



Delaware River Port Authority

**One Port Center
2 Riverside Drive, P.O. Box 1949
Camden, New Jersey 08101-1949**

**REQUEST FOR QUALIFICATIONS
FOR
INTEREST RATE HEDGE AGREEMENT COUNTERPARTY
TO REPLACE UBS AG**

October 10, 2014

STATEMENT OF QUALIFICATIONS DUE DATE:

Monday, November 24, 2014 @ 4:00PM

DISCLAIMER

The contents and information provided in this Request for Qualifications are meant to provide general information to interested parties. The successful responders may be required to execute an Agreement with the Authority that will govern the rights, duties and obligations between the Authority and the successful Responders. THE TERMS SET FORTH WITHIN THIS REQUEST FOR QUALIFICATIONS DO NOT CONSTITUTE ANY CONTRACT BETWEEN THE AUTHORITY AND THE SUCCESSFUL RESPONDER(S). MOREOVER, THE AUTHORITY ACCEPTS NO RESPONSIBILITY FOR ANY OMISSIONS OR DELETIONS RELATING TO THIS REQUEST FOR QUALIFICATIONS.

TABLE OF CONTENTS

I. INTRODUCTION

- A. Purpose and Intent
- B. Background
- C. Overview of the Authority

II. SUBMISSION OF STATEMENT OF QUALIFICATION

- A. Required Components of the response to the RFQ
- B. Submission of statement of qualifications

SECTION I - INTRODUCTION

PURPOSE AND INTENT

This Request for Qualifications ("RFQ") is being issued by the Delaware River Port Authority ("Authority") for the purpose of identifying potential interest rate hedge agreement counterparties ("Potential Counterparties") who (i) meet certain minimum credit rating threshold (the "Minimum Credit Ratings" defined below) and (ii) are willing to enter into one or both of two (2) interest rate hedge (swap) agreements (the "Proposed Swaps") with the Authority under terms more fully described below. Subsequent to the identification of Potential Counterparties, the Authority intends to undertake a competitive or negotiated process to select a Counterparty or Counterparties with whom it may execute the swap agreements and, in connection therewith shall determine pricing for such swap agreements.

BACKGROUND

The Authority has previously entered into and has outstanding two (2) "Interest Rate Hedge Agreements" (as such term is defined under the Authority's "1998 Revenue Bond Indenture" dated July 1, 1998, as amended and supplemented¹), with UBS AG as counterparty including the "1995 Revenue Bonds Swaption" and the "1999 Revenue Bond Swaption", as each term is defined and described in the Authority's most recent Official Statement related to the Authority's \$476,585,000 Revenue Bonds, Series of 2013 dated December 3, 2013 (the "2013 OS"), a copy of which is available for viewing on the MSRB's Electronic Municipal Market Access or EMMA website (www.emma.msrb.org). Meanings of capitalized terms not otherwise defined in this RFQ can be found in Appendix B to the 2013 OS.

Listed below are certain of the material terms of the above-mentioned swap agreements:

Term	1995 Revenue Bonds Swaption	1999 Revenue Bond Swaption
Current Notional Amount Outstanding	\$287,800,000	\$337,255,000
Scheduled Termination Date	1/1/2026	1/1/2026
Fixed Rate Leg (payable semi-annual)	5.447%	5.738%
Floating Rate Leg (payable monthly)	66% of 1 ML	66% of 1 ML
Priority of Regularly Scheduled Payments	Secured under the "Trust Estate" under the 1998 Revenue Bond Indenture on parity with debt service on Revenue Bonds	Secured under the "Trust Estate" under the 1998 Revenue Bond Indenture on parity with debt service on Revenue Bonds
Priority of Termination Payments payable by the Authority	General obligation of the Authority payable from the 1998 General Fund (subordinate to the payment of debt service on Revenue Bonds)	General obligation of the Authority payable from the 1998 General Fund (subordinate to the payment of debt service on Revenue Bonds)
Estimated MTM valuation (as of 9/23/2014)	(\$68,942,000)	(\$87,009,000)

¹ The 1998 Revenue Bond Indenture is the only outstanding and operative bond indenture for Revenue Bonds of the Authority. The prior General Bond Resolution (adopted 4/17/1985) and the 1995 Revenue Bond Indenture (adopted 11/15/1995) have been retired and no bonds remain outstanding thereunder.

