

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

**REQUEST FOR PROPOSAL
FOR
LEGAL SERVICES**

DECEMBER 11, 2015

Please note that the proposal submission deadline for this RFP has been extended. The new deadline is contained in the public notice.

FOREWORD

The New Jersey Sports and Exposition Authority (Authority), and the New Jersey Meadowlands Commission (“Meadowlands Commission”) recently merged under the Authority umbrella. The Authority continues to own, as lessor, both the Meadowlands Racetrack property and the Monmouth Park Racetrack property. It also continues to operate the MetLife Sports Complex, as lessor, for MetLife Stadium, the Giants Training Facility and the American Dream project, now under construction. The Authority is requesting proposals (“RFP”) from law firms for a variety of legal services.

Section II of this document contains the requirements for the submissions of responses to this RFP. Law firms are reminded that the awarding of the opportunity to provide legal services to the Authority is based on both price and documented qualifications of the law firm to handle the legal issues encountered by the Authority.

Proposal submissions, as well as, telephone inquiries or correspondence concerning the content of this RFP, should be to the attention of:

Ralph J. Marra, Jr., Esq.

Senior Vice President Legal and Governmental Affairs

New Jersey Sports and Exposition Authority

1 DeKorte Park Plaza

Lyndhurst, NJ 07071

(201) 460-4084

(201) 460-1722 (fax)

E-mail: RMarra@NJSEA.com

SECTION I

AUTHORITY OVERVIEW

Authorizing Legislation

The Authority was created by the laws of the State of New Jersey of 1971, Chapter 137, enacted May 10, 1971, as supplemented and amended (the “Act”). It is constituted as an instrumentality of the State, exercising public and essential governmental functions. The Act empowers the Authority to own and operate various projects, located in the State of New Jersey, including stadiums and other buildings and facilities for athletic contests, horse racing, and other spectator sporting events, trade shows and other expositions. The Act also empowers the Authority to appoint and employ attorneys as it may require. N.J.S.A. 5:10-5. Recent legislation has merged the Meadowlands Commission and all its powers and responsibilities into the Authority.

The Authority has no stockholders or equity holders, and all bond proceeds, revenues or other cash received must be applied for specific purposes in accordance with the provisions of the Act, and related bond resolutions, for the security of the bondholders. The Authority’s Board consists of the President of the Authority, and the State Treasurer, who are members ex officio, eleven members appointed by the Governor with the advice and consent of the State Senate, one member appointed by the Speaker of the Assembly and one member appointed by the Senate President.

The MetLife Sports Complex and Meadowlands Commission:

Pursuant to various agreements, the Authority provides Sports Complex-wide services which include security, fire, medical, environmental and infrastructure services. The following fall under the Authority’s jurisdiction:

1. Meadowlands Commission - effective February 5, 2015, pursuant to Public Law A-3969/S-2647 the Meadowlands Commission was merged into and became part of the Authority.

The Meadowlands Commission’s mandate is three-fold

- To provide for the orderly development of the region;
- To provide facilities for solid waste; and
- To protect the delicate balance of nature.

Additional information concerning the management and operations of the Meadowlands Commission is available on line: www.njmeadowlands.gov. The Annual Report can also be found there.

2. MetLife Stadium and Jets and Giants Training Facilities – the Authority is party to ground leases and ancillary documents regarding MetLife Stadium and training facilities for the New York Football Giants and New York Jets.

