited housing stock and a multiyear waiting list for public housing.

Homelessness is a significant and complex problem for the city and county. The January 2012 point-in-time homeless count identified 488 homeless individuals, a homeless rate of 17.7 per 10,000 population that was exceeded in only two other counties. The county's homeless population has also risen 13.9% since 2009. This growing homeless population is characterized by multiple factors in addition to job loss or eviction that contribute to homelessness, including mental illness, medical problems and incarceration. Of particular note is the fact that the second most commonly reported cause of homelessness was alcohol or drug abuse problems, identified by almost 30% of the homeless in Atlantic County (compared to about 21% statewide). As a result of these diverse issues, coordinated, centralized intake, assessment and referral are critical to managing and implementing a program, whose objective is to achieve a single point of entry for homelessness assistance.

Superstorm Sandy exacerbated the challenges of housing the county's low income residents. Affordable housing stock was severely impacted, including many residences in Atlantic City that were utilized by individuals and families at risk of homelessness. Several motels where single adults were able to find lodging were rendered uninhabitable as a result of the storm. Low income and precariously housed individuals and families are now at a disadvantage because they must compete with a large population of displaced renters both within and outside their county. The convergence of factors summarized here points to the likelihood of increased homelessness in Atlantic City and Atlantic County, and an increased need for services.

This is a pilot program that is expected to become sustainable following the two-year term of the agreement resulting from this RFP and with the expectation that the chosen provider will secure other funding by securing this funding. Looking beyond the pilot period, the establishment of a single point of entry should position the Continuum of Care to secure HUD funding. According to HUD's interim final rule on Continuums of Care (CoC) each is required to create a centralized intake and coordinated assessment system.

Centralized or Coordinated Assessment System requires an organization that can deliver professional social and healthcare assessment services by establishing a centralized or coordinated process designed to coordinate program participant intake, assessment, and provision of referral. A centralized or coordinated assessment system must also be characterized by the following:

- covers the geographic area;
- is easily accessible to individuals or families seeking housing or services;
- is well-advertised; and
- includes a comprehensive and standardized assessment tool.

**Prior to the Proposal Submission Due Date, all potential respondents are urged to attend the Pre-Bid Conference to be held at the offices of the Casino Reinvestment Development Authority on the date and time set forth on the cover page of this RFP.**

#### **1.4 Proposal Submission**

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

ROBERT CAMPBELL  
PURCHASING MANAGER  
CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
15 SOUTH PENNSYLVANIA AVENUE  
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- QUALIFIED PROVIDER ATLANTIC COUNTY INTEGRATED HOMELESS ASSISTANCE MODEL"**, and contain the proposal opening date and respondent's name and address.

Proposals submitted by facsimile or electronically will not be considered. Proposals shall be no more than 20 pages in length.

## **1.5 Number of Proposal Copies**

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

## **1.6 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 1.4 above, at the following email address:

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

The cut-off date for electronic questions is indicated on the cover page of this RFP.

The subject line of all emailed questions should say “Atlantic County Integrated Homeless Assistance Model - Proposal Inquiry”.

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

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

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

If 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 website.

**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.**

## **1.8 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.

### **1.9 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 the professional services if deemed necessary by the CRDA.

### **1.10 Price Alterations**

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

### **1.11 Proposal Errors**

A respondent may withdraw its proposal as follows:

A respondent may request that its proposal be withdrawn prior to proposal opening. Such request must be made, in writing, to the CRDA staff person designated in section 1.4 herein. If the request is granted, the respondent may submit a revised proposal as long as the proposal is received prior to the announced date and time for proposal opening and at the place specified.

