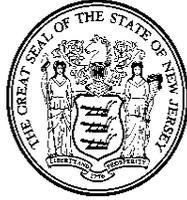


CASINO REINVESTMENT DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSALS

For:	FACILITIES MANAGEMENT SERVICES
	Atlantic City Convention Center Historic Boardwalk Hall West Hall

Event	Date	Time
Facilities Tour and Pre-Proposal Meeting	September 24, 2019	10:00 am
Respondent's Questions Due Date	September 27, 2018	3:00 pm
Proposal Submission Due Date	October 11, 2018	3:15 pm

Dates and times 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
Phone 609-347-0500

Date Issued: September, 2018

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

Facilities Management Services

Atlantic City Convention Center, Historic Boardwalk Hall, West Hall

The Casino Reinvestment Development Authority (the “Authority” or “CRDA”) is soliciting proposals from qualified firms to provide Facilities Management Services at the Atlantic City Convention Center, Historic Boardwalk Hall and West Hall. This Request for Proposals (“RFP”) for Facilities Management Services is available on the Authority’s website at www.njcrda.com, as a PDF file or for pick up at the offices of the CRDA at 15 South Pennsylvania Avenue, Atlantic City, New Jersey 08401 during normal business hours.

A tour and pre-proposal meeting is scheduled for **September 24, 2018 at 3:00 pm** eastern prevailing time. **All interested Respondents should register with the Authority by sending an email to Mr. Michael Rowe at mrowe@positiveimpact.net prior to the facilities tour and pre-proposal meeting.** Proposals will be received, and opened in public at the CRDA, 15 South Pennsylvania Avenue, Atlantic City, New Jersey on **October 11, 2018 at 3:15 p.m. eastern prevailing time.** The Authority does not accept any responsibility for the timeliness of any mail, delivery or courier service. Sealed proposals shall be submitted in the manner prescribed in the RFP. The sealed envelopes must be labeled “**Request for Proposals – Facilities Management Services**” and contain the proposal opening date and Respondent’s name and address.

All questions regarding this RFP must be submitted in writing in accordance with the requirements, and by the date and time indicated on the face page, of the RFP.

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

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401

Dated: September 2018

1.0 GENERAL INFORMATION

1.1 Background

A. The Casino Reinvestment Development Authority (the “Authority” or “CRDA”) is an independent authority created in 1984 by Chapter 218 of the laws of the State of New Jersey (*N.J.S.A. 5:12-153, et seq.*), as amended by P.L. 2011, C. 18, P.L. 2012, C. 34, and P.L. 2016, C.5 (collectively, the “CRDA Act”).

B. The Authority facilitates economic and community development in Atlantic City by leveraging its available assets and revenues with private investment capital to support redevelopment projects throughout the City. Supporting these efforts, the CRDA also oversees land use planning and clean and safe initiatives in the Atlantic City Tourism District. Concurrently, the CRDA continues its mission to attract visitors to Atlantic City by presenting world class entertainment events and conventions at Historic Boardwalk Hall, the Atlantic City Convention Center and other local venues.

C. In April of 2013, pursuant to changes to the CRDA Act, the Authority merged and consolidated the Atlantic City Convention Center and Visitors Authority (“Convention Center Authority”) into the Convention Center Division of the CRDA. As a result of this consolidation, the Authority assumed all of the rights, obligations, duties, and powers of the Convention Center Authority, and in the fourth quarter of 2014 assumed ownership of the Atlantic City Convention Center (“ACCC”) and the West Hall of Boardwalk Hall (“West Hall”), and operational control of the East Hall of Boardwalk Hall (“East Hall”) (East Hall and West Hall collectively referred to as “HBH” or “Jim Whelan Boardwalk Hall”) (with ACCC and HBH collectively referred to hereinafter as the “Facilities”).

D. About the Atlantic City Convention Center

Since opening on May 1, 1997, the Convention Center has hosted a wide array of events from large public shows, conventions and trade shows, to meetings and conferences. The Convention Center is the centerpiece of a multi-billion dollar redevelopment plan that included several CRDA-sponsored and funded initiatives, including: The Walk, a retail and entertainment complex, numerous neighborhood development projects, Boardwalk Hall renovation, the Grand Boulevard, the Sheraton Convention Center Hotel, and casino licensee expansion projects.

The Convention Center, designed to incorporate and reflect Atlantic City’s seaside location, won the prestigious “Award of Excellence in Architectural Design” from the Pennsylvania Society of Architects. The facility contains 500,000 contiguous square feet of space and occupies a site of nearly 31 acres, making it one of the East Coast’s largest convention centers. One of the most sophisticated facilities of its kind in the nation, the Center features cutting edge communications technology and offers the instantaneous transfer of information throughout the building or across the globe.

Five spacious exhibit halls are located on the building’s second level, ranging in size from 29,400 square feet to 199,500 square feet. The rooms can be contracted individually, adjoined or easily

configured to meet a client's needs. Hall A, at 29,400 square feet, can be transformed into a ballroom or banquet hall. Services available in each exhibit hall include electric, water, voice/data, exhaust, compressed air, drain, and MATV. A Show Manager's Office, Press Office and securable storage space are also conveniently located adjacent to each exhibit hall.

The Center's 45 meeting rooms surround the expansive atrium lobby and total 109,100 square feet. Room dimensions range from 672 square feet to 11,880 square feet. The rooms' amenities include soundproof panels, assisted listening systems and voice, video and data communications capabilities. MATV connection for audio and video playback from point to point makes possible an "in-house television station" for event promotion and messaging. Room 311, a sophisticated Executive Level Presentation Room, features a large screen projection system with integrated video conferencing and videotape and audio input, ideal for interactive meetings and product demonstrations from the Convention Center to any point in the world. The room was planned, executed and continues to be managed by Verizon's Enterprise Solutions Group. The Center's ample pre-function space, more than 32,000 square feet, is well suited to registration, retail or dining needs. The building is served by 29 covered loading docks, four drive-in doors, mechanical elevators, and 1,400 indoor parking spaces.

Transportation to and from the Center is serviced by New Jersey Transit rail that connects the Atlantic City Rail Terminal with Philadelphia, and local Jitneys, buses and taxis to provide service to other points within the city and the Atlantic City Airport. A pedestrian air bridge links the Convention Center to the adjoining Sheraton Hotel. Located within a few hours drive of nearly one third of the nation's population and 20 percent of the country's business addresses, the Center is easily accessible for convention, trade show and meeting attendees.