3. Meadowlands Racetrack – on December 19, 2011, NJSEA and New Meadowlands Racetrack, LLC (“NMR”) entered into a 30-year lease agreement for full operational control of the Meadowlands Racetrack, the development of four Off Track Wagering (“OTW”) sites and the transfer of a 35% interest in Account Wagering. The lease has an additional option for 10 years of renewal at its conclusion. On November 23, 2013, NMR moved its operations to a newly constructed grandstand facility opposite the old grandstand.
4. Monmouth Park Racetrack - On February 29, 2012, the NJSEA and the New Jersey Thoroughbred Horsemen Association (“NJTHA”) executed a 35-year lease to operate the Monmouth Park racetrack and the Woodbridge OTW. The agreement included a 35% interest in account wagering and the rights to build and operate an additional four off track facilities. The NJTHA took full operational control on May 3, 2012.
5. American Dream – in 2011, Triple Five Worldwide (“T5”) was chosen as the developer to complete the long-suspended project formerly known as Xanadu. The Authority anticipates a land lease and redevelopment agreements for the project. Construction has commenced on T5’s planned addition of an amusement park and water park. Target completion is spring 2017.
6. Meadowlands Railroad Project – visitors to the MetLife Complex are able to attend sporting and entertainment venues via rail from all parts of New Jersey, as well as the greater New York Metropolitan area. The Authority and New Jersey Transit have entered into a Service and Access Agreement pertaining to this rail line.
7. Izod Center – The Izod Center is a 20,000 seat indoor arena with 28 private suites, containing approximately 466 seats, and 4,000 of its own parking spaces. Its revenues have been generated from leases and license agreements with sporting events, family shows, and concerts. In calendar year 2014, the Izod Center held approximately 90 events.

On January 15, 2015 the Board of Commissioners of the NJSEA voted to shut down the Izod Center for a period of at least two years. The last event was a circus performance on March 22, 2015.

SECTION II

TERMS AND CONDITIONS OF RFP SUBMISSION

1.0 GENERAL

- A. The RFP is prepared for the purpose of establishing an agreement and contract between the Authority and competent law firm(s) to furnish legal services as assigned, including, if necessary legal representation in court.
- B. The performance and the limits of the legal services shall at all times and in all respects be subject to the direction and approval of the management of the Authority and its designees.
- C. Each law firm will assume the responsibility of fully acquainting itself with all "Terms and Conditions" and specifications contained herein.
- D. It is not the intent of this RFP to guarantee the successful law firm(s) the exclusive right on an annual basis for any and/or all of the legal services required by the Authority. The Authority retains the right to seek other legal services, or to perform legal work with its own attorneys if in the Authority's opinion, it would be in its best interest to do so. Further, the Authority reserves the right to have those attorneys and law firms that are handling current matters to continue to handle such matters until complete. The Authority reserves the right to award legal services in whole or in part.
- E. The scope of services will be subject to the following certain specific exclusions, which services are handled exclusively by other counsel:
 - (a) land use and related matters before the former Meadowlands Commission;
 - (b) all American Dream transactional and litigation matters;
 - (c) transactional and litigation matters related to horse racing.

1.1 TERM OF CONTRACT

The term of the contract to be awarded, as a result of this RFP, will be for a period of three years, commencing from the date of the award, with a one year option to extend at the discretion of the Authority.

1.2 REJECTION OF RESPONSES TO THE RFP

The Authority reserves the right to reject any or all responses to the RFP if deemed to be in the best interest of the Authority to do so.

1.3 EXECUTION OF ENGAGEMENT LETTER

- A. The law firm(s) to whom the right to perform legal services for the Authority has been awarded shall within ten (10) days of the notification of award execute and deliver to the Authority a signed engagement letter.
- B. In cases of non-performance by the law firm, the Authority reserves the right to obtain the necessary service from any available law firm, with the difference in price, if any, to be paid by the law firm for failing to meet its commitments.

1.4 OUTSIDE COUNSEL GUIDELINES

Any law firm(s) retained on any specific matter shall be guided by the Outside Counsel Guidelines (“Guidelines”) available for review at: <http://www.nj.gov/oag/law/pdf/rfqs/oag-dol-Outside-Counsel-Guidelines.pdf>

1.5 CONFLICT OF INTEREST

Section III of the Guidelines requires that counsel be free of any conflict of interest.

Please note that the State, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2). If your firm selected, you have a continuing obligation during the term to disclose to the Attorney General of New Jersey any actual or potential conflicts. Additionally, retained counsel shall not disclose any confidential information learned or received in any way as part of a retention, either during the retention or at any time after the retention has concluded.

1.6 COSTS

Selected firm(s) shall have resources sufficient to advance all costs, including recording fees. Billing for costs shall be done in accordance with the Guidelines.

2.0 RFP PREPARATION

Law firms shall submit its response to this RFP with a letter signed by an authorized representative of the proposing law firm. The supporting cost matrix must be submitted. Failure to comply will result in rejection of the proposal.