If, after the proposal opening but before contract award, a respondent discovers an error in its proposal, the respondent may make a written request to the CRDA staff person designated in section 1.4 herein for authorization to withdraw its proposal from consideration for award. Evidence of the respondent's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the respondent's exercise of reasonable care; and that 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 be sent to the CRDA staff person designated in section 1.4 herein at the following address:

Casino Reinvestment Development Authority  
15 South Pennsylvania Avenue  
Atlantic City, New Jersey 08401  
**PROPOSAL WITHDRAWAL REQUEST**

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

### **1.12 Joint Ventures**

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

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

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

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

### **1.14 Minimum Qualifications**

In order to be eligible for award of a professional services agreement resulting from this RFP, the respondent must submit evidence, with its proposal, that respondent meets the following minimum qualifications:

1. be member of the Atlantic County, NJ Continuum of Care (CoC) and provide evidence that demonstrates respondent's experience and proficiency in delivering the services solicited in this RFP;
2. has appropriately credentialed staff in order to administer social service programs, which include the following degrees and/or certifications: MSW, DSW, LCSW, CADC or other advanced practice certifications recognized by the National Association of Social Workers or advanced practice degrees in the area of psychology or medicine;
3. be a financially-viable for-profit or non-profit organization or government entity – **the last three years of respondent's financial statements must be submitted with its proposal**; and
4. If a non-profit, provide documentation of their current non-profit status under applicable provisions of federal Internal Revenue Code.

## **1.15 Disputes and Protests**

Any dispute or protest arising out of this RFP shall be adjudicated in accordance with Authority regulations at N.J.A.C. 19:65-11.1.

## **2.0 SCOPE OF SERVICES**

The successful respondent shall provide the following services:

### **2.1 Program Description**

Atlantic County seeks to integrate services within the Atlantic City and County provider community by partnering with the Atlantic County Continuum of Care (Atlantic County's HUD-approved coalition of homelessness focused agencies) to create a new, integrated single point of entry homeless assistance model. This single point of entry pilot will provide people who are homeless or at risk of homelessness in Atlantic County with one location in which to be assessed by the successful respondent's certified and licensed social and healthcare professionals and referred to appropriate services with the primary focus on housing and health care, both physical and behavioral.

The successful respondent shall provide social services and healthcare services to anyone who is assessed to be either homeless or at risk of homelessness and residing within the boundaries of the Atlantic County CoC.

The key principles of the program model are as follows:

- Accessibility
- Assessment
- Assignment or Referral
- Accountability

*Accessibility* means locating and delivering services in a way that:

- (1) ensures access throughout the geographic area of the Atlantic County CoC, particularly Atlantic City;
- (2) ensures access for those in greatest need, i.e., with the longest duration of homelessness and greatest barriers to housing stability; and
- (3) optimizes access for those in crisis, including strategies if evening and weekend hours at the office site are not feasible.

In support of the accessibility tenet, Atlantic County has committed office space at 1333 Atlantic Avenue in Atlantic City. This location is also the site for the Atlantic County Department of



Family and Community Development, the physical location where low-income individuals and families can apply for Emergency Assistance, Supplemental Nutrition Assistance Program (SNAP formerly Food Stamps), General Assistance (GA), Temporary Assistance for Needy Families (TANF) and NJ FamilyCare and Medicaid (health care). In addition to the access provided by co-locating the homeless assistance model with income support services, it is expected that the successful respondent will be able to advertise the service, cooperate with others within and outside of the continuum to promote access, as well as do the outreach necessary to ensure that the model is available to those within the geographic boundaries of the CoC, including those with the greatest need of coordinated access and assessment. Accessibility may also include offering services at a satellite location.

*Assessment* means that all individuals and families who are homeless or at risk of homelessness will receive a comprehensive social work, mental health, physical health, or substance use evaluation by the successful respondent, using a standard, evidence-based protocol. Examples of such tools are available through the NJ HMIS Collaborative. The successful respondent must commit to utilizing a standard, evidence-based assessment tool and reporting the assessment information on HMIS. According to HUD's interim rule on Continuums of Care, program assessment will examine the use of a single assessment tool across the Continuum and among all providers of homeless services.

One goal of the assessment is a thorough documentation of the individual or family's needs and resources to facilitate appropriate referrals, including the following:

- homeless and housing history;
- employment, income, finances and benefits;
- mental health, substance abuse, medical, and disability;
- incarceration and legal issues;
- domestic violence and other trauma;
- community and natural supports; and
- basic demographics and other individual and family characteristics (for example, household membership, race/ethnicity, age, gender, language, veteran status, and education).