E. About Jim Whelan Boardwalk Hall

Boardwalk Hall has played host to a variety of entertainment and sporting events throughout its 81 year history and is a premier entertainment venue for visitors and residents alike. Built in 1929 to host the city's growing convention industry, the historic Hall was touted an architectural marvel at that time. With its large 137 foot-high barrel vault ceiling, the "Atlantic City Convention Hall," as it was formerly known, laid claim to the world's largest clear span space during that period.

Boardwalk Hall takes pride in a number of firsts. In 1930, it hosted the nation's first indoor college football game; from July 1942 until November 16, 1945 the Army Air Forces used Convention Hall as a headquarters and training facility during World War II; the country's first indoor helicopter flight was made here in 1970, and Boardwalk Hall was listed on the United State Register of Historic Places as a National Historic Landmark in 1987. Many celebrated artists have performed at Boardwalk Hall including The Beatles, Frank Sinatra, the big band orchestras of Louis Armstrong, Count Basie and Woody Herman, Luciano Pavarotti, The Police, the Rolling Stones and many more.

In 1973, the West Hall was added to the complex originally to provide additional exhibit space. Today, West Hall provides staging and additional parking for large events.

In December 1998 the facility began an extensive three year, \$90 million renovation and restoration that would transform the building into a modern special events arena capable of variable seating for up to 14,770 people. In 2001, the new, more modern Hall was unveiled with much fanfare. Renamed "Boardwalk Hall," the building was officially re-opened with a moving patriotic ceremony held on October 11, 2001 to honor those who serve and protect our country, state and communities.

Since reopening, a host of world-class entertainers and national touring productions have taken the legendary stage, such as icons Lady Gaga, Elton John, Bruce Springsteen, Paul McCartney, Barbara Streisand, Madonna, The Rolling Stones, Jimmy Buffett, and Andrea Bocelli, among others. Boardwalk Hall has also showcased some of the most exciting professional boxing matches carded in recent history, including 2008's Kelly Pavlik vs. Gary Lockett WBC/WBO Middleweight Championship showdown and Ring magazine's 2003 Fight of the Year, Gatti vs. Ward III. Other popular sports and family entertainment have included the annual Atlantic 10 Men's Basketball Championship, Professional Bull Riders, New Jersey's State High School Wrestling Championships, Walking With Dinosaurs, Disney On Ice, Ringling Bros. and Barnum & Bailey Circus and WWE. From 2011 through 2013, Boardwalk Hall will play host to the ECAC Hockey Men's Championship.

Quality entertainment has garnered high honors for Boardwalk Hall's box office in recent years. In 2003, 2004 and 2007, leading trade publications, Billboard magazine and Venues Today have ranked Boardwalk Hall as the top grossing mid-sized arena in North America. In 2005, 2006 and 2008, those same publications listed Boardwalk Hall as the highest grossing mid-sized arena in the world.

F. Capital Projects in the Facilities

Over the past four years, the Authority has invested significant financial resources to complete capital maintenance projects in the Facilities. These capital projects are on-going and will continue to position the Facilities as attractive venues for entertainment and other events.

G. Labor Agreements and Key Service Providers

The current facilities manager has collective bargaining agreements with the following unions:

1. International Brotherhood of Teamsters, Local 331 (Clerical employees)
2. Stationary Engineers, Local 68 (HVAC operators)
3. IBEW, Local 351 (Electricians)
4. International Brotherhood of Painters and Allied Trades, Local 711
5. AFSCME, Local 2303B (Custodial)
6. Laborers International Union of North America, Local 1412 (Security)

It's been the practice of the current facilities manager to hire temporary and casual labor from the following unions on an as-needed basis for conventions and shows:

1. Ticket Sellers, Local 752

2. IATSE Local 77 (Stagehands)
3. IBEW, Local 351 (Electricians)
4. Laborers, Local 415
5. Painters, Local 711
6. Carpenters, Local 623 and
7. Plumbers, Local 322.

The current food and beverage service agreement for the Facilities expires December 31, 2018, and the Authority is soliciting for these services contemporaneously with this RFP. The Convention Center provides power supply, outlets and plumbing connections to exhibit areas and booths. PSAV Presentation Services offers clients with audio-visual service and assistance with the center's technological capabilities. The UPS Business Center, conveniently located on the Convention Center premises, showcases a full line of products and services including document finishing, faxing, color and black and white copying, cellular phone rental, packaging and package shipping and receiving, and a range of office and sundry supplies. Verizon Enterprise Solutions Group provides total integrated network solutions allowing exhibitors and visitors' utilization of a variety of basic and advanced business communications applications.

1.2 Overview

A. The CRDA is seeking proposals under this RFP for a facilities manager for the Atlantic City Convention Center, Historic Boardwalk Hall and West Hall, all located in Atlantic City, New Jersey (the "Facilities Management Services") as more fully described in Section 2.0 of this RFP.

B. The CRDA's goal is to grow the convention, meeting and event business at the Facilities and to effectively promote Atlantic City as the premier convention, meeting and event destination. The CRDA is seeking a facilities management partner, who will bring innovative sales and marketing solutions that fully leverage the Facilities and the amenities of Atlantic City.

C. The intent of this RFP is to award a contract to the respondent whose proposal, conforming to the requirements of this RFP, is most advantageous to the Authority, based on price and other factors described more fully in this RFP. The Authority, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term when deemed to be in the Authority's best interest. **The Authority may award a contract for a maximum term of seven (7) years, with an initial term of five (5) years. The Authority will reserve the right to renew the Agreement after the initial term for up to one (1) additional two-year term. The Authority will have the option to cancel the Agreement without cause at any time after the 3rd anniversary.**

D. The Authority reserves the right to reject any and all proposals when it is determined by the Authority to be in its best interest. The Authority further reserves the right to waive minor irregularities in proposals submitted in response to this RFP.

1.3 Summary of Proposal Process

A. A Facilities Tour and Pre-Proposal Meeting will be held on the date and time identified on the cover page of this RFP. **All Respondents must register to attend this pre-proposal meeting by sending an email to the Authority, as detailed on Page 1 above. The subject line of the email should read, "Pre-Proposal Meeting," and the email should identify the Respondent's representatives who will be attending the meeting.** Requests to tour the Facilities other than during the pre-proposal meeting may be accommodated depending on staff availability.