Law firms must return all pages of the RFP including any addendum issued prior to the issuance of the RFP. Removal of any pages or modifications or deletions on any terms or conditions of the RFP may result in the RFP response offer being considered non-responsive.

2.1 RFP CONTENTS

To ensure complete and organized responses to this RFP, five copies of the sealed response should be submitted according to the format specified below:

| SECTION | ITEM |
|---------|-----------------------------|
| | Transmittal Letter |
| | Table of Contents : |
| A | Qualifications of Law Firms |
| B | Financial Proposal |
| | Required Forms - |

Transmittal Letter

The transmittal letter shall be a formal letter from the law firm and shall be prepared in a standard business format. The letter shall be brief, signed by the person who is authorized to commit the organization to perform the work specified in the RFP, and identify all materials and enclosures being forwarded in response to the RFP. The letter shall also include the name of the person who shall serve as the law firm's representative for all matters relating to the RFP response as well as the person who will be considered the lead attorney. A statement shall be included that the response to the RFP is valid for at least 180 days from the RFP due date.

Table of Contents

The law firm shall provide a Table of Contents consistent with the outline presented in this section.

A. QUALIFICATION OF LAW FIRM

1. FIRM PROFILE

- a) Indicate the date your firm was established.
- b) Describe your firm's specialty and/or area(s) of expertise.
- c) Identify the number of employees in your firm in the following categories: licensed attorneys; legal support staff; other support staff.
- d) Indicate whether you are a small firm. For the purposes of this RFP, a small firm has fewer than twenty (20) full- or part-time attorneys. Any firm with twenty (20) or more full- or part-time attorneys will be deemed a medium/large firm.
- e) Describe the participation of women and minorities in your firm. Please note the number of women partners and associates and minority partners and associates and indicate the percentage of your firm that is owned by women and by minorities.

- f) Provide a description of your firm's presence in New Jersey. Note the location of each office, the number of attorneys resident in each office, whether they are partners or associates, and whether attorneys not licensed in the State of New Jersey will be assigned to provide any of the requested legal services if your firm receives a designation pursuant to this RFP.
- g) Identify any State agencies or departments represented by the firm during the last five (5) years. For each matter, provide the name of the State agency or department, a description of the matter, the dates of the engagement, and the name and contact information of the State employee responsible for overseeing the work of the firm on that matter.
- h) Identify any State agencies or departments before or against which the firm has regularly appeared on behalf of other clients. Please note that the State, as a public entity, is precluded by the Rules of Professional Conduct from waiving conflicts of interest. See RPC 1.7(a)(2) and RPC 1.7(b)(2).
- i) Identify any governmental entities, agencies, or political subdivisions, other than the State of New Jersey, that the firm represents or has represented. Include the time period during which the firm represented each such agency and the nature of the work performed.
- j) Describe the firm's approach to maintaining responsive communication with the Authority and keeping the State informed of problems and progress.
- k) Provide a representative listing of the firm's major private and public sector clients.

2. QUALIFICATIONS AND EXPERIENCE IN AREA OF LAW

- a) The areas of law relevant to this RFP are as follows:
 - 1. New Jersey statutes and case law governing the Authority, powers, obligations, duties and operations of an organization that is constituted as an instrumentality of the State of New Jersey that exercises public and essential government functions.
 - 2. Negotiating and drafting contracts, including, without limitation, vendor, sports and entertainment, construction contracts, etc.
 - 3. Public bidding and procurement requirements.

4. State and federal constitutional law.
5. Employee Benefits Issues
6. Litigation in administrative as well as state and federal courts.
7. Mediation and arbitration for labor cases
8. Transactional matters, specifically all aspects of real estate transactions and complex contractual matters.
9. Qualifications/experience of each attorney with your firm who you propose will provide services if your firm is selected.