In order to avoid duplication of effort, the assessment process must include a mechanism by which the client can consent to share information with service providers.

*Assignment or Referral* means a protocol for how referrals will be made and monitored to ensure appropriate and successful resolution.

A central issue that the response to this RFP must address is the level of authority over the admissions process. A resource document<sup>1</sup> describes several different models that differ in the

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<sup>1</sup> See [https://www.onecpd.info/resources/documents/hprp\\_centralizedintake.pdf](https://www.onecpd.info/resources/documents/hprp_centralizedintake.pdf)

extent to which the program's referrals are binding on the receiving program. As an example, the centralized intake might conduct initial screening and service matching but leave it up to the receiving program to conduct further screening and verification and arrive at a final admissions decision. Another model might give the centralized intake authority over some housing/service types, but not others. The response to this RFP must explain what level of authority will be exercised, including reasons for the choice.

Among the other aspects of the referral process the response must address are the following:

1. description of the initiation process, including identifying responsibility for referral;
2. protocol for transferring documentation from the assessment via HMIS;
3. responsibility for monitoring service slots and approach for managing referrals when slots are not immediately available (e.g., waiting lists or interim solutions), including how referrals will be prioritized; and
4. description of how the program will monitor enrollment status and outcomes.

The referral process should respect personal choice, and should emphasize permanent housing solutions. This should include adherence to a "housing first" approach and diversion from homelessness for those at risk and rapid re-housing for those entering homelessness. All individuals and families who are homeless should secure immediate, appropriate housing.

*Accountability* means that the successful respondent must establish policies and procedures that:

- ensure consistency and fairness and
- enable monitoring of the process and outcomes.

It is expected that HMIS will be the critical component for assuring accountability. The successful respondent must agree to utilize HMIS to document assessments, referrals, and monitoring of enrollment and outcomes. In addition, the successful respondent must secure agreements from all county partners to use HMIS. The successful respondent and its partners must all comply with HMIS data quality standards.

The response must describe the internal controls and monitoring procedures that will be put in place to ensure the appropriate use of allocated funds.

The successful respondent must fully participate and cooperate in a state evaluation that will commence with the contract award. The evaluation will be conducted by the Department of Human Services and may include but will not be limited to: implementation evaluation, process evaluation, and outcome evaluation.

The successful respondent must fully participate and cooperate with all federal and state reporting and monitoring requirements as outlined by the NJ Department of Human Services, the

NJ Office of the State Comptroller, and the US Department of Health and Human Services, Administration for Children and Families.

## **2.2 Population to be Served**

The population to be served by this program are individuals or households who are homeless or at risk of homelessness in Atlantic County.

Eligible individuals or families must:

- reside within the geographic boundaries of Atlantic County; and
- meet the HEARTH Act definition of homeless<sup>2</sup> as follows:
  - (1) Individuals and families who lack a fixed, regular, and adequate nighttime residence and includes a subset for an individual who resided in an emergency shelter or a place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
  - (2) individuals and families who will imminently lose their primary nighttime residence;
  - (3) unaccompanied youth and families with children and youth who are defined as homeless under other federal statutes who do not otherwise qualify as homeless under this definition; and
  - (4) individuals and families who are fleeing, or are attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member.

## **2.3 Funding Availability**

Under the terms of the federal grant, up to a total of \$1.9 million is available to fund a two-year pilot program, with funds to be obligated and expended by September 30, 2015. The awarded program will be contracted to be fully operational within three (3) months following the final award notification.

**The foregoing scope of services is not exclusive. The CRDA reserves the right, in its sole discretion and upon reasonable notice to the successful respondent, to amend or augment the services, increasing or decreasing the successful respondent's obligations set forth above.**

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<sup>2</sup> See <https://www.federalregister.gov/articles/2011/12/05/2011-30942/homeless-emergency-assistance-and-rapid-transition-to-housing-defining-homeless>

### **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 Requirements**

The proposal should be submitted in one volume and that volume divided into six (6) 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 – Organization
- Section 3 - Relevant Program Experience (**including how the respondent meets the minimum qualifications outlined in Section 1.14 herein**).
- Section 4 - Program Description
- Section 5 - Staffing and Fiscal
- Section 6 – Fee Schedule
- Section 7 - Required Submittals and Compliance Information

#### **Section 1 Cover Letter (0 points)**

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.