B. After the Facilities Tour and Pre-Proposal Meeting all questions concerning this RFP must be submitted in writing in accordance with **Section 1.5** of this RFP. The pre-proposal meeting will be transcribed and the transcription will be included as Addenda to the RFP. Only those written answers in the transcript and subsequent written addenda, if any, are the official Authority response to questions. **Verbal answers at any time, including during facility tours, meetings or the pre-proposal meeting, are not the official information from the Authority or its agents, and shall not be used by or relied upon by the Respondents.**

C. Each Respondent shall carefully examine all RFP documents, specifications and any and all Addenda or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should a Respondent find discrepancies or ambiguities, or omissions in the RFP, or should the Respondent be in doubt as to the meaning of any terms or conditions of this RFP, Respondent shall submit a request for clarification by the Respondent's Questions Due Date identified on the cover page of this RFP. Any interpretation or correction of the RFP will be made only by written Addenda posted to the CRDA's website. No allowance will be made after proposals are received for oversight, omission, error or mistake by Respondent.

D. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Respondent from the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any term of or payment required by the Agreement.

E. Where required by the terms and conditions of this RFP, proposals must adhere in all respects to the form set forth herein. Proposal forms must be complete, signed, and dated where indicated. The proposal and any clarification to the proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in contract.

F. Respondent's proposal bond or certified check must be placed in a separate envelope, marked as "Proposal Bond" and attached to the outside of the proposal package.

G. The official clock is the date/time machine located at the reception desk of the Authority, 15 South Pennsylvania Avenue, Atlantic City, New Jersey 08401. Respondents are solely responsible for timely receipt of proposals.

H. Proposals may be withdrawn by the Respondent and resubmitted in accordance with **Section 1.12** of the RFP.

I. The proposal opening will be held at the main offices of the CRDA on the date and beginning at the time set forth on the cover page of this RFP. Proposals delivered after the Proposal Submission Due Date and time will not be opened or considered.

J. Except as provided in this RFP, alternative financial proposals will not be considered by the Authority.

K. Respondent's intellectual property disclosed in its proposal may be subject to disclosure in accordance with **Section 1.10** of the RFP.

L. The Authority reserves the right to reject any or all proposals in whole or in part, to waive irregularities, and to accept proposals, which appear to be in the best interest of the CRDA. The Authority further reserves the right to accept or reject any exception taken by a Respondent to the terms and conditions of this RFP.

1.4 Performance Bond

THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO FURNISH A PERFORMANCE BOND IN A FORM APPROVED BY THE AUTHORITY IN AN AMOUNT OF \$1,000,000 FOR EACH YEAR OF THE CONTRACT. THIS BOND MUST BE SUBMITTED TO THE AUTHORITY PRIOR TO COMMENCEMENT OF THE CONTRACT.

1.5 Proposal Delivery

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

SHARON D. DICKERSON, ESQ.
ASSISTANT GENERAL COUNSEL
CASINO REINVESTMENT DEVELOPMENT AUTHORITY
15 SOUTH PENNSYLVANIA AVENUE
ATLANTIC CITY, NEW JERSEY 08401

by the date and time indicated on the cover page of this RFP. Respondents are cautioned to allow adequate delivery time to ensure timely *receipt* of proposals. The CRDA shall not be responsible for any delivery service's failure to deliver in a timely manner. **THE EXTERIOR OF ALL PROPOSAL PACKAGES ARE TO BE LABELED "CASINO REINVESTMENT DEVELOPMENT AUTHORITY – FACILITIES MANAGEMENT SERVICES," AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT'S NAME AND ADDRESS.**

B. Directions to the CRDA can be found at the following web address: <http://www.njcrda.com> under the "contact us" section of the website. **Proposals submitted by facsimile or electronically will not be accepted in the absence of timely receipt of proposals as required under Section 1.6 herein.**

1.6 Number of Proposal Copies

A. The Respondent must submit **two (2) complete ORIGINAL sealed paper proposals**, clearly marked as the "ORIGINAL" proposal. The Respondent should also submit **seven (7) full, complete and exact paper copies, and one (1) electronic copy on an external "thumb" drive** of the original proposal.

B. A Respondent failing to provide the requested number of copies will be charged the cost incurred by the CRDA in producing the requested number of copies. The Respondent should retain a copy of its proposal.

C. RESPONDENT'S PROPOSAL BOND OR CERTIFIED CHECK MUST BE PLACED IN A SEPARATE ENVELOPE, MARKED AS "PROPOSAL BOND" AND ATTACHED TO THE OUTSIDE OF THE PROPOSAL PACKAGE.

1.7 Questions and Answers

A. The CRDA will only accept questions and inquiries pertaining to this RFP from all potential Respondents electronically. Questions shall be directed to the staff member identified in **Section 1.5**, at the following email address:

CRDAquestions@njcrda.com

The cut-off date for electronic questions is as indicated on the cover page of this RFP. **The subject line of all emailed questions should read "Facilities Management Inquiry".**

B. From and after the Facilities Tour and Pre-Proposal Meeting, and except as expressly permitted herein, Respondents are **not** to contact the CRDA or its Consultant directly, in person, or by telephone concerning this RFP. All questions and answers will be posted on the CRDA website, as addenda to this RFP.

Any requested exceptions or proposed additions to the Facilities Management Agreement, 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 Facilities Management Agreement shall be determined by the CRDA, in its sole and absolute discretion, with such determination to be set forth in the Question and Answer addendum issued, if any, after the Question and Answer deadline. The CRDA reserves the right to reject any and all proposed amendments to the Facilities Management Agreement.

1.8 Addenda: Revisions to this Request for Proposals

A. In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addenda. Any Addendum to this RFP will become part of this RFP and part of any contract award as a result of this RFP. **All RFP Addenda will be posted on the CRDA's web site.**

B. It is the sole responsibility of the Respondent to be knowledgeable of all Addenda related to this RFP. The CRDA does not assign 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.

1.9 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 does not assume any responsibility and does not bear any liability for cost incurred by a Respondent in the preparation and submittal of a proposal in response to this RFP.

1.10 Proposal Opening

All timely received proposals will be publicly opened on the date and time proposals are due under the RFP. 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 proposals for this procurement if deemed necessary by the CRDA, in its sole and absolute discretion.**

1.11 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 the award of a contract to the Respondent.

1.12 Proposal Errors

A. A Respondent may withdraw its proposal prior to the date and time of opening, by a request in writing to CRDA staff member identified in **Section 1.5** of this RFP. A Respondent may submit a revised proposal as long as the revised proposal, clearly marked as such, is received as specified in **Section 1.5** of this RFP.

B. 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 staff member identified in **Section 1.5** of this RFP for authorization to withdraw its proposal from consideration for award. Evidence of the Respondent's good faith in making this request shall be used in making the determination. Some of the factors that may be considered are: that the mistake is so significant that to enforce the contract resulting from the proposal would be unconscionable; that the mistake

relates to a material feature of the contract; that the mistake occurred notwithstanding the Respondent's exercise of reasonable care; and that the CRDA will not be significantly prejudiced by granting the withdrawal of the proposal.