Insurance defense legal services are **NOT** being sought

- b) Identify and give the office location of each attorney who practices in each area of the law relevant to this RFP.
- c) Please indicate the percentage of your firm's practice that is in this relevant practice area.
- d) Identify your method for staffing the project, including the number and identity of the attorney(s) and/or staff person(s) to be utilized. Further, describe the proposed workflow for the project, including the division of responsibility and work between attorneys and staff and the intended point(s) of contact between your firm and the Authority.
- e) State the qualifications and experience of the particular attorneys proposed to complete the work. For each attorney who would be involved in handling the work pursuant to this RFP, provide the following detailed information; you may also attach a resume for each attorney:
 1. Education, including advanced degrees;
 2. Years and jurisdictions of admission to practice;
 3. Number of years engaged in practice in the area of law relevant to this RFP;
 4. Area(s) of specialization; and
 5. Office location of the attorney
 6. As to the other members of your firm who would be involved in handling the work, describe the role each would play, the approximate percentage of the work that each would perform, and their qualifications.

3. OTHER QUALIFICATION INFORMATION

- a) Identify all adverse determinations against your firm or any of its partners, associates, or employees or persons acting on its behalf, with respect to actions, proceedings, claims, or complaints of any kind under any local, State, or Federal laws, regulations, court rules, or Rules of Professional Conduct.
- b) Identify and describe in detail any indictments, convictions, or civil offenses arising directly or indirectly from the conduct of business by your firm or any of its partners, associates, employees, or agents.
- c) Identify any material arrangements, relationships, associations, employment, or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if your firm is retained.
- d) Identify your firm's malpractice insurer and describe the insurance limits.
- e) Confirm that your firm covers litigation costs, any bonds required by a court, and any potential liability under Fed.R.Civ.P. 11.
- f) Confirm that upon retention, your firm will provide an updated Ownership Disclosure, Affirmative Action Supplement with Affirmative Action Employee Information Report, and the certifications required by Public Law 2005, Chapters 51 and 271, and Executive Order 117 (2005) as further explained in Exhibit A. the Outside Counsel Guidelines.

B. FINANCIAL PROPOSAL

The New Jersey Sports and Exposition Authority is currently paying the following hourly rate ranges for the work contemplated herein:

Partner \$175 to \$250
Associates \$150 to \$200
Paralegals \$ 80 to \$ 90

Please complete the following hourly billing matrix and submit it with your proposal:

| Attorney / Staff Classification | Standard Hourly Billing Rate | Proposed Discounted Hourly Billing Rate |
|---------------------------------|------------------------------|---|
| Partner | | |
| Associates | | |
| Paralegals | | |

Please indicate whether or not your firm will bill for travel time.

2.2 PROPOSAL EVALUATION

PROPOSAL RESPONSIVENESS

- A. All proposals will be reviewed to determine responsiveness. The Authority may reject non-responsive proposals without evaluation but may waive minor non-compliance.
- B. Responses to the RFP shall be evaluated by an evaluation committee of Authority personnel. It will be based on the following criteria categories, separate or combined in some manner, and not necessarily listed in order of significance:
 - 1. Experience and qualification of the law firm to provide legal services requested by the Authority.
 - 2. The past performance of law firm in handling legal services for an organization similar in size and operational complexity as the Authority.
 - 3. The response of the law firm to the RFP in sufficient detail for the evaluators to analyze the response and make a sound judgment about it.
 - 4. Evaluation of the Proposed Discounted Hourly Rate (consideration may be given to discount from Standard Hourly Billing Rate)
 - 5. Location of office servicing the Authority
- C. The evaluation committee will rank proposals based on the criteria in Section 2.2B and will recommend that the Board approve the selection of one or more firms whose proposal(s) it finds to be most advantageous to the Authority.
- D. In addition to the information submitted for evaluation, the Authority may request any other information it sees fit to obtain regarding the ability of the law firm to render the legal services expected to be provided to the Authority. This may include making a presentation to the evaluation committee.
- E. The evaluation committee reserves the right to recommend to the Authority's Board of Commissioners the award of legal services to one or more firms that have been judged to have best met the qualifications. The Authority's Board of Commissioners shall have the right to accept, reject, or modify the recommendation.

- F. The Authority shall notify in writing any firm that is selected of its selection and the firms selected shall be posted on the Authority's website.
- G. A firm may not represent the Authority unless it also executes a retention letter for a specific matter or class of matters. A firm selected herein and placed on a list may, from time to time, be contacted by the Authority for retention on a specific matter. At that time, if the firm agrees to the retention, the firm may be required to submit updated certifications, as required by Exhibit A, and will receive a retention letter to countersign. The terms and conditions set forth in this RFP shall be included in addition the terms and conditions in the Retainer Letter.
- H. The Authority reserves the right to reject any and all proposals received in response to this RFP when determined to be in the State's best interest and to waive minor noncompliance in a proposal. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all firms submitting proposals in response to this RFP. In the event that all proposals are rejected, or if the Authority, at any time, deems the number of qualified firms receiving designations as the result of this RFP to be insufficient to meet the potential needs of the Authority, the Authority reserves the right to re-solicit proposals.

3.0 GENERAL ENGAGEMENT TERMS

We list the following engagement terms that you may find are redundant with your standard practices. It is not our intent to impose inflexible or arbitrary procedures; however, these engagement terms will help the Authority effectively control legal costs without impairing the quality and effectiveness of the law firm's legal representation. We welcome any suggestions you may have for greater efficiency or cost effectiveness.

- By agreeing to accept these engagement terms, you are signifying that no actual or potential conflicts of interests exist, and you agree to notify the Authority immediately if any such conflicts develop. You further are signifying that you have complied with all applicable laws, including those related to public bidding.
- Each of your invoices shall include the fee earners who have been mutually agreed to between the Authority and the law firm, specifying for each the applicable hourly rate.
- The Authority must be promptly informed of all significant conversations, developments and negotiations between you and other parties. No less than monthly, you should forward status reports, including any events of major significance, such as a notice of pre-trial, motion, trial or any settlement overtures. If there is any question as to whether to contact this office, please err on the side of greater communication.

- The Authority is to have complete and unrestricted access to all material in all files on legal matters, including all research materials, forms, pleadings, documents, and other materials, all of which shall be the property of the Authority. If the Authority elects to utilize other counsel, all files and materials must be promptly transferred. We expect that you will assist in effecting an orderly transition by providing usable electronic copies (not .pdf) of all documents prepared by or provided to your firm and the originals of all documents held by you in paper form. You may retain copies of material you have generated. You will retain all your records pertaining to the Authority for at least 25 years commencing with your retention.
- The Authority expects its outside counsel to be cost-sensitive and to take an active role in monitoring fees and expenses. The Authority requires all retained firms to work within an agreed upon budget. Accordingly, on litigation matters, a case specific budget will be required. A budget may also be required for specific projects and/or departments. Assigned Authority counsel will work with you to reach an agreed upon budget.
- The Authority will select a law firm(s) because of the specific expertise and/or the reputation of certain individuals associated with the firm. We therefore expect that the individual we desire to represent us will participate in all significant decisions involving this case. We are particularly concerned about incurring fees for training associates or duplications of efforts. Towards this end, we will not pay any fees for the time spent by new attorneys reviewing the file due to replacing other attorneys working on the file. If a matter is reassigned to a different attorney, we expect that we will be informed and consulted prior to such reassignment. We will not pay for the time of any attorney whose identify, expertise, and billing rate has not previously been provided and approved by us.
- Where appropriate in order to control costs, work should be delegated to junior attorneys and paralegals that bill at lower rates to perform tasks within their capabilities.
- The Authority desires to settle, at the earliest possible opportunity, those matters that it believes will eventually be settled.
- Except in unusual circumstances, we prefer that the same attorney conduct depositions, attend motion hearings, settlement conferences and strategy meetings. The use of multiple-intra-office conferences is strongly discouraged.
- Cost and efficiency should be considered in the transmittal of information. Electronic transmission of information is preferred. Facsimile transmission is preferred over mail services unless the volume makes facsimile transmission impractical.