The 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption serve as hedges to the Authority's 2008 Revenue Bonds and 2010 ABC Revenue Bonds, which bonds are currently outstanding as variable rate debt obligations secured by various letters of credit as more particularly described in the 2013 OS. The 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption, effectively convert the 2008 Revenue Bonds and the 2010 ABC Revenue Bonds, as variable rate obligations, to fixed rate obligations.

The Authority seeks to terminate the 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption with UBS AG and to enter into substantially similar Interest Rate Hedge Agreements with a Potential Counterparty or Counterparties in order to effectively *novate* the 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption from UBS AG to the selected Potential Counterparty(ies) (through the termination and replacement thereof). The specific terms and conditions under which the Authority is prepared to enter into new Interest Rate Hedge Agreements are included in the proposed ISDA Master Agreement, Schedule to Master Agreement, Credit Support Annex and two (2) respective Confirmations included in Exhibit A to this RFQ.

Subsequent to the determination of Potential Counterparties through this RFQ, the approved qualified respondents will be authorized to negotiate the pricing with UBS AG pursuant to which UBS AG will be willing to terminate the existing 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption. The subsequent competitive process, if undertaken, is expected to be awarded to the Potential Counterparty or Counterparties who offers to provide the highest up-front payment to the Authority for executing the new Interest Rate Hedge Agreements with the Authority while simultaneously paying an amount to UBS AG or otherwise satisfying UBS AG, as negotiated between the Potential Counterparty and UBS AG, to terminate the existing 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption.

The Authority adopted a resolution authorizing this transaction (Resolution "DRPA-14-116" attached hereto in Exhibit A) including the adoption of a "swap policy" and the adoption of the ISDA August 2012 Dodd-Frank Protocol ("Protocol 1.0") and the ISDA March 2013 Dodd-Frank Protocol ("Protocol 2.0"), at its Board of Commissioners meeting of September 18, 2014. The Authority anticipates adopting the Protocol 1.0 and Protocol 2.0 in advance of the submission due date of this RFQ.

OVERVIEW OF THE AUTHORITY

The Authority owns and operates four major bridge crossings over the Delaware River between Pennsylvania and New Jersey in the Philadelphia area, including: the Betsy Ross Bridge (between Philadelphia, Pennsylvania and Pennsauken, New Jersey); the Benjamin Franklin Bridge (between Philadelphia, Pennsylvania and Camden, New Jersey); the Walt Whitman Bridge (between Philadelphia, Pennsylvania and Gloucester City, New Jersey); and the Commodore Barry Bridge (between Chester, Pennsylvania and Bridgeport, New Jersey).

The Authority also owns and operates, through its operating subsidiary, Port Authority Transit Corporation (PATCO), the PATCO High Speed Line which runs from Lindenwold, New Jersey to Philadelphia, Pennsylvania. Associated with each bridge and the PATCO facilities are numerous office buildings, maintenance shops and garages, and other buildings and structures.

Additional information regarding the Authority and its operations can be obtained by reviewing the annual reports available on the Authority's website (www.drpa.org, "*About DRPA, Annual Reports*"). (**Note:** Annual reports for the years 2001 thru 2012 have been posted to the website.)

AVAILABLE DOCUMENTS FOR THE PREPARATION OF THE RESPONSE TO THIS RFQ

The following documents are available for review and preparation of the response to this RFQ:

- RFQ;
- Proposed ISDA Master Agreement, Schedule to Master Agreement, Credit Support Annex and Confirmations for the Proposed Swaps (attached within Exhibit A to this RFQ);
- Adopted Authority Board Resolution "DRPA-14-116" (attached within Exhibit A to this RFQ);
- Insurance Requirements (attached as Exhibit B to this RFQ);
- Political Contribution Disclosure Policy and Forms (attached as Exhibit C to this RFQ);
- ISDA Master Agreement, Schedule to Master Agreement, Credit Support Annex and Confirmations for the existing 1995 Revenue Bonds Swaption and 1999 Revenue Bond Swaption (available at separate link on same page as this RFQ);
- 1998 Revenue Bond Indenture (including all adopted amendments and supplements thereto) (available at separate link on same page as this RFQ);
- 2013 OS (available on EMMA website:
<http://emma.msrb.org/IssueView/IssueDetails.aspx?id=EA349354>);
- DRPA Annual Reports (available on www.drpa.org)

- **SECTION II – SUBMISSION OF STATEMENT OF QUALIFICATIONS**

A. REQUIRED COMPONENTS OF THE RESPONSE TO THE RFQ

Respondents must address the following issues or questions in their response (“Qualification Statement”) to the RFQ:

- **Cover Letter.** Please include the full legal name and business address of the Respondent (not to exceed one page).
- **Acknowledgements.** The return of the RFQ cover sheet and all addenda acknowledgements signed and completed as required.
- **Contact Information.** Provide the name and address of the firm; the name, telephone number, fax number, and e-mail address of (i) the principal professionals to be assigned to the Authority and (ii) the individual(s) responsible for the preparation of the response to this RFQ.
- **Minimum Credit Ratings.** Potential Counterparties must carry at least two long term credit ratings from Moody’s, S&P or Fitch in the double A category to be eligible Respondents. Please list all of the current long term ratings of the proposed Potential Counterparty.
- **Acceptance of Terms.** Provide an affirmative statement of a willingness to accept the terms for the Proposed Swaps as detailed in the attached Master Agreement, Schedule to Master Agreement, Credit Support Annex and two (2) respective Confirmations included in Exhibit A to this RFQ. Pricing for the Proposed Swaps is not to be determined through the issuance of this RFQ or the resulting Qualification Statements, but is intended to be determined through a competitive or negotiated process to be conducted subsequent to the determination of Potential Counterparties. It is acknowledged that execution of the Proposed Swaps is contingent upon determination of satisfactory pricing by the Potential Counterparty and the Authority.
- **Insurance Coverage.** Include a summary of your insurance coverage applicable to the services described herein. Such coverage must be adequate to sufficiently cover the services detailed herein and must include at a minimum, general liability insurance coverage (see Exhibit B).
- **Political Contribution Disclosure.** Respond to the “Vendor Political Contribution Disclosure” policy of the Authority (attached hereto as Exhibit C) including (i) the “Political Contribution Disclosure Form” and (ii) the “Certification Prohibition on Contracting with Vendors who make Certain Political Contributions”. **Please note, the response to this required component must be enclosed in a separate sealed envelope and contained within the required “hard copy” RFQ responses or the electronic version of the RFQ response.**
- **Office Location.** The location of Respondent’s office, if other than the vendor’s main office, at which the Respondent proposes to perform services required under this RFQ.
- **Conflicts.** Describe any existing or potential conflicts of interest your firm might have, or which reasonably might arise, due to your involvement with the Authority.
- **Regulatory Compliance.** Indicate whether the firm is in compliance with applicable regulations and the nature of any non-compliance, including the SEC, MSRB and banking regulators.

- **Material Adverse Litigation.** If the Respondent or any principal therein has been engaged as a defendant in any litigation involving a sum of \$100,000 or more and/or has been subject to any professional disciplinary action over the last three (3) years, the Respondent must provide a description of the litigation and/or disciplinary action, and if applicable, present status of said action (s).
- **Investigations.** Please provide a brief summary of any ongoing investigations or administrative proceedings involving the Respondent, its directors, officers and principals and any individuals employed by the Respondent that relate to the performance of the Respondent in the underwriting, or remarketing, of securities or the provision of derivatives. Include in the response any investigations or proceedings by federal or state authorities.

B. SUBMISSION OF STATEMENT OF QUALIFICATIONS

Written Qualification Statements shall be submitted to the following address:

Delaware River Port Authority
One Port Center
2 Riverside Drive, P.O. Box 1949
Camden, New Jersey 08101-1949
Attention: Howard Korsen, Manager, Contracts Administration

To be considered, six (6) copies of your response directed to the above-mentioned address must be received by the Authority no later than 4:00 p.m. on Monday, November 24, 2014 clearly marked **“Delaware River Port Authority, Statement of Qualifications Response to RFQ for Interest Rate Hedge Agreement Counterparty”**. **Please note that the response to the Political Contribution Disclosure must be in a separate sealed envelope and not contained within the remainder of the response.** A single envelope/box may contain (i) the hard copy responses to this RFQ and (ii) separate sealed response to the Political Contribution Disclosure. The Authority will not accept responses via fax. Late submissions will not be accepted and will be returned unopened. The phone number for express deliveries is 856-968-2083. In addition to the hard copy delivery, please send a copy of your response in pdf form (without including the response to the Political Contribution Disclosure) via email to James White (jmwhite@drpa.org), and Howard Korsen (hmkorsen@drpa.org). The time of receipt of the hard copy response will determine, whether the Respondent is in compliance with the RFQ deadline.

Questions regarding this RFQ may be submitted to James White (jmwhite@drpa.org) no later than 4:00 pm on Thursday, October 23, 2014. Please include the following language in the email subject line “DRPA Swap Novation RFQ Question”. Responses to questions will be posted on the Authority’s web site by Thursday, October 30, 2014.

No oral, written or other form of amendment will be accepted by the Authority after this time, unless requested by the Authority. The Authority reserves the right to reject any or all submissions, to waive any requirements of the RFQ and to modify or amend, with the consent of the respondent, submissions. All submissions become the property of the Authority. Nothing in the submission shall be considered proprietary or confidential. There will be no debriefings of unsuccessful respondents.

By responding to this RFQ, Respondents acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of your response. Qualification Statements should cover all information requested in Section II.A of this RFQ

Submissions should provide a straightforward and concise delineation of the respondent statement. All documents/information submitted in response to this solicitation shall be

available to the general public. The Authority reserves the right, in its sole and absolute discretion, to reject any and all responses, with or without cause, and waive any irregularities or informalities in the responses. The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Respondents. The Authority reserves the right to issue amendments to this RFQ or to re-solicit responses.

EXHIBIT A

- 1. Proposed ISDA Master Agreement, Schedule to ISDA Master Agreement, Confirmations and Credit Support Annex**
- 2. Adopted Board Resolution “DRPA-14-116” including adopted Swap Policy**

EXHIBIT B
INSURANCE REQUIREMENTS

Prior to commencement of any services under any Contract, the Counterparty, as applicable, and each and every Counter-parties of the Counterparty, as applicable, shall at its sole expense, maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business or on an admitted basis in the jurisdiction in which the services are performed and furnish to the Authority Certificates of Insurance evidencing same. In addition, Respondent is required to forward these Insurance Requirements to the Counterparty, Insurance Agent/Broker for their review and approval.

The term Counterparty, as used in these Insurance Requirements shall mean and include Counterparty, and Counter-parties of the Counterparty.

1. Professional Liability Coverage (a.k.a, "Errors and Omissions"): Counterparty shall maintain insurance covering losses caused by Professional services that arise from the operations described under the scope of services of this Contract.
 - a) Per Claim Limit: \$10,000,000
 - b) Aggregate Limit: \$10,000,000
 - c) If coverage is written on a Claims-made basis, the Counterparty warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of three (3) years beginning when the services under the contract are completed.
2. Cyber Liability/Privacy Liability/Loss or Breach of Data Liability Coverage: The Counterparty shall maintain insurance covering third party (including DRPA/PATCO employees) privacy liability claims resulting from theft, loss, or unauthorized display/use of confidential information, such as confidential third party corporate and/or personally identifiable information in your care, custody or control (electronically, on paper, or on a laptop). Such insurance must include coverage for a Counterparty employee causing the loss or breach. Coverage shall also be provided for liability arising from any confidential information that will be transferred or any transactions that will occur over the Internet (including breach of confidentiality or credit injury to any DRPA customer or vendor arising out of these Internet activities).
 - a) Aggregate Limit: \$10,000,000
 - b) If coverage is written on a Claims-made basis, the Respondent warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an Extended Discovery Period will be purchased for a period of three (3) years beginning when the services under the contract are completed.
3. Workers' Compensation and Employers Liability: Statutory benefits as required by the Workers' Compensation Laws of the Commonwealth of Pennsylvania and the State of New Jersey, and reference to such compliance made on all certificates of insurance. An All Other States endorsement may satisfy this requirement.
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$1,000,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Each Employee
Bodily Injury by Disease:	\$1,000,000 Policy Limit

4. Commercial General Liability:

- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$1,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000

5. Commercial Umbrella Liability:

- a) Occurrence Limit: \$2,000,000
- b) Aggregate Limit (where applicable): \$2,000,000
- c) Policy to apply excess of the Commercial General Liability and Employers Liability Coverage's.

6. Financial Rating and Admitted Status of Insurance Companies:

- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class VII or Higher
- c) Insurance companies lawfully authorized to do business or on an admitted basis in the jurisdiction in which the services are performed.

7. The Delaware River Port Authority (including their agents, employees, representatives, officers, directors, stockholders, members and managers) shall be added as ADDITIONAL INSURED on all liability policies, except for the Workers' Compensation and Professional Liability policies. The coverage offered to the ADDITIONAL INSURED on Counterparty liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss.

8. It is agreed the Counterparty insurance will not be canceled, materially changed or non-renewed without at least thirty (30) days advance written notice to the Authority. An endorsement or the equivalent of, to all insurance policies, shall contain a 30 day notice of nonrenewal or cancellation except for non-payment of premium 10 days as provided under the PA or NJ Changes Cancellation and Nonrenewal as issued by the insurance companies and such endorsement copy should be provided with the insurance certificates.

9. Any type of insurance or any increase in limits of liability not described above which the Counterparty requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

10. The amount of insurance provided in the aforementioned insurance coverage's, shall not be construed to be a limitation of the liability on the part of the Counterparty or any of their counter-parties. The carrying of insurance described shall in no way be interpreted as relieving the Counterparty of any responsibility or liability under the contract.

11. Prior to the commencement of services and/or payment, the Counterparty shall file Certificates of Insurance with the Authority. Such Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to the Authority, regardless of when your services will commence. Counterparty's obligation to provide the insurance set forth herein shall not be waived by any

failure to provide a Certificate of Insurance, the Authority's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Authority's direction to commence services.

12. **Indemnification**

To the fullest extent permitted by law, Respondent agrees to indemnify, hold harmless and defend the Authority and their agents, employees, representatives, officers, directors, stockholders, members, managers and parent, subsidiary and affiliated companies (the "Indemnified Parties") from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including Respondent employees) or damage to any property of whatsoever kind or nature or personal injury or advertising injury or economic loss arising out of or in any manner connected with the scope of services to be performed for the Indemnified Parties even for, and if caused in whole or in part by, any act, omission, or negligence of the Indemnified Parties. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Respondent employees and that Respondent expressly waives any defense to this indemnification obligation which may arise under the Workers' Compensation Act of any State. In addition, Respondent shall defend the Indemnified Parties against any claim which may potentially give rise to indemnification of the Indemnified Parties, even if such claim alleges that the Indemnified Parties are wholly or partially at fault for causing the loss. If Indemnification for the Indemnified Parties' sole negligence is expressly prohibited by Law, such defense shall continue until it is conclusively established by a court of competent jurisdiction that: 1) the Indemnified Parties are solely liable for causing the bodily injury or property damage alleged; and 2) that neither Respondent nor its employees nor any Subcontractor to Respondent is liable; at which time the Indemnified Parties will absorb all costs of defense. If there are any damages or claims of any kind or nature unsettled when the subcontract services are finished, the final payment by the Authority shall be deferred until all such claims shall have been adjusted or suitable coverage or indemnity acceptable to the Authority is provided by Respondent or Respondent insurance carrier.

13. In no event are you to commence services until a Certificate of Insurance showing coverage in the aforementioned amounts required is received and approved by the Authority. Any services performed without having the Certificate of Insurance received and approved by the Authority is at Respondent own risk.
14. The obligations of the Respondent to maintain Insurance and provide Indemnification shall survive any termination of any Agreement or the suspension, completion and/or acceptance of the services or any part thereof, or final payment to Respondent, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.

EXHIBIT C
VENDOR POLITICAL CONTRIBUTION DISCLOSURE

Form IG -3

Amended 12/12/12

VENDOR POLITICAL CONTRIBUTIONS POLICY

PURPOSE: The following policy is established by the Board of Commissioners (Board) to ensure the Delaware River Port Authority (DRPA) and Port Authority Transit Corp. (PATCO) is conducting business in an open, transparent, and ethical manner. This policy pertains to all bids, proposals, quotes, and/or statements of qualifications submitted to the DRPA and PATCO.

SCOPE: Defines the circumstances under which the Authority shall be prohibited from contracting with vendors who make certain political contributions.

POLICY:

1. All current and/or prospective vendors seeking to enter into an agreement or otherwise contract to provide any material, supplies or equipment to the Authority, or to acquire, sell, or lease any land or building from the Authority, if such contract or agreement is in excess of \$25,000 in value, the vendor will be required to submit a Political Contribution Disclosure Form and a Certification Form prior to the execution of an agreement or contract with the Authority. The business entity shall have a continuing duty to report any contribution it makes during the term of the contract. The political contributions to be disclosed are limited to those made on the local, county, and state levels in Pennsylvania and New Jersey.

2. If a business entity makes a contribution during the term of the contract or agreement, the entity must disclose the contribution within 30 days of the contribution. The entity will be required to disclose the candidate, date of contribution and the amount of the contribution within 30 days of contribution.

3. Definitions

"Contribution" means a contribution which is a reportable contribution in accordance with either 25 P.S. §3241 et. seq. or N.J.S.A. 19:44A-1 et. seq., as applicable, made on or after the date hereof.

"Business entity" means:

- i. a for-profit entity as follows:

- A. in the case of a corporation: the corporation, any officer of the corporation, and any person or business entity that owns or controls 10% or more of the stock of the corporation;

- B. in the case of a general partnership: the partnership itself and any partner controlling 10% or more of the partnership interest;

- C. in the case of a limited partnership: the limited partnership and any partner controlling 10% or more of the limited partnership interest;
 - D. in the case of a limited liability company: the limited liability company and any member controlling 10% or more of the limited liability company;
 - E. in the case of a limited liability partnership: the limited liability partnership and any partner controlling 10% or more of the limited liability partnership;
 - F. in the case of a sole proprietorship: the proprietor; and
 - G. in the case of any other form of entity organized under the laws of this State or any other state or foreign jurisdiction: the entity and any principal, officer, or partner thereof;
- ii. any subsidiary directly or indirectly controlled by the business entity;
 - iii. any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and
 - iv. 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 the individual, that, this policy shall not apply to a contribution made by such spouse, civil union partner, or child to a candidate for whom the contributor is entitled to vote or to a political party committee within whose jurisdiction the contributor resides unless such contribution is in violation of Section 6 of this policy.
4. It shall be a breach of the terms of any contract with the Authority for a business entity to: (i) knowingly conceal or misrepresent a contribution given or received; (ii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iii) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of this policy; (iv) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (v) engage in any exchange or contributions to circumvent the intent of this policy, or (vi) directly or indirectly, through or by any other person or means, do any act which would subject that entity to the restrictions of this policy.
5. A business entity which is determined by the Authority to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this policy shall be barred by the Authority from contracting with the Authority for up to five years.

6. Notwithstanding anything contained herein to the contrary, nothing contained herein shall prohibit the Authority from contracting with a vendor where the Chief Executive Officer is authorized to act pursuant to the Emergency Powers provisions under the By-laws.

7. Nothing contained in this policy shall be construed as affecting the eligibility of any business entity to perform a contract with the Authority because that entity made a contribution during the two-year period immediately preceding the effective date of this policy. This policy shall be effective as of January 1, 2011.

PROCEDURE: Vendors are required to submit a Political Contribution Disclosure Form and a

Certification Form on all bids, proposals, quotes, and/or statements of qualifications for contracts in the amount of \$25,000 or more.

The requested forms must be submitted in a separate sealed envelope from the rest of the proposal. These forms shall not be submitted in the Technical Proposal or Cost Proposal.

The Political Contribution Disclosure Form and Certification Form will be forwarded to the OIG for review. OIG will determine whether the Vendor is in compliance with DRPA policy. OIG will also review the Political Contribution Disclosure Form for any potential conflict or direct conflict of interest with members of the Board. OIG will address any potential conflict or actual conflict with the Board member pursuant to OIG guidelines.

Failure to submit these forms will result in the disqualification of the Vendor's bid, proposal, quote, or statement of qualification.

This form or its permitted facsimile must be submitted to the Authority simultaneously with the delivery of a bid for any contract of the Authority.

Vendor Name:			
Address:			
City:		State:	Zip:

Signature Printed Name Title

Disclosure requirement: Disclosure must include all reportable political contributions over the past four (4) years on the form provided. **Please mark “None” or “N/A” if no contributions to be disclosed. A blank form does not constitute an acceptable submission.**

[illegible]

**CERTIFICATION
PROHIBITION ON CONTRACTING
WITH VENDORS WHO MAKE CERTAIN POLITICAL CONTRIBUTIONS**

The Proposer hereby certifies that it has not made a contribution that would bar the award of the Contract pursuant to the Prohibition on "Contracting with Vendors who Make Certain Political Contributions" Policy and shall report any contribution it makes during the term of the Contract.

Date _____

Signature _____

Company Name _____

Title _____