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

Casino Reinvestment Development Authority
15 South Pennsylvania Avenue
Atlantic City, New Jersey 08401
Attn: Staff member identified in **Section 1.5**
PROPOSAL WITHDRAWAL REQUEST

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

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

1.13 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.

1.14 Contents of Proposal - Open Public Records Act

Upon award of contract, all information submitted by Respondents in response to this solicitation is considered public information, except as may be exempted from public disclosure by the OPRA and the common law. A Respondent may designate specific information as not subject to disclosure when the Respondent has a good faith legal or factual basis for such assertion. The CRDA reserves the right to make the determination as to such designation 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.**

1.15 Restrictions Relating to Third Party Engagements

As set forth in **Section 1.2** above, the Authority is releasing this RFP to retain one or more qualified companies that can provide facilities management services at the Facilities. At this time, the Authority does not envision any limitation on Respondents related to other third party engagements.

1.16 Minimum Requirements

To be considered under this RFP, the Respondent must meet the minimum requirements by providing written documentation validating the following:

All respondents must submit documentation with their proposal that demonstrates the respondent has at least five (5) years successful experience as the sole and exclusive provider of facility management services in convention centers, arenas or other similar facilities (i.e., major market exhibition facility or convention center with 400,000 - 700,000 square feet of functional space including approximately 300,000 – 500,000 square feet of exhibition space and 100,000 – 200,000 square feet of ballroom and meeting room space and arenas with between 10,000 and 18,000 seats).

Failure to submit documentation may result in the proposal being deemed non-responsive.

1.17 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 AND RELATED REQUIREMENTS

The successful respondent shall provide the following services:

2.1 Facilities Management of Boardwalk Hall, West Hall and the Convention Center (the “Facilities”)

1. Manage and operate the Facilities in accordance with policies approved by the CRDA.
2. Manage all day-to-day functions and operations of the Facilities at all times in the public interest and in accordance with the highest professional and ethical standards.
3. Assist the CRDA in the negotiation of various contracts and agreements involving facilities, products, and services related to the Facilities.
4. Interact with the CRDA and its Convention Center Division as required, requested.

5. Book, promote, and stage events at the Facilities to maximize revenues and net income to the CRDA.
6. Provide financial and administrative services such as accounting, budgeting, purchasing, personnel, and contracting of outside services.
7. Manage the operations of the box office.
8. Recommend to the CRDA or its authorized representatives, all rental rates, fees, and charges for services provided throughout the Facilities.
9. Make recommendations on operating improvements, including capital improvements that would improve patron service or enhance operational efficiency.
10. Establish an effective system of communication that encourages linkages and collaborative efforts between the Facilities and other segments of the hospitality industry, including the Atlantic City hotel industry and other visitor industry segments.
11. Work with the CRDA Law Department in developing a standard license agreement. Non-standard license agreements shall be reviewed by the CRDA as to form, risk management concerns and legality.
12. With the exception of contracts with an affiliated entity, negotiate and administer all contracts including, but not limited to, services, events, tenants, concessions, catering, ticketing, novelties/merchandise, advertising, sponsorship, naming rights, premium seating licenses, parking and equipment. Any contract entered into between the successful respondent and its affiliate shall be generally consistent with agreements in comparable facilities, reflect market conditions and be on terms and for prices customarily charged in the industry for comparable goods and services, and, in the case of material contracts with an affiliate of the successful respondent, including, without limitation, concessions and ticketing agreements, such contracts shall require approval of the CRDA, such approval not to be unreasonably withheld.
13. Perform Facilities information technology functions and maintain systems in state-of-the-art condition.
14. Be responsible for returning the Facilities, including, without limitation, furniture, fixtures and equipment (“FF&E”), to the CRDA in the same condition and quantity, except for normal wear-and-tear, at the conclusion of the term of the agreement entered into as a result of this RFP.
15. Provide regular reports to the CRDA’s designated contract administrator or its authorized representative addressing, for example, periodic CRDA inspectional findings pertaining to the Facilities and FF&E. The successful respondent will be required to make any improvements in cleaning or maintenance methods as required by the agreement issued as a result of this RFP.
16. Abide by, and be solely responsible for, all applicable local, county, state, and federal laws, statutes and regulations pertaining to the successful respondent’s operation and use of the Facilities, including, for example, securing all licenses and permits necessary for the operation of the Facilities, and the payment of all federal, state, county and local taxes, fees and assessments (collectively, “Taxes”) arising

out of or related to the agreement issued as a result of this RFP, including those Taxes levied against the CRDA, if any.

17. Maintain an electronic building information management system(s) that tracks, for example, building maintenance, building modifications, and lifecycle costs.
18. Maintain the tax exempt status of outstanding bonds which financed any of the Facilities by entering into a contract that complies with IRS Revenue Procedure 97-13.
19. Prepare operating and capital budgets for review and approval of the Authority.
20. In collaboration with Authority personnel, oversee the execution of the capital maintenance plan.

2.2 Event Sales and Marketing

1. Schedule events, negotiate contracts and confirm event bookings.
2. Develop and implement a detailed marketing plan, including, for example, advertising, solicitation and promotional activities, as required to develop the full potential of the Facilities. The Convention Center Division handles marketing for the Convention Center. The Facilities Manager coordinates event marketing at Boardwalk Hall in collaboration with the Convention Center Division staff.
3. Develop and maintain a positive working relationship with the Alliance, area hotels, and other appropriate entities.
4. Develop and implement a first class customer service program.
5. Periodically conduct market research to include customer satisfaction surveys of patrons and clients and report those results to the CRDA.
6. Manage ticket sales either in-house and/or through a third party ticketing contract.
7. Create promotional materials, floor plans, maps and other facility-related marketing material.
8. Maintain the Facilities' websites.
9. Develop forms for rental and other event-related services.
10. Coordinate with the CRDA's convention sales organization any cross selling opportunities involving the Facilities to effectuate first class customer service.

2.3 Transition Plan (As Applicable)

For any respondent that is not the incumbent manager, develop a plan that ensures an orderly transition of the operations and services for the Facilities and provide an estimate of transition/relocation expenses that would be the responsibility of the CRDA, if any.