#### **Section 2 Organization (5 points)**

1. Provide written documentation to demonstrate the corporate status, including copies of the following:
  - a. respondent’s most recent organization-wide financial statement;
  - b. respondent’s certification of incorporation (if applicable); and
  - c. respondent’s charitable registration status (if applicable).
2. List of the board of directors, officers and their terms of office.
3. Statement of assurance that all Federal and State laws and regulations are being followed.
4. Certification regarding debarment, suspension, ineligibility and voluntary exclusion covering lower tier covered transactions.
5. Current licensure/accreditation status.
6. Written assurance that no individual or family will be required to participate in other activities or programs offered by the responding organization as a condition of receiving the services solicited under this RFP.

7. Provide written assurances that if the responding organization receives an award pursuant to this RFP that the service will increase the level of service currently provided by responding organization and the award will not fund or replace existing services.

### **Section 3 Relevant Program Experience (20 points)**

1. Describe the responding organization's experience and success in serving individuals and/or families who are homeless or at risk of homelessness in Atlantic County, including the number and specific populations served, types of services provided, and knowledge of the factors that contribute to their homelessness and the barriers to achieving permanent housing, including the specific health care (behavioral and physical) needs within this population.
2. Describe the responding organization's collaboration within the Atlantic County Continuum of Care (CoC) and any formal agreements or relationships with organizations serving the homeless and at risk populations within the geographic area, including those that address their health care needs.
3. Describe the responding organization's experience with New Jersey's HMIS tool and the responding organization's willingness to participate in the HMFA HMIS system.
4. Include any draft affiliation agreements, letters of support or intent from partners in the CoC and other partners regarding their willingness to participate in the referral process and utilize HMIS should you be awarded a grant for the homeless assistance program in Atlantic County under this RFP. Affiliation agreements should focus on the working relationships between and among the various parties as they relate to the requirements of this RFP.

### **Section 4 Program Description (40 points)**

1. Describe the overall "integrated homeless assistance model", including how intake will be "centralized", and how principles of personal choice, housing first and diversion and rapid re-housing will be integrated into the overall service model.
2. Describe the target population, including projected numbers and characteristics.<sup>3</sup>

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<sup>3</sup> The respondent may refer to the Atlantic County data from the Point-in-Time Count for 2012 or other relevant data. See: <http://www.csh.org/wp-content/uploads/2012/08/2012AtlanticCountyFINALRevised62012.pdf>

3. Describe how the responding organization will publicize the integrated housing assistance program and optimize access for the target population, including cooperation with other programs within and outside of the CoC, how the respondent will utilize the co-location with the county's income support programs, and plans for program staffing, outreach activities to the target population throughout the geographic area, and coverage during evening hours and weekends.
4. Describe admission criteria and verification requirements, including consideration of the burden imposed on program applicants.
5. Indicate the responding organization's willingness to use a standard evidence-based assessment tool.
6. Describe the data elements that will be included in the comprehensive, standard assessment, and if possible, the name of the specific instrument you propose for adoption.
7. State the respondent's agreement that all information for this pilot will be reported on the HMIS system utilized by the Atlantic County CoC and the responding organization's agreement to comply with HMIS data quality standards.
8. Describe and justify the level of authority you propose for the assignment and referral of individuals and families to housing and services.
9. Describe the referral process from intake to closing of the referral. Address the following:
  - a. How the assessment will be matched to the referral, including any plans that will be developed and implemented;
  - b. The roles of staff in the referral process;
  - c. Relationships with other organizations and providers in the referral process, including attention to specific populations, e.g., mental health, substance abuse, physical health, child welfare and education, and criminal justice (include letters of support or intent in the submission). What methods will be used to ensure that service providers work with the proposed program to ensure coordinated referral and service delivery;
  - d. Barriers to successful referrals and what respondent will do to address them, including how respondent will work with individuals and families and providers to ensure successful referrals;
  - e. How HMIS will be utilized as part of the referral process, including the protocol for transferring documentation from the assessment via HMIS, client consent for information sharing and privacy protections for data;