- Please present an invoice each month for work done during the immediately preceding month. We will not pay, and by your acceptance of these terms, you agree that we will not be obliged to pay, any bills for fees or disbursements rendered more than 60 days from the last day of the month in which they were incurred. Requirements for the content of the bill are as follows:
 1. The specific matter being billed (e.g., “various employment matters” is not acceptable);
 2. The period of time for which the statement is rendered;
 3. A brief description of the services rendered (you should avoid nonspecific billing entries, such as “letter to opposing counsel” or “review of file”);
 4. The names of each partner, associate, paralegal and clerk performing the services;
 5. The number of hours or portions of hours spent by each person each day;
 6. The hourly billing rate for each person whose time is included on the bill;
 7. Disbursements, broken down by category;
 8. The approved budgeted cost;
 9. The total for the billing period;
 10. The total amount that has been billed on this matter prior to the current billing period; and
 11. Payments made on account.

3.1 ADDITIONAL REQUIREMENTS – EXHIBIT A

The Additional Requirements set forth in Exhibit A are material terms of any Retention Agreement resulting from this RFP. Your proposal must include all of the forms and/or certifications required by Exhibit A. Note, however, that a firm selected must, when required by law, submit updated certifications or forms if it also is retained for a specific matter.

3.2 NO ENDORSEMENT

Selection does not constitute an endorsement by the State of New Jersey, the Attorney General, the Department of Law & Public Safety or the Authority. A firm selected may not promote or advertise its designation without permission of the Authority.

3.3 EFFECT OF SUBMITTING A PROPOSAL

Submission of a proposal in response to this RFP will not bind or otherwise obligate the Authority to select the responding firm for the project.

3.4 EFFECT OF SELECTION

Selection of a firm will not guarantee any other form of employment or engagement.

3.5 ATTORNEY GENERAL AUTHORITY NOT CONSTRAINED

Nothing in this RFP is intended to limit or constrain the discretion of the Attorney General or the Authority in exercising any authority, duty, prerogative, or power established or recognized by the Constitution, statutes, executive orders, regulations, or case law.

4.0 RFP RESPONSE DUE DATE

Five sealed copies of the proposals must be received by R. Marra on or before 2:00 p.m. on December 21, 2015. Proposals submitted after such date will not be accepted. Proposals must be delivered to:

Ralph J. Marra, Jr., Esq.
Senior Vice President Legal and Governmental Affairs
New Jersey Sports and Exposition Authority
1 DeKorte Park Plaza
Lyndhurst, NJ 07071
(201) 460-4084
(201) 460-1722 (fax)

5.0 REQUIRED FORMS

The forms included with this RFP must be completed and returned with the response.

5.1 ADDENDA TO THE RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any selection of a firm as a result of this RFP. The due date for proposals may be changed by an addendum. Any addendum will be published solely on the Authority's website. No addendum will be mailed to any bidder, even if the bidder received the RFP by mail for any reason. It is the sole responsibility of the bidder to make itself knowledgeable of any addendum to this RFP.

5.2 PUBLIC RECORDS

All documents and information submitted in response to this RFP generally shall be made available to the general public, as required by applicable law.

5.3 AUTHORITY NOT RESPONSIBLE FOR COSTS

The Authority shall not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence or otherwise

Very truly yours,

Ralph J. Marra, Jr.
Senior Vice President
Legal and Governmental Affairs

EXHIBIT A

Outside Counsel Retention Agreements

These additional terms and conditions are required by law, as indicated herein (Additional Terms) and shall be executed by the Outside Counsel prior to NJSEA executing any Outside Counsel Retention Agreement with NJSEA on behalf of any of its clients. These Additional Terms shall be incorporated into any Outside Counsel Retention Agreement (Retention Agreement) executed by NJSEA.

These Additional Terms are incorporated in the Retention Agreement identified as:

I. The Outside Counsel shall complete the following forms or otherwise satisfy the following requirements prior to the State executing a Retention Agreement with Outside Counsel:

A. Ownership Disclosure

The Ownership Disclosure addresses the requirements of N.J.S.A. 52:25-24.2, for any contract or retention agreement and must be completed and submitted either with the proposal or with the signed Retention Agreement. The Retention Agreement cannot be completed unless and until the Ownership Disclosure is properly completed and accepted. The form can be downloaded from the Department of Treasury website under the heading Vendor Forms. It is located on the first two pages of this pdf:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