2.4 Maintenance and Repair

1. Be responsible for preventative maintenance and general maintenance and repair of the Facilities, including: (a) the interior, exterior, and infrastructure of the physical facility and grounds, (b) informing the CRDA of deferred maintenance items and degraded conditions beyond ordinary wear and tear, (c) developing and annually updating a long-term (5 year rolling) capital improvement plan (CIP) and a plan for major repairs & maintenance (R&M) activities for the Facilities, which CIP and R&M plans must be provided to the CRDA for consideration in the CRDA's annual budget process, and (d) taking all actions necessary to maintain the validity of all warranties and for ensuring appropriate warranty repairs to any part of the Facilities or FF&E under warranty.
2. Maintain neat and orderly operation at all times, and be responsible for, or oversee, vendor contracts pertaining to the following: (a) grounds-keeping, (b) custodial and building maintenance services, (c) security, (d) marketing, (e) advertising/sponsorship/premium seating, (f) event setup and take down, (g) event coordination/supervision, (h) event services, (i) staff scheduling, (j) box office operations/ticketing, (k) food service, (l) parking, (m) information services, and (n) web site maintenance.
3. Adhere to the mandatory recycling policies of Atlantic City and the State of New Jersey.

2.5 Accounting and Finance

1. Establish operating and financial systems controls for the Convention Center and Boardwalk Hall, including the use of existing and replaced systems to be approved by the CRDA.
2. Prepare and submit annual operating budgets for the Convention Center and Boardwalk Hall for CRDA review and approval.
3. Establish a system of internal controls to provide reasonable assurance that the Convention Center and Boardwalk Hall resources are used in an effective and efficient manner.
4. Keep full and accurate accounting records relating to all activities at the Convention Center and Boardwalk Hall in accordance with generally accepted accounting principles.
5. Provide monthly financial reports to the CRDA that include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, operating and maintenance issues/concerns, and any other appropriate information as requested by the CRDA.

6. Administer payroll systems for all persons employed by the firm at the Convention Center and Boardwalk Hall.

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.

2.6 Functions and rights to be retained by the CRDA Convention Center Division

Nothing in the contract with the successful respondent or the Scope of Service outlined in this RFP shall limit or abridge the CRDA's right, but not the obligation, to:

1. provide land, buildings, facilities and FF&E, the condition and quantity of which to be inventoried by the CRDA and the successful respondent within thirty (30) days of execution of the contract.
2. approve in advance and in writing contracts entered into by the successful respondent, including all subcontractors for security, concessions, and Facilities services, in accordance with the Facilities Management Agreement entered into between the successful respondent and the CRDA.
3. review and comment on all Facility operations policies, including the setting of all rates and/or fees for services, security and emergency response plans, and the delineation of specific types and levels of services to be provided to licensees.
4. establish and modify performance standards and benchmarks for all levels of service and for Facility operations.
5. approve the line item budget for Facility management proposed by the successful respondent, including, without limitation, all costs for the operation of the Facilities and the successful respondent's management fee.
6. budget and appropriate funds to pay for Facilities' debt service.
7. determine minimum insurance requirements for all contracts and license agreements.
8. approve in advance and in writing a capital improvement program for the Facilities prepared by the successful respondent.
9. procure on-site equipment and replacement items of major capital equipment in accordance with the approved capital improvement plan.
10. monitor the successful respondent's overall performance through periodic performance audits.
11. approve the on-site Facilities management team, including, particularly, the Facilities General Manager, at all times and of any changes in the respondent's representatives holding that position.

12. separately contract for food, beverage, merchandise and catering services at the Facilities.
13. take such other action or require the successful respondent to take action, as deemed appropriate by the CRDA, acting reasonably and with adequate notice to the successful respondent, to advance the mission and goals of the Atlantic City Tourism District.

2.7 Proposal Bond and/or Certified Check: Proposal Bond and/or Certified Check: A proposal bond or certified check in the amount of \$50,000 made payable to the Authority shall be submitted with the Respondent's original proposal. A Respondent may demand the return of their bond or check any time after 180 days after the opening of proposals, unless Respondent has been notified of acceptance of their Proposal. The bond or check of the successful Respondent shall be held until the execution and delivery by the successful Respondent of the approved Agreement. The bond or check shall be retained by the Authority, as liquidated damages, if the successful Respondent fails to execute the Agreement after the award.

3.0 PROPOSAL PREPARATION AND CONTENT

3.1 General

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

3.2 Proposal Content

The proposal should be submitted in one volume and that volume divided into fourteen (14) Sections with tabs (separators), and the content of the material located behind each tab, as follows:

- 3.2.1 Cover Letter (Summarize the key points of the proposal)
- 3.2.2 Background and Services Summary
- 3.2.3 Qualifications and Policies
- 3.2.4 Staffing and Organization Plan
- 3.2.5 Subcontractor Information and Qualifications
- 3.2.6 Operations and Management Plan
- 3.2.7 Marketing Plan
- 3.2.8 Financial Pro Forma
- 3.2.9 Preventive Maintenance Program
- 3.2.10 Approach to Environmental Sustainability
- 3.2.11 Financial Stability
- 3.2.12 Compensation Proposal
- 3.2.13 Required Submittals and Compliance Information

3.2.1 Cover Letter

All respondents should submit a cover letter summarizing its proposal and highlighting key points. The cover letter should also include references to section(s) of the proposal that the respondent would like to propose confidentiality or copyright designation. (See Section 1.14) The letter shall also include the name of the person who will serve as the respondent's representative for all matters relating to the proposal as well as the person who is being recommended as the day-to-day Facilities manager.

3.2.2 Background and Services Summary

Provide a description of the respondent's overall philosophy and approach for the management and operation of the Facilities, and include proposed strategies, policies and procedures to be employed in managing the Facilities that clearly and completely address the scope of services presented in Section 2 of this RFP.

3.2.3 Qualifications and Policies

1. Provide a brief, but complete history of your company.
2. Identify all current public assembly facility clients (convention centers, civic centers, arenas and stadiums), the scope of engagement at each such facility and length of agreement. Emphasis should be placed on experience with similar facilities in terms of size, type and complexity.
3. Summarize the experience and qualifications of the respondent's corporate management team (including officers, directors, members and affiliates of respondent, if any) and include resumes outlining the educational background, years of experience, length of employment with respondent, and experience of the individuals who will have supervisory responsibility over the Facilities. Address any plans to provide home office, corporate regional and recurring support to the respondent's resident Facilities manager, including, for example, anticipated Facilities events with unusual requirements.
4. Identify all public assembly facility client contracts, which were discontinued within the last five years (2013 to present), and include an explanation for the discontinuance or termination of the contract.
5. Identify a minimum of five (5) references from similar clients, including client entity name, primary contact name and title, phone number and mailing address, as well as specific examples of improvements to the clients operations that were as result of your efforts (e.g., cost reduction, revenue enhancement, event booking). For firms with less than five (5) managed properties, include references from all properties under management.