- f. How the responding organization will monitor housing and service slots as part of the referral and the responding organization's approach for managing referrals when slots are not immediately available (e.g., waiting lists or interim solutions), including how referrals will be prioritized; and
  - g. How respondent will track and monitor the referral, including enrollment status and outcomes.
10. Describe how funding for reuniting clients with appropriate family or services outside of Atlantic County would be utilized and administered.
11. Describe proposed measures of program success and how they will be tracked and reported. What are envisioned to be the primary difficulties that may be encountered in achieving successful referrals and outcomes; how will these issues be tracked in the data and how will they be evaluated and remediated?
12. What will be the criteria for program discharge or referral closure?

**Section 5      Staffing and Fiscal (30 points)**

- 1. Present a timeline of activities covering the period from the date of the award through the conclusion of the two-year pilot program (September 30, 2015).
- 2. Provide the resumes or curriculum vitae of respondent's professionals, who will be principally responsible for implementing and managing respondent's performance of the services set forth in the Scope of Services of this RFP.
- 3. Discuss the number of staff (direct service, administrative and support) that will be used for the homeless assistance program pilot. Indicate FTEs for each position and any contract or consulting staff that will be retained. **[NOTE: Any subcontractors must be identified on Attachment 6 to this RFP.]** Include attachments with sample job listings describing the specific titles and qualifications for the staff to be added, if any.
- 4. Provide a sample work week schedule, indicating how staff will be deployed and whether and how the responding organization will provide outreach or conduct assessments during evenings and weekends.

5. Describe how project management and oversight will be provided. Include a table of organizations<sup>4</sup> indicating where this pilot program and staff will fit and who they will report to within the larger organization.
6. Provide a detailed budget, including estimated annualized costs for salaries and fringe benefits,<sup>5</sup> office equipment, software and IT support and supplies, one-time costs, and other expenses. Please indicate all assumptions.
7. Provide details of internal controls and monitoring that will be used to ensure the appropriate and intended use of the funding.
8. Describe in detail how sustainability will be achieved after the two year pilot program has concluded. Include specific staff, tasks, and timelines that will enable the program to continue past the funding period of this award (September 30, 2015). Note that the administration of Atlantic County will provide permanent office space with an estimated annual value of \$22,000 as part of the sustainability plan.

## **Section 6      Fee Schedule (5 Points)**

All respondents must complete the Fee Schedule appended to this RFP as Attachment 11. The competitiveness of the respondent's proposed fee will be one of the evaluative criteria.

## **Section 7      Required Submittals and Compliance Information**

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

- (1)      Signatory Page, Attachment 1
- (2)      Professional Services Agreement, Attachment 2
- (3)      Ownership Disclosure, Attachment 3
- (4)      Disclosure of Investigations/Actions against Respondent, Attachment 4
- (5)      Notice of Intent to Subcontract, Attachment 5
- (6)      Subcontractor Utilization Form, Attachment 6
- (7)      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

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<sup>4</sup> Staff names are not required in the table of organization or in describing positions; only positions or titles are required.

<sup>5</sup> Staff fringe benefits should be presented as a percentage factor of total salary costs, and should be consistent with the responding organization's current fringe benefits.



(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>.

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

Small Business Enterprise Requirement: It is the policy of the CRDA and as required by Executive Order 151 (“EO 151”) that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in CRDA contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the CRDA pursuant to this Contract, the Firm must demonstrate to the CRDA’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the CRDA shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

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

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the CRDA with proof of solicitations of SBEs for the provision of services, including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.