B. Affirmative Action Supplement with Affirmative Action Employee Information Report

The Affirmative Action Supplement with Affirmative Action Employee Information Report addresses the requirements of N.J.S.A. 10:5-31 to -34 and N.J.A.C. 17:27.3.1 et seq., for any contract or retention agreement and must be completed and submitted either with the proposal or with the signed Retention Agreement. The terms of the Affirmative Action Supplement with Affirmative Action Employee Information Report are incorporated into this Retention Agreement. The Retention Agreement is not completed unless and until the form is properly completed and accepted. The forms can be downloaded from the Department of Treasury website under the heading Vendor Forms:

http://www.state.nj.us/treasury/purchase/forms/AA_%20Supplement.pdf

The specific language of N.J.A.C. 17:27-3.5 and 17:27-3.7, contains specific requirements for the Outside Counsel Retention Agreements and is hereby incorporated as if set forth at length herein.

C. New Jersey Business Registration

Pursuant to N.J.S.A. 52:32-44 (b), a copy of a valid New Jersey Business Registration must be submitted with the signed Retention Agreement. 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/busregcert.shtml>

D. Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Legal Services must certify that neither Outside Counsel, nor one of its parents, subsidiaries, and/or affiliates (as explained in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Outside Counsel is unable to so certify, the Outside Counsel shall provide a detailed and precise description of such activities. The form is on the fifth page of the pdf available at:

<http://www.state.nj.us/treasury/purchase/forms/StandardRFPForms.pdf>

E. New Jersey State W-9 and Vendor Questionnaire

No Outside Counsel shall be paid unless the Outside Counsel has properly completed New Jersey State W-9 and Vendor Questionnaire on file with the State. If the Outside Counsel does not have a New Jersey State W-9 and Vendor Questionnaire on file with the State, the properly completed W9 shall be returned with the Retainer Agreement signed by the Outside Counsel. A copy may be obtained from your NJSEA Contact.

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

Prior to entering any Retention Agreement retention agreement under which the State will pay more than \$17,500 to the Business Entity proposed as the Outside Counsel, the Business Entity shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Chapter 51 have been solicited or made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C. §527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The required form and instructions for completion and submission to the Deputy Attorney General prior to the finalization of the Retention Agreement are available for review on the Purchase Bureau website, under the heading "Political Contributions Compliance" at:

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

If the Outside Counsel has a currently valid Two-Year Chapter 51/Executive Order 117 Vendor Certification it may be submitted instead of a new form.

The Outside Counsel is required, on a continuing basis, to report any contributions and solicitations the Outside Counsel makes during the term of the Retention Agreement, and any extension(s) thereof, at the time any such contribution or solicitation is made. Failure to do so is a breach of the Retention Agreement.

The Outside Counsel's failure to submit the form will preclude NJSEA's execution of the Retention Agreement. The State Treasurer or his designee shall review the Disclosures submitted by the Outside Counsel pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended Outside Counsel, prior to award, or during the term of the retention agreement. If the State Treasurer determines that any contribution or action by the Outside Counsel violated Chapter 51 and EO 117 the State Treasurer shall disqualify the Outside Counsel from award of such contract. If the State Treasurer or his designees determines that any contribution or action constitutes a breach of contract that poses a conflict of interest, pursuant to Chapter 51 or EO 117, the State Treasurer shall disqualify the Outside Counsel from award of such contract.

G. Disclosure Requirement of P.L. 2005, c. 271

Pursuant to P.L. 2005, c.271 ("Chapter 271") every Business Entity is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period. No prospective Outside Counsel will be precluded from being retained by virtue of the information provided in the Chapter 271 disclosure, provided the form is fully and accurately completed. Prior to being retained, the Outside Counsel anticipated to be selected will be required to submit Chapter 271 disclosures if the cost of Retention Agreement is anticipated to be in excess of \$17,500. The form is available for your review at:

<http://www.state.nj.us/treasures/purchase/forms/CertandDisc2706.pdf>

II. Outside Counsel's Certification

A. Source Disclosure Certification

Outside Counsel's execution of these Additional Terms to the Retention Agreement will confirm that the Outside Counsel agrees, in accordance with Executive Order 129 (2004) and N.J.S.A. 52:34-13.2 (P.L. 2005, c. 92), that all services performed for the Retention Agreement shall be performed within the United States. In the event that all services performed for the Retention Agreement shall NOT be performed within the United States, the Outside Counsel shall send the Deputy Attorney General who executes the Retention Agreement a letter that states with specificity the reasons why the services cannot be so

performed. Any such letter shall require review and approval pursuant to N.J.S.A. 52:34-14.2 prior to execution of this Retention Agreement.

III. The Outside Counsel acknowledges that the Retention Agreement is subject to the following additional terms and conditions:

A. Breach of Requirements of Chapter 51 and Executive Order 117 (2008) (Also referred to as "Pay to Play Restrictions," N.J.S.A. 19:44A-20.13 to -20.25, or Executive Order 134(2004))

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts, including retention agreements, from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c.51 (codified at N.J.S.A. 19:44A-20.13 - 25) (Chapter 51), on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Executive Order 134(2004). In addition, on September 24, 2008, Executive Order 117 was issued and made effective on November 15, 2008 (EO 117) which set forth additional limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions. Pursuant to the requirements of Chapter 51 and EO 117, it shall be a material breach of the terms of the Retention Agreement for the Business Entity to do any of the following:

1. make or solicit a contribution in violation of the Chapter 51 or EO 117;
2. knowingly conceal or misrepresent a contribution given or received;
3. make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
5. engage or employ a lobbyist or the Outside Counsel with the intent or understanding that such lobbyist or the Outside Counsel would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51 or EO 117;
6. fund contributions made by third parties, including Outside Counsels, attorneys, family members, and employees;

7. engage in any exchange of contributions to circumvent the intent of the Chapter 51 or EO 117; or
8. directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51 or EO 117.

B. New Jersey Conflict of Interest Law

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq. and Executive Order 189 (1988), prohibit certain actions by persons or entities which provide goods or services to any State Agency. Specifically:

1. No Outside Counsel shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Outside Counsel transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.
2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Outside Counsel shall be reported in writing forthwith by the Outside Counsel to the Attorney General and the Executive Commission on Ethical Standards.
3. No Outside Counsel may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Outside Counsel to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No Outside Counsel shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee

in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

5. No Outside Counsel shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Outside Counsel or any other person.
6. The provisions cited above in paragraph H(I). through H(V) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with the Outside Counsel under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

C. Obligation to Maintain Records

The Outside Counsel shall maintain all records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment under the Retention Agreement unless otherwise specified in the Retention Agreement. Such records shall be made available to the State, including the Comptroller, for audit and review upon request.

IV. The Outside Counsel is hereby notified of the following:

A. Chapter 271 Annual Disclosure Statement Filing Requirement

If the Outside Counsel receives contracts in excess of \$50,000 from a public entity during a calendar year, the Outside Counsel is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3). It is the Outside Counsel's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financing penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or <http://www.elec.state.nj.us/>

B. Set-off for State Taxes

Pursuant to N.J.S.A. 54:49-19 et seq. (P.L. 1995, c159), and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense

or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

Outside Counsel hereby agrees to and executes these Additional Term and Conditions:

Outside Counsel Signature: _____

Outside Counsel Name: _____

Outside Counsel Firm: _____

Date: _____

**AGREEMENT AND CERTIFICATION
PROPOSAL FOR LEGAL SERVICES**

Name and Issue Date of Legal Services RFP to which you are responding:

Firm Name: _____

Firm Address: _____

Number of Attorneys in the Firm: _____

Attorney to Contact for this Proposal: _____

Telephone Number of Contact for this Proposal: _____

Email Address of Contact for this Proposal: _____

AGREEMENT AND CERTIFICATION

By submitting this proposal, I understand that in the event that my firm is selected it is not a guarantee that my firm will be retained for any matter.

By submitting this proposal, I agree that in the event that my firm receives an Outside Counsel Designation and is retained, my firm shall bill at the proposed rates and that the rates shall not increase during the term of the Outside Counsel Designation.

The information in this proposal is true and accurate has been reviewed by me and is true and accurate to the best of my knowledge.

By submitting this proposal, I warrant that I have the authority to bind my firm to the Proposal submitted and to any retention my firm may receive as a result.

Signature of Contact Attorney

Date