6. Identify respondent's policies on employee / worker safety and affirmative action plan.
7. Identify your respondent's employee policies and benefit structures.
8. Provide audited financial statements for respondent's last three years of operation.

3.2.4 Staffing and Organization Plan

1. Include a proposed organization chart with proposed staffing and salary rates, including hourly rates, for all full time employees for the overall management and operation of each of the Facilities, and specifically identify the on-site management team for the Facilities and any shared responsibilities between the buildings.
2. Submit position descriptions and salary levels for its key personnel, including the Regional Director, proposed to be assigned to the Facilities' operations, marketing and financial areas including, at a minimum, the General Manager, Assistant General Manager, Director of Marketing and Director of Finance. (The position titles used herein are for example only and are not intended to define or describe an organizational structure.) The proposal must adequately describe each proposed individual's qualifications and experience.
3. Identify one or more candidates for the General Manager position which will have overall responsibility for the day-to-day operation of the Facilities. Each candidate must demonstrate extensive experience with operations of similar public assembly facilities. Provide a description of the process you will follow which allows the CRDA the opportunity to meet and evaluate your proposed candidate(s). The General Manager of the Facilities must be located on-site.
4. As applicable, describe your transition plans for hiring operating personnel, both event and non-event.

3.2.5 Subcontractor Information and Qualifications

Identify those services the respondent may or intends to subcontract. If the respondent intends to subcontract services, the specific service, roles and responsibilities must be identified in this section of the submittal. All subcontracts, whether identified as part of the response or subsequently during the term of the contract are subject to prior CRDA approval.

3.2.6 Operations and Management Plan

1. Respondent must describe and provide the operating policies and procedures that will be used to manage and operate the Facilities, addressing, for example, security, parking, customer service, repair and maintenance, other primary building

functions, training programs offered to staff, approach to financial management, risk management, life/safety management, personnel management, event management and accounting systems and internal controls. The respondent must also provide sample monthly and annual records illustrating the capabilities of respondent's records-keeping and management reporting system that demonstrate the monthly and annual reports that would be provided to the CRDA to track usage and financial performance of the Facilities.

2. Submit the key elements of a management plan for the Facilities, to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, improvements to building maintenance procedures, and other key operating characteristics of the Facilities.
3. Describe how respondent will coordinate services, function, management, and conflict resolution with regards to the food concession operations. The successful respondent will be required to coordinate with the food service company to ensure high quality, seamless food service delivery.
4. If applicable, submit an overview of key elements of a transition plan from the existing management structure to the new management structure for the Convention Center and Boardwalk Hall that, at a minimum, addresses the following broad categories: review of operating policies and procedures; a plan describing the extent to which current employees at the existing facilities will be incorporated into the new management structure; recruitment and retention of key staff; review of key event management and accounting systems; review of sales and marketing efforts and development of a marketing plan; review of building systems and facilities; review of existing vendor contracts; and the anticipated timeframe for execution of the transition plan including key milestones.
5. Respondent must disclose any instances where the firm or any of its representatives are managing a competing facility (convention center or arena of similar size) regionally (in the case of Boardwalk Hall) and nationally (in the case of the Convention Center). Describe how respondent intends to address any real or perceived conflicts.

3.2.7 Marketing Plan

1. The CRDA has responsibility for sales and marketing programs and booking conventions and trades shows for the Convention Center. Include a discussion of your strategy for working with area organizations such as the Atlantic City Alliance, the casino licensees, the local and regional chambers of commerce, including detail of programs, goals and results for selected projects that distinguish the respondent's ability to work in conjunction with these organizations.

2. The successful respondent will have responsibility for booking all sports, entertainment and special events in Boardwalk Hall. In booking events it is also expected that the successful respondent will leverage its industry network to maximize usage and financial performance. The respondent must provide a narrative description of its approach to:
 - (a) Booking/scheduling of events at the Boardwalk Hall
 - (b) Promoting, advertising, and overall marketing of these events
 - (c) Booking in-house, self-promoted, and co-produced events in the scheduling mix, and
 - (d) Procedures and policies for scheduling and settling events with outside promoters, show managers, and with the CRDA.
3. Respondent must describe and project its event scheduling goals from the period of commencement of this agreement through December 31, 2016 for Boardwalk Hall. In support of these goals, please submit a list of major events that respondent was responsible for booking at the facilities it manages.
4. Submit a list of additional events that respondent believes have a strong possibility of being booked at the Facilities.
5. Discuss any synergies respondent may have with other regional venues under its management.
6. The Convention Center is located near six competitive Convention Center markets: Baltimore, Pittsburgh, Providence, Chattanooga, Charlotte and Philadelphia. It also competes with small Convention Centers and exhibition halls in New Jersey. The Convention Center competes with convention centers in other parts of the country such as Orlando, New Orleans, Chicago, and Las Vegas. Respondent must describe its approach to operating in this competitive environment and methods for increasing market share for Atlantic City.
7. The CRDA will value creative ideas on the synergies of booking special "sister" events in both Convention Center and Boardwalk Hall. Respondent must describe its approach in booking, scheduling, and the type of events it might consider for this arrangement.

3.2.8 Financial Pro Forma

1. Provide an estimated financial pro forma for the Convention Center and Boardwalk Hall operations for the contract term. The pro forma should provide an estimate of revenues and expenses by major line item as well as supporting assumptions related to Convention Center and Boardwalk Hall operations, including a summary of event activity for the length of the contract.

2. Provide a narrative description of proposed initiatives that would reduce the operational cost of both Facilities without decreasing effectiveness, service, cleanliness, or marketability.
3. Provide respondent's strategy for maximizing annual operating revenues.
4. Provide the financial package respondent would likely provide for its employees in terms of annual salary, bonus/ incentive compensation, and benefit package of employees. Salaries and wages must be allocated between buildings accordingly.
5. The respondent should discuss its ideas regarding the value of creating a marketing fund contribution.

3.2.9 Preventive Maintenance Program

Provide a summary of the approach to Preventive Maintenance Programs for the proposed term of the Agreement, with examples of these programs that are in effect at comparable facilities managed by respondent. Include in the program respondent's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.

3.2.10 Approach to Environmental Sustainability

Summarize the approach to ensuring environmental sustainability as part of the operations of the Facilities, and with respect to capital repairs to the extent the respondent has been involved in such projects. Reference specific examples of sustainability initiatives employed at other facilities managed by the respondent.