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

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

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

### **3.2.1 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 will result in rejection of the proposal.

### **3.2.2 Professional Services Agreement**

**Respondents shall review and sign Attachment 2.** The CRDA reserves all rights to reject any and all proposals based upon exceptions taken to the proposed form of contract. Execution of **Attachment 2** is not to be construed as entering into a contract with the CRDA but rather as a submission of an offer to contract with the CRDA. **Any requested exceptions to the Professional Services Agreement must be raised by the respondent as a question during the Question and Answers period through the same procedure set forth in Section 1.5 of this RFP.**

### **3.2.3 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**.

### **3.2.4 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 and docket number, 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**.

### **3.2.5 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.

### **3.2.6 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.

### **3.2.7 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**.

### **3.2.8 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**).

### **3.2.9 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).

### **3.2.10 Non-collusion Affidavit**

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

### **3.2.11 Fee Schedule**

The respondent must submit its pricing using the form set forth in the CRDA supplied Fee Schedule (**Attachment 11**).

## **4.0 PROPOSAL EVALUATION**

### **4.1 Proposal Evaluation Committee**

There will be a review of all timely submitted proposals that meet all of the requirements outlined in this RFP. A review committee with representatives from the Atlantic County Department of Family and Community Development, the NJ Department of Human Services, the CRDA and the Office of the Governor will convene to analyze, evaluate, and score the qualifying proposals. This committee will consist of State of New Jersey and Atlantic County employees.

### **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 or the State and County agencies involved as members of the evaluation committee 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 evaluation committee will evaluate responsive proposals. 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:

- |                                |           |
|--------------------------------|-----------|
| 1. Organization                | 5 points  |
| 2. Relevant Program Experience | 20 points |
| 3. Program Description         | 40 points |
| 4. Staffing and Fiscal         | 30 points |
| 5. Competitiveness of the Fee  | 5 points  |

### **4.4 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 respondent(s).

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 CONTRACT AWARD**

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

**Attachment 1**

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
SIGNATORY PAGE**

**REQUEST FOR PROPOSAL:** Qualified Provider for the  
Atlantic County Integrated Homelessness  
Assistance Model

**FOR INFORMATION:** CRDA  
15 S. Pennsylvania Avenue  
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 BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING, WITHOUT LIMITATION, THE TERMS AND CONDITIONS OF THE ATTACHED PROFESSIONAL SERVICES AGREEMENT (AS AMENDED DURING THE QUESTIONS AND ANSWERS PERIOD) AND ANY ADDENDA ISSUED. BY SIGNING BELOW, RESPONDENT AGREES TO HOLD ITS PROPOSAL FIRM FOR A PERIOD OF NO LESS THAN NINETY (90) DAYS FROM THE DATE OF PROPOSAL OPENING OR TO CONTRACT AWARD, WHICHEVER COMES FIRST. FAILURE OF THE RESPONDENT TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE RESPONDENT BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH THE CRDA.**

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

---

**Signature**

---

**Date**

## Attachment 2

### Professional Services Agreement

INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(referred to hereinafter as the “Consultant”)**

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CASINO REINVESTMENT DEVELOPMENT AUTHORITY, a public body established in, but not of, the Department of the Treasury of the State of New Jersey, and existing under and by virtue of the laws of the State of New Jersey, including P.L. 1984, c. 218, as amended and supplemented from time to time (the “CRDA Act”), and the Consultant identified above.

#### Recitals

A. The State of New Jersey Department of Human Services (“DHS”) is the recipient of a Social Services Block Grant (“SSBG”) awarded by the United States Department of Health and Human Services pursuant to the Disaster Relief Appropriations Act of 2013, Public Law 113-2 and other applicable federal law, and DHS intends to deploy \$2.0 million of the SSBG (the “Pilot Project Funds”) to fund a pilot project to facilitate a more coordinated and integrated response by appropriate governmental units to the needs of Atlantic City’s homeless population (the “Pilot Project”).

B. The CRDA, DHS and the Atlantic County Department of Family and Community Development (the “County”) intend to execute, contemporaneous with this Agreement, a memorandum of agreement, whereby the parties thereto will establish the terms and conditions of their collaboration to facilitate the Pilot Project. The CRDA, DHS and the County may be collectively referred to hereinafter as the “Government Entities”.

C. The CRDA, as part of its collaboration with DHS and the County, (i) pursuant to Resolution 13-95 adopted June 18, 2013, granted a preliminary determination of project eligibility to the Single Point of Entry for Homeless Services Project (the “Project”) and approved a fund reservation in an amount not-to-exceed \$100,000 for certain feasibility analysis pertaining to the Project, (ii) pursuant to Resolution 13-\_\_ adopted \_\_\_\_\_, approved the Project and accepted certain responsibilities to accept and disburse the Pilot Project Funds, on behalf of DHS and the County, and (iii) approved the release of the Request for Proposals (the “RFP”) to procure the professional services described therein.

D. In accordance with the CRDA’s RFP released in August of 2013 and the Consultant’s response thereto dated \_\_\_\_\_ (the “Response”), and in accordance with CRDA

Resolution 13 -\_\_ adopted \_\_\_\_\_, the CRDA, in consultation with DHS and the County, has selected the Consultant to provide the services as described in the RFP (the “Services”).

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

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

1. Copies of the RFP and the Response are annexed hereto as Exhibits A and B, respectively. By this reference, the RFP and the Response are incorporated in and made a part of this Agreement as if set forth herein in full. Consultant acknowledges and agrees that this Agreement and Consultant’s obligations hereunder are governed by federal and State laws. Without limiting the foregoing, U.S. Department of Health and Human Services, Administration for Children and Families Office of Community Services Division of State Assistance Social Services Block Grant Program Information Memorandum 01-2013 dated March 28, 2013, DHS Policy Circulars P2.01, P7.06, DHS Information Memoranda P99-2 and such other similar rules and/or regulations as, or to be, promulgated by DHS pertaining to the SSBG and the Pilot Project Funds (collectively referred to as the “Government Provisions”) are incorporated into and hereby shall be made a part of this Agreement, by this reference. 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. In case of a conflict or inconsistency between the terms and conditions of the Government Provisions and this Agreement, the requirements of the Government Provisions shall govern to the extent of such conflict or inconsistency.

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

3. Compensation.

(a) The Consultant acknowledges and agrees that the SSBG is the sole and exclusive source of the Pilot Project Funds, which, subject to the terms and conditions of this Agreement, shall be used to pay for Services under this Agreement. The CRDA shall not have any obligation to use or reserve any other of its assets or revenues to pay for Services under this Agreement. The CRDA will make payment to the Consultant for services rendered at the rates, and under the terms and conditions, if any, set forth in Attachment 11 of the RFP, entitled, “Fee Schedule”.

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



(c) As required by the County and/or DHS, the Consultant shall submit its invoice(s) for Services to the County and/or DHS for review. The CRDA shall remit payment to the Consultant within twenty (20) days of the receipt of written approval from the County and/or DHS. In the absence of any requirement from the County or DHS to review and approve Consultant's invoice(s), the CRDA shall remit payment to the Consultant within thirty (30) days of the receipt of such invoice(s), provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless the CRDA disputes the invoice.

4. The Consultant shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Consultant shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder as more fully set forth in Attachment 8 of the RFP.

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

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

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

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

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

(e) There is no action, suit or proceeding at law or in equity or by an governmental instrumentality or other agency now pending or, to the knowledge of the Consultant, threatened against or affecting the Consultant that, if adversely determined, would materially impair its right to carry on business substantially as now conducted and as contemplated under this Agreement, or to perform its obligations under this Agreement, or would materially adversely affect its financial condition, except those previously disclosed to the

Government Entities.

6. Consultant agrees that the Government Entities may execute contracts with other organizations or individuals for the same services described herein.

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

8. The Consultant shall maintain a thorough and complete record of its performance of the Services hereunder, including, without limitation, hours worked under this Agreement and the reasonable business expenses incurred in connection with the Services (the "Records"). Consultant shall maintain and make available for inspection the Records during the term of the Agreement and for three (3) years from and after the Termination Date. The Government Entities or their designee shall have the right, upon reasonable notice, during normal business hours to audit, inspect and copy the Records. For purposes of this Section 8, "Consultant" shall include the Consultant and its sub-consultants, contractors and subcontractors. Without limiting the foregoing, the Consultant shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

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

10. (a) The Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. The Consultant will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the Government Entities prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

(b) The Consultant warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the Government Entities any cash or non-cash gratuity or payment with view toward securing any business from the Government Entities or influencing such person with respect to the conditions, or performance of any agreements with or orders from the Government Entities,

including without limitation this Agreement. Any breach of this warranty shall be a material breach of each and every agreement between the Government Entities and the Consultant.

(c) Should a conflict of interest issue arise, the Consultant agrees to fully cooperate in any inquiry and to provide the Government Entities or their designee with all documents or other information reasonably necessary to enable the Government Entities or their 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 Government Entities may have.

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

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

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

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

(d) Professional Liability (Errors & Omissions). Written on a "claims made" basis, with not less than \$2,000,000 for the Consultant and not less than \$2,000,000 for any licensed professional retained by the Consultant against any and all liabilities arising out of or in connection

with the negligent acts, errors or omissions of the Consultant, its licensed professionals, subconsultants, contractors or subcontractors.

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

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

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

14. The Consultant will indemnify, defend and hold the Government Entities, and their respective 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 reasonable attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") to the extent caused by the Consultant's act, failure to act, or omission in its performance of the Services hereunder. Neither party shall be liable to the other for consequential, indirect, special or exemplary damages.

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

16. Provisions of this Agreement may be waived by the Government Entities only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The Government Entities' approval, acceptance use or payment for any part of the

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

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

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

19. Reserved.

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

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

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

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

24. This Agreement, together with the RFP and the Response, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties and approved as required by New Jersey law and CRDA policy. The Consultant shall set forth any and all exceptions to the terms and conditions hereof during the Question and Answer period allowed for by the RFP, which exceptions if accepted, in writing, by the CRDA, will serve to amend the Agreement in accordance herewith. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.

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

**Witness:** **CASINO REINVESTMENT DEVELOPMENT  
AUTHORITY**

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

Name: \_\_\_\_\_ Name: John F. Palmieri

Title: \_\_\_\_\_ Title: Executive Director

Approved as to form by the CRDA law department: \_\_\_\_\_

***[Consultant: Complete and sign below]***

**Witness:** \_\_\_\_\_  
**(Name of Consultant)**

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

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

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

Exhibit "A"  
(CRDA's RFP)

Exhibit “B”  
(Consultant’s Response”)



**Attachment 3**  
OWNERSHIP DISCLOSURE FORM

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

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

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

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

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

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

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

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

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

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

**V. CERTIFICATION.** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that 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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Name

\_\_\_\_\_  
Title with Bidder

**Attachment 4**

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT**

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

**Investigation(s)**

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

<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.**

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

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

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

\_\_\_\_\_  
Authorized signatory for 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 bid/contract documentation for the subject project.

#### Instructions for Completing the Forms

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

#### Part 1: VENDOR INFORMATION

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

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

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

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

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

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

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

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

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

Part 3: DISCLOSURE OF CONTRIBUTIONS MADE

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

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

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

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

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

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

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

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

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

Part 4: CERTIFICATION

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

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

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

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

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

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

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

**State of New Jersey  
 Casino Reinvestment Development Authority  
 Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
 Disclosure of Political Contributions**

**FOR AGENCY USE ONLY**

**General Information**

Solicitation, RFP or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services Qualified Provider for the Atlantic County Integrated Homeless Assistance Model

**Agency Contact Information**

Agency CRDA Contact Person Sharon D. Dickerson, Esquire

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

**Part 1: Vendor Information**

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

**Business Type** 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.

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.

#### Part 4: Certification

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

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

(CHECK ONE A, B or C)

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

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

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

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

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

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

#### **Agency Submission of Forms**

The agency should submit the completed and signed Two-Year Vender Certification and Disclosure forms, together with a complete 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, 9<sup>th</sup> Floor, Trenton, New Jersey 08625. The agency should save the forms locally and keep the originals forms on file, submit copies to the Chapter 51 Review Unit.