3.2.11 Financial Stability

Each proposal must include:

1. Audited financial reports for the last three years including income statement, balance sheet, and statement of changes in financial position of respondent.
2. Credit report (e.g., Dun & Bradstreet report).
3. Credit history letter(s) from financial institution(s).
4. Most recent quarterly financial statement.

3.2.12 Compensation Proposal

Respondent shall submit a detailed cost proposal with a breakdown of the annual fees and/or commissions to perform the work outlined in section 2 Scope of Service that includes:

1. *Annual base (fixed) management fee* – Respondent shall propose a compensation arrangement which includes an annual fixed management fee. Respondent must indicate whether or not all or any part of its executive management (i.e., general manager and directors) salary is to be derived from either the fixed base management fee or the incentive fee. Any portion of such executive management salary which is not derived from either the fixed base management fee or the incentive fee must be included in the staffing plan and proposed operating budgets for the Facilities.
2. *Annual incentive fee* – The incentive fee component is designed to reward superior performance in the areas of customer satisfaction, innovative and successful marketing, revenue enhancement, cost containment, reduction of the operating subsidy and facility maintenance. Respondent shall provide a formula for calculating the incentive fee which will be finalized during contract negotiations.
3. Upfront capital/other investment, if any. Upfront capital investment is encouraged though not required.
4. Any other fees anticipated for respondent services.
5. The CRDA is open to recommendations concerning the structure of the compensation arrangement between the CRDA and the respondent. However, the compensation arrangement must be structured in a way that maintains the tax-exempt status of the CRDA in regard to current outstanding bonded indebtedness and any future bond issues. A separate fee structure should be proposed for each of the Facilities.
6. Consider and make reference to obligations and benefits to each party under various conditions, such as equaling a budget, exceeding a budget, falling under budget, incurring losses, or surpassing predetermined benchmarks in finances or programming.
7. Respondent must include proposed employment/management contracts when submitting its proposal.

3.2.13 Required Submittals and Compliance Information

1. The forms listed below must be completed and submitted with the proposal, unless expressly stated otherwise in this RFP.
 - (a) Signatory Page, Submittal 1
 - (b) Facilities Management Agreement, Submittal 2 **NOTE: THE FORM OF AGREEMENT WILL BE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY'S WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE SIGNED AND INCLUDED WITH THE RESPONDENT'S WRITTEN PROPOSAL.**
 - (c) Disclosure of Investigations/Actions against Respondent, Submittal 3
 - (d) Notice of Intent to Subcontract, Submittal 4

- (e) Subcontractor Utilization Form, Submittal 5
 - (f) Services Source Disclosure Form, Submittal 6
 - (g) Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Submittal 7
 - (h) Political Contributions Disclosure Form & Instructions, Submittal 8
NOTE: THIS FORM AND ITS INSTRUCTIONS ARE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY'S WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE INCLUDED WITH THE RESPONDENT'S WRITTEN PROPOSAL.
 - (i) Non-Collusion Affidavit, Submittal 9
 - (j) Financial Proposal, Submittal 10
 - (k) Disclosure of Investment Activities with Iran, Submittal 11
 - (l) Proposal Bond/Check, Submittal 12
2. The Respondent **must be properly registered to do business with the State of New Jersey** prior to the award of contract, and should submit a copy of the Respondent's NJ Business Registration Certificate prior to contract award. 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>.
3. Compliance with Executive Order 151, dated August 28, 2009 (*All capitalized terms set forth in this Section are as defined in the Executive Order.*)

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:

- (a) The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact same.
- (b) 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.

(c) 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.

(d) The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.

(e) 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.

(f) 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%.

4. Notice to all Contracts Set-Off for State Tax Notice: Pursuant to L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director or the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52-32-32 et seq.), to the taxpayer shall be stayed.

5. The Facilities are publicly-owned facilities, financed in part with tax-exempt bonds. Additional tax exempt bonds may be issued in the future to finance additions and/or improvements to the Facilities. Thus, the final agreement between the CRDA and the successful respondent must comply with federal tax laws that restrict the “private business use” of facilities financed with tax-exempt bonds. Respondent will be required to ensure that its proposals is in full compliance with IRS procedures and guidelines and federal tax laws and regulations governing private business use of facilities financed with tax-exempt bonds so as not to jeopardize the tax-exempt status of the above referenced bonds. Respondents are expected to adhere to IRS Safe Harbor provisions found in Revenue Procedure 97-13 and proposals must include an analysis of the basis on which the respondent believes its proposed contract terms comply with this Revenue Procedure. The proposed term of contract must comply with the requirements of a qualified management contract pursuant to IRS Safe Harbor provisions found in Revenue Procedure 97-13.

The IRS may review and revise Revenue Procedure 97-13 at any time. In the event of such a revision, the successful respondent agrees to review in good faith the terms of the management agreement against any revised safe harbors to determine if any changes to such terms should be made to reflect market conditions at that time.

3.2.13.1(a) Signatory page

The respondent shall complete and submit the signatory page appended hereto as **Submittal 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.

3.2.13.1(b) Facilities Management Agreement

Respondents shall review and execute **Submittal 2**. The CRDA reserves all rights to reject any and all proposals based upon exceptions taken to the proposed form of contract. Execution of **Submittal 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. **Failure to execute Submittal 2 will result in the proposal being rejected as non-responsive.**

THE FORM OF AGREEMENT WILL BE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY’S WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE SIGNED AND INCLUDED WITH THE RESPONDENT’S WRITTEN PROPOSAL.

3.2.13.1(c) 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 **Submittal 3**.

3.2.13.1(d) Notice of Intent to Subcontract

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

3.2.13.1(e) Subcontractor Utilization Form

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

3.2.13.1(f) Services Source Disclosure Form

Effective August 3, 2005, all contracts primarily for services awarded by the Authority shall be performed within the United States, except when the Authority 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 **Submittal 6**.

3.2.13.1(g) Affirmative Action

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

- (i) Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program.
- (ii) A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4
- (iii) An employee information report (Form AA302) (**Submittal 7**).

3.2.13.1(h) 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 Authority. The Political Contributions Disclosure form, **Submittal 8**.

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

THIS FORM AND ITS INSTRUCTIONS ARE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY'S WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE INCLUDED WITH THE RESPONDENT'S WRITTEN PROPOSAL.

3.2.13.1(i) Non-collusion Affidavit

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

3.2.13.1(j) FINANCIAL PROPOSAL

The respondent shall submit its financial proposal in accordance with the provisions of this RFP.

3.2.13.1(k) Disclosure of Investment Activities with Iran

Pursuant to N.J.S.A. 52:32-58, the respondent must complete the Disclosure of Investment Activities in Iran attached hereto as **Submittal 11** to certify that neither the respondent, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the respondent nor one of its parents, subsidiaries and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the

respondent is unable to so certify, the respondent shall provide a detailed and precise description of such activities as directed on **Submittal 11**. **A bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said respondent.**

4.0 PROPOSAL EVALUATION

4.1 Proposal Evaluation Committee

Proposals will be evaluated, ranked and scored by an evaluation committee composed of at least three (3) representatives of the CRDA. The evaluation committee may choose to make use of the expertise of outside consultants in an advisory capacity.

4.2 Oral Presentation and/or Clarification of Proposal

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

B. 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, and Respondents may not attend presentations made by other Respondents to this RFP.

C. The evaluation committee shall have complete 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

A. All proposals will be reviewed to determine responsiveness. **The CRDA may reject non-responsive proposals without evaluation, but may waive minor non-compliance with the terms and conditions of this RFP.** The following evaluation criteria, 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. Creativity reflected in the proposal for unique operational plans, point of sale areas, menu, personnel training, uniforms, and related marketing and promotional ideas.
2. The experience, training, and past performance of those persons designated by the Respondent as proposed management personnel.

3. The Respondent's performance at other venues, as shown by contacts with representatives of those facilities by phone or mail which have been or may be made by the Authority.
4. Respondent's general reputation for performance and service.
5. Respondent's financial condition, including ability to provide required performance bond and capital investments.
6. Respondent's financial return to the Authority.
7. The quality and scope of the Respondent's investment and cost of that investment to the Authority, if required.
8. Respondent's size and presence in comparable venues as relates to Respondent's ability to supplement staff during large and/or unique events, and Respondent's ability to quickly replace key staff if and when required.

4.4 Proposal Discrepancies

A. In evaluating proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

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

4.5 Negotiation and Best and Final Offer (BAFO)

Following the opening of proposals, the CRDA reserves the right, pursuant to *N.J.S.A. 52:34-12(f)*, to negotiate one or more of the following contractual issues: the technical services offered, the terms and conditions and/or the price, incentives and financial terms, of a proposed contract award with any Respondent, and/or solicit a Best and Final Offer (BAFO) from one or more Respondents. All contacts, records of initial evaluations, any correspondence with Respondents related to any request for negotiation or BAFO, any revised technical and/or price proposals, the evaluation committee report and the award recommendation, will remain confidential until the contract is awarded.

4.6 Proposal Bond and/or Certified Check

Proposal bonds and/or certified checks will be returned by mail within 48 hours after the Authority and a Concessionaire(s) have executed an Agreement, and executed the performance bond and required certificates of insurance have been delivered to and approved by the Authority. If no

award has been made within 180 days after opening of proposals, upon demand of a Respondent at any time thereafter, proposal bonds and/or certified checks will be returned provided that the Respondent has not been notified of acceptance of its proposal. In consideration for the Authority's consideration of the Respondent's proposal, the Respondent agrees that, in the event it withdraws its proposal from consideration after the Proposal Submission Due Date, or refuses to enter into an Agreement containing the basic financial terms contained in the proposal that has been accepted by the Authority, the Respondent will be liable to the Authority for damages in the sum of \$50,000, which sum is set forth herein as liquidated damages. The Respondent expressly understands and agrees that unwarranted withdrawal of its Proposal or refusal to perform shall damage the Authority in an undetermined amount and the foregoing liquidated damages amount is reasonable compensation for Respondent's default.

THE RESPONDENT SHALL DELIVER WITH ITS PROPOSAL A PROPOSAL BOND IN THE AMOUNT OF \$50,000 MADE PAYABLE TO THE AUTHORITY. ALTERNATIVELY, THE RESPONDENT MAY DELIVER WITH ITS PROPOSAL A CERTIFIED CHECK PAYABLE TO THE AUTHORITY IN THE SAME AMOUNT.

5.0 CONTRACT AWARD

The final contract shall consist of this RFP, any Addenda issued to this RFP, the Respondent's response, and the Agreement, with any amendments agreed upon by the successful Respondent and the Authority. If the successful Respondent and the CRDA do not execute a contract within 90 days of the date of the Authority's action to award a contract, the successful Respondent acknowledges and agrees that the CRDA shall have all rights and remedies under this RFP, reserves all rights to reject any and all responses based upon exceptions taken to the Agreement, and to rescind the award and enter into immediate negotiations with another Respondent.

[Remainder of this page is blank.]

Submittal 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

REQUEST FOR PROPOSAL: Facilities Management Services

FOR INFORMATION: CRDA
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
609-347-0500

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

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 CONCESSION 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 ONE-HUNDRED EIGHTY (180) DAYS FROM THE DATE OF PROPOSAL OPENING. FAILURE OF THE RESPONDENT TO HOLD ITS FINANCIAL PROPOSAL FIRM OR TO MEET OTHER TERMS AND CONDITIONS DEFINED IN THE SOLICITATION MAY RESULT IN THE RESPONDENT BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH THE AUTHORITY.

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

Signature

Date

Name: _____

Title: _____

Submittal 2

Facilities Management Agreement

THE FORM OF AGREEMENT WILL BE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY' WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE SIGNED AND INCLUDED WITH THE RESPONDENT'S WRITTEN PROPOSAL.

Submittal 3

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT

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

Investigation(s)

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

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

Litigation/Administrative Complaints

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

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

Submittal 4
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 RESPONDENT'S THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS CERTIFY AS FOLLOWS: I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the Subcontractor Utilization Plan to the CRDA for approval, in advance of any such engagement.

Authorized Signatory for Respondent

Title

Date

**Submittal 5
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

Submittal 6

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

Contractor: _____

Contract: _____

I hereby certify and say:

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

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the 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
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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: _____

Submittal 7

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, 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**

Submittal 8
Political Contributions Disclosure

THIS FORM AND ITS INSTRUCTIONS ARE AVAILABLE TO BE DOWNLOADED FROM THE AUTHORITY'S WEBSITE WITH THE ELECTRONIC VERSION OF THIS RFP. THIS SUBMITTAL MUST BE INCLUDED WITH THE RESPONDENT'S WRITTEN PROPOSAL.

Submittal 10

Respondent's Financial Proposal

Submittal 11

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE STATEMENTS WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division OF Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal/bid non-responsive. If the CRDA finds a person or entity to be in violation of law, CRDA shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK THE
APPROPRIATE
STATEMENT:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal/bid being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

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

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

Full Name (Print):
Title:

Signature:
Date: