

CASINO REINVESTMENT DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSALS

For:	FOOD, BEVERAGE AND MERCHANDISE CONCESSIONS AND CATERING Jim Whelan Boardwalk Hall and Atlantic City Convention Center
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Event	Date	Time
Facilities Tour and Pre-Proposal Meeting	September 24, 2018	10:00 am
Respondent's Questions Due Date	September 27, 2018	3:00 pm
Proposal Submission Due Date	October 11, 2018	3:00 pm

Dates and times are subject to change. All changes will be reflected in Addenda to the RFP posted on the CRDA webpage. Key terms are defined in Section 1.4 of this RFP.

RFP Issued By

Casino Reinvestment Development Authority
15 South Pennsylvania Avenue
Atlantic City, New Jersey 08401
Phone 609-347-0500

Date Issued: September, 2018

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

Food, Beverage and Merchandise Concession and Catering – Jim Whelan Boardwalk Hall and Atlantic City Convention Center

The Casino Reinvestment Development Authority (the “Authority” or “CRDA”) is soliciting proposals from qualified firms to provide the Food, Beverage and Merchandise Concession at Jim Whelan Boardwalk Hall and the Atlantic City Convention Center, and in support of beach concerts where the CRDA may be a sponsor. This Request for Proposals (“RFP”) for Food, Beverage and Merchandise Concession – Jim Whelan Boardwalk Hall and Atlantic City Convention Center 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 11:00am** 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 3:00 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 – Concession 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. 52:25-24.2 (Ownership Disclosure), 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 South 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 Jim Whelan 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

The Atlantic City Convention Center is a large convention center located in Atlantic City, New Jersey. Opened in 1997, the center includes 500,000 square feet of showroom space, 5 exhibit halls, 45 meeting rooms with 109,000 square feet of space, a garage with 1,400 parking spaces, and an adjacent Sheraton hotel.

E. About Jim Whelan Boardwalk Hall

HBH is a multi-purpose facility located on the iconic Atlantic City Boardwalk and features the 141,000-square-foot main arena with a capacity of 14,770 seats as well as the 23,100-square-foot Adrian Phillips Ballroom with a capacity of 3,200. Constructed in 1929 as the country’s original convention center, for 85 years Boardwalk Hall has dazzled guests and residents of Atlantic City with legendary stage icons such as Elton John, Paul McCartney, The Rolling Stones, and the Beatles. In 2001, a \$90-million restoration project was completed to transform the original convention hall into its current state as a modern special events arena capable of hosting concerts, sporting events and family shows. For ten years since 2003, leading trade publications Billboard magazine and Venues Today have recognized the Hall as either the top grossing mid-sized arena

in North America or the World. Venues Today has recognized Boardwalk Hall as the decade's #1 "Top Stop" in North America and #2 in the World which was based on the venue's box office performance.

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. Beach Concerts in Atlantic City

The Authority has been a sponsor of beach concerts near HBH, which are promoted by other third parties. As part of the services solicited under this RFP, the Authority may request the successful Respondent to provide food, beverage and merchandise concession services in support of beach concerts, in accordance with the terms and conditions of this RFP. Any provision of food, beverage and merchandise concession services by the successful Respondent will be governed by the terms and conditions of this RFP.

1.2 Overview

A. The Authority is releasing this request for proposals to retain a qualified company or companies that can provide first class food, beverage and merchandising concessions at the Facilities, and at beach concerts in Atlantic City. With the exception of discreet retail food and beverage leaseholds or licenses and merchandising arrangements granted by the Authority to Licensees of the Facilities (including the typical backstage catering for musical performances) and other arrangements as expressly agreed to, in writing, between the Authority and the Concessionaire pertaining to beach concerts, the Concessionaire will have an exclusive concession for all food, beverage, merchandising at all events and functions in the Facilities and at beach concerts in Atlantic City. **THE INITIAL AND ANY RENEWAL TERM OF THE PROPOSED ENGAGEMENT IS MORE FULLY OUTLINED IN SECTION 5.10B BELOW.**

B. The Authority reserves the right to exclude from the concession granted to the Concessionaire the right to satisfy unique Catering requirements of the Facility's Licensees, such as Kosher, Indian and other Ethnic Foods not regularly prepared by the Concessionaire.

C. Merchandise sales are not an exclusive part of this RFP. Merchandise sales, if assigned to the Concessionaire, will be only when approved by the Authority or the Facilities Manager on an event by event basis.

D. All Catering events sponsored by the Authority, such as marketing banquets and meetings shall be billed to the Authority at actual cost of the product and direct labor, and shall not be included in Gross Receipts.

E. The Agreement, developed by the Authority's legal counsel, will follow the guidelines of the Internal Revenue Code for Facilities financed with tax exempt bonds.

F. The Authority may consider a Management Fee arrangement and the Concessionaire may earn a lump sum Management Fee and an Incentive. The Incentive cannot exceed fifty percent (50%) of the Concessionaire's total compensation (equivalent to seventy-five percent (75%) of the Management Fee) for the Agreement Year in which it is earned.

G. The Concessionaire or the Authority may make an investment in equipping the Facilities as well as upgrading any current Foodservice Equipment and providing needed Smallwares, uniforms, portable carts or kiosks.

H. The Concessionaire will, immediately upon negotiating an Agreement with the Authority, commence a marketing program to develop Catering Sales that would occur as soon as the Agreement is effective.

I. A schedule showing the historical sales and attendance for the Facilities will be provided at the Facilities tour and pre-proposal meeting on September 24, 2018.

J. A schedule of projected events and attendance will be provided at the Facilities tour and pre-proposal meeting on September 24, 2018. Failure on the part of Authority to meet event projections shall not relieve the Concessionaire from the obligation to comply with the Agreement.

K. A schedule of current Equipment that the Concessionaire will be provided at the Facilities tour and pre-proposal meeting on September 24, 2018.

L. This RFP is designed to allow the Concessionaire the greatest amount of quality and creativity in maximizing the Facilities' service levels to its customers. Once a Concessionaire is selected, the Authority will execute an Agreement, developed by the Authority's legal counsel, detailing the standards of performance for the Concessionaire based on the Concessionaire's proposal, generally accepted catering agreement standards, the applicable Internal Revenue Service rules and the Authority's rules and regulations. The RFP and the Concessionaire's response to the RFP and any clarification thereto submitted shall become part of the contractual obligation and incorporated by reference in the ensuing Agreement.

M. The Authority intends to select the Concessionaire or Concessionaires that the Authority determines is most advantageous to the Authority based on the financial proposal and other factors, and which will provide the Facilities with the highest quality products and efficient services to Facilities' patrons, based on the criteria set forth in 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 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 Concessionaire 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 minor 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 Key Terms

A. “ACCC” means the Atlantic City Convention Center.

B. “Accounting Period” means the twelve calendar months in an Agreement Year that correspond to the Authority’s twelve (12) monthly Accounting Periods.

C. “Addenda” or “Addendum” means amendments, clarifications and/or modifications made to the RFP, either as a result of Respondent questions or otherwise, and posted to the CRDA website.

D. “Agreement” means the contract executed between the Concessionaire and the CRDA in accordance with the specifications of the RFP, Addenda, and the Concessionaire's proposal submitted and accepted by the Authority, all of which are incorporated into the Agreement. In case of a conflict or inconsistency between the provisions of the RFP and the Response, on the one hand, and the Agreement, on the other hand, the provisions of the Agreement shall govern to the extent of such conflict or inconsistency.

E. “Agreement Year” means the period between January 1, 2019 and December 31, 2019, and every January 1st through December 31st for every year thereafter until the Agreement terminates.

F. “Alcoholic Beverages” means all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.

G. “ACIA” means the Atlantic County Improvement Authority, the Lessor of the East Hall of Boardwalk Hall.

H. “Authority” or “CRDA” means the Casino Reinvestment Development Authority, its members, officers, employees, agents and assigns, and its Designee.

I. “Branded Products” means those food and beverage items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Concessionaire is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Facilities.

J. “Cafeteria Sales” means food and beverages, excluding alcoholic beverages, sold from permanent or portable cafeteria lines to individual customers.

K. “Catering Sales” means any pre-arranged food and beverage function of multiple customers, such as banquets, receptions, meeting room service, where payment for the entire function rests with one individual or company.

L. “City” means the city of Atlantic City.

M. “Concession Sales” means all sales of food and beverages sold from permanent or portable concession stands or to individual customers by roving vendors.

N. “Concessionaire” means that party or parties selected by the Authority to provide the services set forth in the Agreement.

O. “Consultant” means Positive Impact Marketing Group, Inc, 70 South Main Street, Suite 2A, Cranbury, NJ 08512, or such other consultant as the Authority may designate.

P. “Designee” means the Facilities Manager.

Q. “Direct Operating Costs” are the actual out-of-pocket costs of the operation incurred at the Facilities and paid by the Concessionaire to unrelated parties as approved by the Authority. These costs include the actual expense of the product including corporate rebates, on-site payroll, payroll taxes, fringe benefits for on-site employees and other operating expenses; repairs, maintenance, cleaning, office supplies, liability and dram shop insurance, advertising expense, utilities, linen, license and permit fees and any other miscellaneous expenses required to facilitate the conduct of events at the Facilities. Direct Operating Costs do not include any corporate overhead, corporate performance bond, corporate administrative, payroll processing, corporate bonuses or incentives, travel expenses for regional/corporate management personnel overseeing the local account, travel for on-site management to corporate events, or other expenses or Late Fees.

R. “Equipment” means all Foodservice furniture and machinery, except Smallwares and Leasehold Improvements, used for the receiving, storing, transportation, preparation, merchandising, selling and accounting of product. Equipment shall not be affixed to the Facilities except by electrical or gas connections.

S. “Facilities” means HBH and ACCC.

T. “Facilities Manager” means the entity engaged by the Authority under separate contract to manage the daily operations of the Facilities.

U. “Foodservice” means all food and beverage sales and operations at the Facilities and at beach concerts, whether Alcoholic Beverages, Branded Products, Cafeteria, Catering, Concessions or Vending Machine Sales, except however, the Authority may exclude unique food requirements, such as Kosher or other ethnic foods not regularly prepared by the Concessionaire.

V. “Gross Receipts” means the total amount of money collected on behalf of the Authority, by the Authority, the Concessionaire, or any agent of either for all sales made as a result of Foodservice and Merchandise sales, less (i) any applicable sales and use taxes or similar tax; and (ii) gratuities or services charges actually paid out to the employee; and (iii) receipts directly off-set by expenditures without any mark up over cost (e.g. flowers, decorations, and other similar goods or materials) required to meet the needs of a specific event.

Gross receipts include:

1. Foodservices sold either for cash for credit, excluding Authority functions.
2. Equipment rentals and fees for use of the kitchen or equipment by a Licensee
3. Payments from Licensees or Exhibitors for the right to serve food
4. Vending sales
5. Subcontractor fees or commissions paid to the Concessionaire rather than the Subcontractor’s total Gross Receipts.

6. Off-premises sales either to the Authority or to other clients if approved by the Authority.
- W. “HBH” means Jim Whelan Boardwalk Hall (including East Hall and West Hall).
- X. “Incentive” means the incentive that the Concessionaire may earn in an Agreement Year based upon achieving a specified Gross Receipts target.
- Y. “Late Fee” is the charge assessed to any payments due the Authority from the Concessionaire after the specified date in the Agreement. Late Fees shall be pro-rated daily based on an annual rate of twelve percent (12%). Late Fees payable by the Concessionaire are not allowed as a Direct Operating Cost.
- Z. “Leasehold Improvements” means all equipment, fixtures, furnishings, finishes and construction affixed to the Facilities, by more than an electrical or gas connection.
- AA. “Licensee” means any person or entity that may from time to time enter into any agreement for the use of the Facilities for a particular purpose.
- BB. “Management Fee” shall be the lump sum amount paid to the Concessionaire by the Authority for managing the Foodservice.
- CC. “Merchandise” means all non-edible goods, souvenirs and novelties sold at the Facilities. Merchandise does not include any novelties sold during amateur tournaments and/or professional sporting events, or clothing, novelties, or similar items sold through any “team store” for a professional or amateur sports team.
- DD. “Net Profit” shall mean for any Accounting Period, the excess, if any, of Gross Receipts over the sum of applicable and/or prorated Direct Operating Costs, Authority approved depreciation, the prorated Management Fee and any earned Incentive.
- EE. “Proposal” means a response by a Respondent to the RFP awarded a contract by the Authority.
- FF. “Respondent” means any person or entity submitting a proposal to provide the services as defined by and in accordance with terms and conditions of the RFP.
- GG. “RFP” means all of the terms, conditions and specifications of that certain Request for Proposals for Food, Beverage and Merchandise Concession – Jim Whelan Boardwalk Hall and Atlantic City Convention Center issued by the Authority in September of 2018.
- HH. “Smallwares” means the service-ware, utensils, crockery, glassware, dishware and cutlery used in the Foodservice operation.
- II. “State” means the State of New Jersey.
- JJ. “Vending Machine Sales” means all food and beverage sales derived from coin operated automatic merchandisers.

1.5 Proposal Delivery

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

SHARON 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 - CONCESSION SERVICES," AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT'S NAME AND ADDRESS.**

B. **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 "Concession 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 Agreement must 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 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 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 food, beverage and merchandise concessions at the Facilities and in support of beach concerts. 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:

- (i) Minimum of ten (10) years' experience rendering the services requested under this RFP; and
- (ii) Absence of any litigation or government enforcement action where Respondent is defending allegations related to fraud, health code, or alcohol violations.

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

A. As more fully outlined in this Section 2.0, the Concessionaire will be expected to provide the following food, beverage and merchandise concession services at the Facilities and in support of beach concerts (as set forth in this RFP):

1. The Concessionaire shall have the exclusive right in the Facilities and for beach concerts to operate the Foodservice areas, bars, fixed and mobile concession stands, banquet and Catering areas, vending operations selling food and beverages (alcoholic and non-alcoholic), except as otherwise provided herein.
2. Without limiting the foregoing, the Authority may have rights to produce concerts and events on the beach in the City, directly or through an independent promoter, and may require the Concessionaire, on an exclusive or non-exclusive basis, to provide Catering or Foodservice for such concerts and events, even though such concerts or events do not occur within the Facilities.
3. The Concessionaire must obtain the Authority's prior written agreement to provide Foodservices for beach concerts or event outside of the Facilities, if requested to provide such services by a promoter thereof.

B. The following provisions shall apply to Concessionaire's personnel engaged in the performance of services under this RFP and at the Facilities:

1. Concessionaire shall employ the necessary personnel to conduct the operations at the Facilities in accordance with the terms and conditions of this RFP and the Agreement.
2. All Foodservice employees are employees of the Concessionaire and not the Authority. The Concessionaire shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with the Authority. No agent, servant, or employee of the Concessionaire shall under any circumstances be deemed an agent, servant, or employee of the Authority.
3. Concessionaire must keep accurate records of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by the Authority or any other proper agency. Upon request by the Authority, the Concessionaire shall immediately remove from the Facilities, any employee deemed unsuitable for any reason by the Authority. Any employee so removed shall never again be employed at the Facilities or for beach concerts without the prior written consent of the Authority.
4. Concessionaire shall detail in the proposal, it's proposed full time staffing, starting with the General Manager, and such other positions as it recommends for inclusion in its management team.

5. Concessionaire shall not change General Managers, unless requested by the Authority, for a minimum of two years, from the time the General Manager is approved by the Authority.
6. The Authority shall approve Concessionaire's proposed on-site management throughout the term of the Agreement. Concessionaire's on-site management shall have no job-related responsibilities at other venues and must have a full-time office at the Facilities. If the Authority requests a replacement for the on-site management or any of the staff, Concessionaire shall have five (5) days to provide a qualified temporary replacement approved by the Authority, and fifteen (15) days to provide the Authority with at least three (3) resumes of suitable candidates for the position(s).
7. Concessionaire shall have their appropriate management staff at the Facilities during normal business hours and during events. Concessionaire will inform the Authority of the identity of the on-duty manager for each event. At no time shall Concessionaire leave the Facilities without management staff suitable to the service required for any scheduled event.
8. Concessionaire must conduct regularly scheduled training sessions, as approved by the Authority, throughout the year, for all personnel. At a minimum, the training will consist of customer service, alcohol awareness, skills training for each position, including proper banquet service, buffet set up and merchandising and wine service for all Catering personnel.
9. Concessionaire's employees shall be at all times neatly and cleanly uniformed in Authority approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees.

C. The following provisions shall apply to Concessionaire's quality assurance and control of services and products:

1. Concessionaire shall conduct all of their operations in a first-class, professional, businesslike, and efficient manner consistent with a premier convention center and arena such as the Facilities.
2. The Authority shall have the final approval on what suppliers, portions and brands are used by the Concessionaire, and at no time will Concessionaire offer an exclusive to any supplier without the prior written approval of the Authority.
3. The Authority shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of the scope of service outlined herein, and all questions as to the acceptable fulfillment of the Agreement.

4. All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal, state, and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.
5. All products kept for sale shall be subject to inspection and approval by the Authority. Rejected product shall be immediately removed from the Facilities and shall not be returned for sale.
6. The Authority requires the Concessionaire to identify and utilize local products and services throughout the Facilities, whenever appropriate.
7. It is the intent of the Authority to utilize Branded Products whenever it is in the best interest of the Authority.
8. All Concessions Sales will generally utilize disposable plates, cutlery and cups.
9. All Catering Sales will utilize permanent Smallwares, dishes, glassware and place-settings.

D. The following provisions shall apply to Concessionaire's sale of alcoholic beverages at the Facilities or for beach concerts:

1. Alcoholic Beverages are to be offered for sale by the Concessionaire to the extent permitted by applicable state and local laws, and subject to rules and regulations as may be established from time to time by the Authority. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Facilities, shall be the sole responsibility of the Authority. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Concessionaire.
2. All licenses and permits required for the sale of Alcoholic Beverages at the Facilities shall be held by the Facilities Manager or Concessionaire. Neither party shall take any action which would impair the Authority's ability to hold the permits. The Concessionaire shall prepare and process all applications for renewals of the permits, and upon review and approval by the Authority, shall file all applications for permits and licenses.

E. The following operational requirements shall apply to Concessionaire's responsibilities:

1. If the Respondent is proposing as part of its Financial Proposal, a management fee arrangement, all purchases will be made in the name of the Authority, using

competitive pricing of national pricing and local vendor preference. Concessionaire will be expected to maintain records of quotation on an agreed upon basis confirming that Concessionaire is achieving the best available balance of price/quality of product to serve at the Facilities. By purchasing in this manner, the Authority does not pay sales tax on products sold, nor does it pay sales taxes on end product purchases such as cleaning supplies and paper products. If the Respondent is proposing as part of its Financial Proposal, an alternative arrangement where the Authority receives a percentage or flat payment based on Gross Receipts, then Concessionaire is responsible for payment of all applicable taxes.

2. The Authority or its Designee shall issue reasonable rules and regulations for the operation of the Foodservice, and the Concessionaire shall operate the Foodservice in accordance with such rules and regulations.
3. The Authority or its Designee shall decide any and all questions concerning the acceptability of rendered services, levels of staffing, and manner of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of the Agreement.
4. No off-site or subcontracted sales are permitted from the Facilities unless approved by the Authority, in writing. To the extent, however, that Concessionaire can book outside catering functions and produce additional net revenue for the Authority without adversely affecting service to clients of the Facilities, such activities may be approved by the Authority.
5. On an annual basis, the Concessionaire must provide the Authority with a written Marketing and Catering sales program with specific financial and operational goals and specific methods for attaining each goal.
6. At the termination of Concessionaire's Agreement, Concessionaire will assign all Catering contracts for events that are scheduled to occur after the effective date of termination, to the Authority or the succeeding Concessionaire.
7. The Concessionaire shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the Authority. Free samples may be given away by, or on behalf of, or with permission of any person or organization which has properly licensed the Facilities at trade shows, cooking schools, exhibitions, and conventions.
8. The Concessionaire will be required to provide or modify operations upon the request of any Licensee, when it has been approved by the Authority as in the best interest of the Facilities or is necessary to comply with the terms of the contract between the Facilities and Licensee. The selling of: (a) specialty ethnic foods sold by local charitable organizations at community festivals, and (b) snow-cones, cotton candy and lemonade at family shows or the circus may be excluded from the Agreement, at the Authority's sole discretion. In addition, the Authority shall have the right to exclude other Foodservices for up to four (4) events per year chosen at the Authority's discretion.

9. In the event that the Authority shall seek to bring a major political convention, NCAA tournament or other similar national or international events, Concessionaire shall make such modifications to the Agreement that are required for the Authority to obtain any such event.
10. Authority shall have the final approval on what suppliers, prices, portions and brands are used, and at no time will Concessionaire offer an exclusive to any supplier.
11. The Authority may sell advertising and sponsorship packages for the Facilities. Therefore, the Authority reserves the final right of approval of Concessionaire's sources of product supply. The Concessionaire, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices is not competitive with the marketplace. Concessionaire retains no advertising rights in the Agreement. The Authority has a five year exclusive beverage agreement with Coca Cola starting in 2016 providing their products at national pricing.
12. The Concessionaire must keep in force during the entire period of the contract all permits and licenses required, including the Alcoholic Beverages license, by all laws and regulations of the State, the County of Atlantic and the City.
13. Concessionaire shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay as a Direct Operating Cost any applicable taxes relating to Foodservice, operations, Equipment, or inventory.
14. Concessionaire shall use computerized cash or point-of-sale registers at all sales locations, portable and permanent, and to the maximum extent possible, computerize all sales, inventory, purchasing, payroll, billing and ancillary functions.
15. Concessionaire shall at all times comply with all applicable laws, rules, regulations and orders of the federal State and local governments, and also shall abide by all rules, regulations and directives prescribed by the Authority.
16. Vending machines may only be used at times and locations prescribed by the Authority.
17. Nothing contained in this RFP shall be held to limit or qualify the right of the Authority to a free and unobstructed use, occupation and control of the Facilities and ingress and egress for itself, its Licensees and the public.
18. Representatives of the Authority shall have the right to enter upon and have access to all spaces occupied by the Concessionaire during the time events are in operation and all times when Concessionaire employees are present.
19. Concessionaire must provide electronic and printed menus approved by the Authority, utilizing the Facilities' logos, used exclusively for the Facilities, in sufficient quantities for use by Authority's and the Concessionaire's marketing staffs.
20. The Authority or its Designee will set rooms with sufficient tables and chairs for each catered function. Concessionaire must provide and set linen, skirting and

place settings on a timely basis, as well as removing the linen, skirting and place settings promptly following each catered event.

21. The Concessionaire shall set up Equipment and Smallwares for all Foodservice events. Concessionaire shall be responsible for setting up and tearing down all portable Equipment, including any work tables, if any, supplied by the Authority.
22. The use of table coverings other than cloth must be approved in advance by the Authority.
23. The location of all Foodservice and Merchandise areas, whether temporary, portable or permanent shall be designated by the Authority. The Concessionaire shall not acquire any right to any locations once assigned and the Authority reserves the right to require the Concessionaire to move such operations and Equipment to facilitate the needs of events.
24. Concessionaire shall be responsible for providing water service and water stations for all meeting rooms at no cost to the customer.
25. Concessionaire shall be responsible for all inventory theft or shrinkage for food and merchandise assigned to Concessionaire. Any shrinkage above one-half percent (1/2 %) on a quarterly inventory will be reimbursed by Concessionaire, and such reimbursement cost shall be a corporate expense of Concessionaire, not a Direct Operating Cost.

F. The following provisions shall apply to Concessionaire's sanitation and equipment maintenance responsibilities:

1. Concessionaire must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, as a Direct Operating Cost, all assigned areas of the Facilities, including the space within a 25 foot radius of each area, including, but not limited to, kitchens, cafeterias, concession stands, bars, buffets, pantries, vending areas, condiment stands, dining areas, storage and prep areas in a clean, sanitary, and orderly fashion. If specialty food service areas are set up for trade shows, conventions, or public events, Concessionaire's maintenance responsibility shall be expanded to take in all service and seating within the specialty food service area.
2. Concessionaire must provide adequate pest control licensed by the State and approved by the Authority for each assigned area. Multiple citations for violations occurring in more than one year, as issued by the appropriate State or local inspectors may be cause for termination.
3. Concessionaire shall maintain Authority approved par levels of all Equipment, Leasehold Improvements, uniforms and Smallwares. The Concessionaire or the Authority shall provide and the Concessionaire shall maintain and replace a minimum par stock of 4,000 high quality Authority approved place-settings and 1,000 premium quality Authority approved place-settings.

4. Concessionaire shall maintain, as a Direct Operating Cost, all Equipment, Leasehold Improvements, uniforms and Smallwares used in performance of its duties, including rolling stock, in a good state of repair, including maintenance, replacement or repair necessitated by ordinary wear and tear.
5. The Authority may require the use of its in-house maintenance staff for the repairs and maintenance, if it is in the Authority's best interest.

G. The following provisions shall apply to Concessionaire's use of utilities:

1. The Authority shall pay for the usage of HVAC, electricity, gas, and water service for the Concessionaire's operation. Concessionaire will utilize prudent energy management.
2. The cost of telephone service shall be a Direct Operating Cost of the operation.
3. The Concessionaire will be responsible for bringing their trash and garbage from all Foodservice areas to the designated dumpster or recycling areas in the Facilities. The removal of the dumpster and recyclables from the Facilities will be paid for by the Authority.
4. The cost to repair or replace any utility service or lines due to Concessionaire's negligence shall be the Concessionaire's expense and not a Direct Operating Cost. Concessionaire's sewer lines shall be self-maintained by the Concessionaire and shall be maintained to the satisfaction of the Authority. Concessionaire shall take all precautionary measures necessary to assure that grease is not discharged into the sewers.
5. The Concessionaire is responsible for complying with all recycling rules, regulations and laws of the Authority and/or appropriate governmental bodies.
6. The Authority shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the Authority shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence. Also, the Authority shall not be responsible for any goods, merchandise or Equipment stored at the Facilities nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

H. The following provisions shall apply to Concessionaire's recordkeeping and accountability obligations:

1. Concessionaire shall maintain all accounting records for the Facilities in a format approved by the Authority at the on-site office. The accounting records shall be

available for audit by the Authority at any time throughout the term of the Agreement at the on-site office, and for three years following the term of the Agreement at the Concessionaire's main office.

2. Concessionaire shall use compatible hardware, software and Authority or Designee-approved accounting software, for all Catering proposals, contracts, invoices, and all accounting functions.
3. Concessionaire shall submit for Authority approval, in a format approved by the Authority, a budget for its operation, four months prior to the beginning of each Agreement Year, for every year during the term of the Agreement. Concessionaire must notify Authority in advance, of any income or expenditure of \$1,000 or more that exceeds the approved budget. Concessionaire may not expend any such excess moneys above the approved amounts without Authority approval.
4. Concessionaire shall provide the Authority or its Designee with a preliminary sales report by close of business on the day following each event. Concessionaire shall provide to the Authority or its Designee, in a format directed by the Authority or its Designee, a written summary of each event within 72 hours of that event, indicating where appropriate, customer pricing, guarantees, sales by location, total inventory sales, total register sales, and cash overages and shortages. Concessionaire shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.
5. Concessionaire shall maintain a separate commercial account for all sales deposits. Cash shortages in excess of one half percent (1/2%) of inventory sales will be deducted from the Management Fee.
6. Concessionaire must use computerized cash registers or point of sale equipment as approved by the Authority. The Authority shall have access to all sales and management reports. The Authority requires the ability of customers to use credit and debit cards for sales in the Facilities.
7. The Authority will require an independent certified audit of the Concessionaire's operating expenses related to the Agreement, by an accounting firm approved by the Authority, no later than ninety (90) days after the end of each Agreement Year. Such expense, if incurred by Concessionaire will be treated as a Direct Operating Cost.
8. In the event the Authority is not satisfied with the statements submitted by the Concessionaire, as provided for herein, the Authority shall have the right to make a special audit by auditors selected by the Authority, of the books and records required to be made and preserved, including all sales and expenses, by the Concessionaire. If such audit shows a deficiency in payments by the Concessionaire for any Accounting Period covered, in excess of one percent (1.0%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid promptly by Concessionaire to the Authority and not absorbed as a Direct Operating Cost.

I. The following provisions shall apply to Concessionaire’s insurance and risk management obligations:

1. **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.
2. Concessionaire shall not commence any work under the Agreement until it has obtained all of the prescribed insurance and bonds, and such insurance and bonds have been approved by the Authority.
3. **Performance Bond:** During the Agreement and for a period of five years thereafter, Concessionaire shall maintain a performance bond in the amount of five hundred thousand dollars (\$500,000) payable to the Authority, in the event of default by the Concessionaire. Cost of providing the Performance Bond shall be a Concessionaire corporate expense, not a Direct Operating Cost. Companies issuing the bond must be registered to do business in the State.
4. Insurance:
 - a. During the term of the Agreement, the insurance coverage outlined herein shall be kept in full force and effect continually and may be increased to meet the then current needs of the Facilities. These expenses and costs shall be a Direct Operating Cost. The insurance must protect the Concessionaire and Authority from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with the performance of Concessionaire’s services hereunder or from or out of any negligent act or omission of Concessionaire, its officers, directors, agents or employees. Limit requirements may be met by combining primary and excess/umbrella policies if necessary.
 - i. Commercial General Liability (“CGL”) Insurance
 1. General Aggregate of \$2,000,000
 2. Products Completed Operations Aggregate of \$2,000,000
 3. Personal & Advertising Injury of \$1,000,000
 4. Each Occurrence limit of \$1,000,000
 5. Fire Damage (any one fire) limit of \$ 250,000
 6. Medical Expense limit of \$ 10,000
 7. Liquor Liability limit of \$1,000,000
 8. Automobile Liability (including owned, non-owned and hired coverage) of \$1,000,000 CSL

- ii. Blanket Employee Dishonesty with minimum limits of \$100,000 per occurrence. This coverage shall be extended to provide coverage to funds and/or property held by the Concessionaire on behalf of the Authority.
 - iii. Workers' Compensation Insurance as required by applicable law.
 - iv. Employer's Liability ("EL") Insurance with minimum limits of \$1,000,000 per occurrence.
 - v. Personal Property Insurance providing All Risk Coverage on a replacement basis for the appropriate limit to cover all Concessionaire's personal property to include furniture, fixtures, equipment, inventory and any other personal property of the Concessionaire.
 - vi. Umbrella or Excess Liability: additional \$10,000,000, with coverage is to apply to excess of and following the form of the, CGL, EL, Alcoholic Beverage and Automobile Liability policies.
- b. All insurance shall be with companies and on forms acceptable to the Authority and shall provide that the coverage may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to the Authority. All insurance shall be primary and not contributory. All insurance shall be written by companies with a BEST Guide of rating of A or better. Certificates of insurance (or copies of policies, if required by the Authority) shall be furnished to the Authority, naming the Authority, the City, and the ACIA as additional insured by specific endorsement (using the following language: "*The city of Atlantic City, the Atlantic County Improvement Authority, and the Casino Reinvestment Development Authority, its Members, Officer, Employees, Agents and Assigns*") and contain a waiver of subrogation. The additional insured requirement does not apply to Workers' Compensation or Blanket Employee Dishonesty.
- c. Not later than thirty (30) days prior to the date on which coverage is to be provided hereunder, the Concessionaire shall furnish to the Authority a certificate evidencing the required coverage.
5. Mutual Waiver of Subrogation: Neither the Authority nor the Concessionaire shall be liable to each other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees; provided, however, that this limitation of liability shall only be applicable to the extent of insurance proceeds paid where such loss or damage is covered by insurance benefiting the party suffering such loss or damage. This mutual limitation shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in any other related agreement with respect to any claim of the Authority or the Concessionaire. Inasmuch as this limitation of liability will preclude the assignment of any such claim by way of subrogation (or otherwise) to an insurance company (or any other person), the Authority and the Concessionaire agree to give to each of its issuing insurance companies, written notice of the terms of such mutual limitation of liability, and to have such insurance policies properly

endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such limitation of liability.

6. Indemnification: Concessionaire shall defend, (if required by Authority) indemnify and hold the Authority harmless from and against any and all claims, demands, expenses, or losses, of any nature whatsoever, including attorneys' fees, arising directly or indirectly from or out of any negligent act, error, or omission of Concessionaire, its officers, directors, agents, subcontractors, invitees or employees; and/or any occupational injury or illness sustained by an employee or agent of the Concessionaire in furtherance of Concessionaire's services under this RFP and the Agreement, and/or any failure of Concessionaire to perform its services in accordance with the highest generally accepted professional standards, and/or any breach of Concessionaire's representations, and/or any other failure of Concessionaire to comply with the obligation on its part to be performed under the Agreement. To the extent that goods are not manufactured in accordance with Authority's designs, Concessionaire shall defend, indemnify, and hold harmless the Authority and other users of the goods from and against any third party claim of infringement of any intellectual property right(s) by reason of sale or use of any articles purchased under the Agreement. Authority shall promptly notify Concessionaire of any such claim.
7. Concessionaires may not assign the Agreement or purchase orders to any party (including financial institutions) without written permission of the Authority.

J. The foregoing list of responsibilities and services are not exclusive; the Authority and the Concessionaire(s) may agree in writing to amend or augment the responsibilities and services set forth above.

3.0 PROPOSAL PREPARATION AND CONTENT

3.1 General

When preparing and submitting its proposal, the Respondent is advised to thoroughly read and follow all instructions contained in this RFP.

3.2 Proposal Content

A. The proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 – Cover Letter (Summarize the key points of the proposal)
- Section 2 – Profile, Experience and Qualifications
- Section 3 – Financial Proposal
- Section 4 – Required Submittals and Compliance Information

B. Section 1 Cover Letter

All Respondents should submit a cover letter summarizing its proposal. Please highlight the key points of the proposal. The cover letter should also include references to section(s) of the proposal that the Respondent would like to propose confidentiality or copyright designations. (Please see **Section 1.14**).

C. Section 2 Profile, Experience and Qualifications

1. Indicate the date your company was established.
2. Describe all types of services provided by your company.
3. Describe your company's specialty and/or area(s) of expertise.
4. Identify the number of line and management employees in your company, including individuals with relevant certifications, licensures or unique qualifications.
5. The qualifications and experience of your company to perform the required services. In particular, list and describe in detail up to five (5) engagements in which your company provided the services sought under this RFP and which are representative of the qualifications of your company to undertake the proposed engagement.
6. Provide a description of your company's presence in New Jersey. Note the location of each office.
7. Identify any state entities that have engaged your company during the last five (5) years. For each engagement, provide the name of the state entity, a description of the engagement, the dates of the engagement and the name and contact information of the state employee responsible for overseeing your company's contract.
8. Describe the company's approach to maintaining responsive communication with the CRDA and keeping the CRDA informed of problems and progress.
9. Provide a representative listing of the company's major private and public sector engagements.
10. Provide the name, address, telephone number, e-mail address, and facsimile number for the principal contact person in your company who will manage the CRDA engagement.
11. Describe qualifications and experience of the particular professionals who are expected to be assigned to this engagement, and their office location, if not at the Facilities.

12. Identify all adverse determinations against the Respondent or any of its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints of any kind under any local, state or federal laws or regulations.
13. Identify any material arrangements, relationships, associations, employment or other contacts that may cause a conflict of interest or the appearance of a conflict of interest if the Respondent provides services to the CRDA or any State departments, offices, divisions or other independent authorities. You may submit your proposal subject to a resolution of such conflicts. You have a continuing obligation to disclose to the CRDA any actual or potential conflicts with respect to this engagement.

D. Section 3 Financial Proposal and Relevant Parameters

1. The Respondent must submit its financial terms, incentives and pricing using the format set forth in the Financial Proposal forms appended hereto as **Submittal 10** to this RFP. If Respondent fails to complete the Financial Proposal forms included with the RFP, the proposal may be deemed nonresponsive. **The Financial Proposal must include all services solicited herein, Foodservice, Concessions, Merchandise and Catering.** Any additions to the Financial Proposal must be submitted as a Rider to Submittal 10.
2. The Respondent will also indicate as part of its proposal any capital investment that they project will be required to upgrade the Foodservice facilities, regardless of the whether the Concessionaire or the Authority provides the funding for all or part of that capital investment.
3. [*reserved.*]
4. Title to all Equipment, Leasehold Improvements, and Smallwares will immediately be placed in the name of the Authority when delivered and/or installed at the Facilities. At the termination of the Agreement, for any reason, the Authority will purchase or cause to be purchased the then book value of Concessionaire's approved investment.

The Concessionaire will prepare a profit and loss statement, with content and format as directed by the Authority, for each Accounting Period and submit the statement with Net Profits no later than 15 days following the close of the preceding Accounting Period. In any Accounting Period in which there are not any Net Profits, the Concessionaire shall accrue such loss until the next Accounting Period to cover those losses. There will be an annual reconciliation of all losses or profits and payments for the last Accounting Period of each Agreement Year. In an Agreement Year that does not have Net Profit, the Authority shall pay the Concessionaire the amount of money necessary to bring Concessionaire's direct operating expenses back to zero (\$0.00).

E. Section 4 Required Submittals and Compliance Information

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

1. Signatory Page, Submittal 1
2. Food and Beverage, Merchandise Concessions and Catering Agreement, Submittal 2 **NOTE: 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.**
3. Disclosure of Investigations/Actions against Respondent, Submittal 3
4. Notice of Intent to Subcontract, Submittal 4
5. Subcontractor Utilization Form, Submittal 5
6. Services Source Disclosure Form, Submittal 6
7. Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Submittal 7
8. 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.**
9. Non-Collusion Affidavit, Submittal 9
10. Financial Proposal, Submittal 10
11. Disclosure of Investment Activities with Iran, Submittal 11
12. Proposal Bond/Check, Submittal 12

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.

5.0 REQUIRED SUBMITTALS AND COMPLIANCE INFORMATION

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

1. Signatory Page, Submittal 1
2. Food Beverage and Merchandise Concessions and Catering Agreement, Submittal 2

NOTE: 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.

3. Disclosure of Investigations/Actions against Respondent, Submittal 3
4. Notice of Intent to Subcontract, Submittal 4
5. Subcontractor Utilization Form, Submittal 5
6. Services Source Disclosure Form, Submittal 6
7. Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Submittal 7
8. 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.

9. Non-Collusion Affidavit, Submittal 9
10. Financial Proposal, Submittal 10
11. Disclosure of Investment Activities with Iran, Submittal 11
12. Proposal Bond/Check, Submittal 12

B. 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>.

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

1. 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).

2. Evidence of a “good faith effort” includes, but is not limited to:
 - a. The company shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact the same.
 - b. The company 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 company 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 company shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
 - e. The company shall provide all potential subcontractors and sub-consultants that the company has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
 - f. The company 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.
3. Furthermore, the company 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.
4. Pursuant to Executive Order 151 the participants’ goals for this procurement are African-Americans 2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

D. Notice to all Contracts Set-Off for State Tax Notice

1. 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.

2. 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.

E. Revenue Procedure 97-13: 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.

5.1 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 may result in rejection of the proposal.

5.2 Concession Agreement

The Respondent shall review and indicate its acceptance of all of the terms and conditions of the Food Beverage and Merchandise Concessions and Catering Agreement. 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 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 MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.

5.3 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 the company, any principal in the company, or person to be assigned to the CRDA contract, involving any public sector clients 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. The Respondent shall use the Disclosure of Investigations and Actions Involving Respondent form appended hereto as **Submittal 3**.

5.4 Notice of Intent to Subcontract

The Respondent shall complete the Notice of Intent to Subcontract Form appended hereto as **Submittal 4** to advise the CRDA as to whether or not a subcontractor will be utilized to provide any goods or services under the contract.

5.5 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.

5.6 Services Source Disclosure Form

Effective August 3, 2005, all contracts primarily for services awarded by the CRDA shall be performed within the United States, except when the CRDA certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. The intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where the services under the contract, including subcontracted services, will be performed. If any of the services cannot be performed within the United States, the Respondent shall state with specificity the reasons why the services cannot be performed in the United States. Pursuant to *N.J.S.A. 52:34-13.2*, the Respondent is required to submit with its proposal a completed source disclosure form. The Services Source Disclosure Form is appended hereto as **Submittal 6**.

5.7 Affirmative Action

Respondent shall submit to the CRDA, 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) (**See Submittal 7**)

5.8 Political Contributions Disclosure

The Respondent is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the CRDA. The Political Contributions Disclosure form is appended hereto as **Submittal 8**. Furthermore, the Concessionaire is required to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Concessionaire receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Concessionaire's responsibility to determine if filing is necessary. Failure to 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.

5.9 Non-collusion Affidavit

The Respondent shall execute and submit the non-collusion affidavit appended hereto as **Submittal 9**.

5.10 Financial Proposal and Term of Engagement

A. Consistent with **Section 3.2D**, the Respondent must submit its financial terms, incentives and pricing using the format set forth in the Financial Proposal form appended hereto as **Submittal 10** to this RFP. If Respondent fails to complete the Financial Proposal included with the RFP, the proposal may be deemed nonresponsive. **The Financial Proposal must include all services solicited herein, Foodservice, Concessions, Merchandise and Catering.** Any additions to the Financial Proposal must be submitted as a Rider to **Submittal 10**.

B. **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.**

5.11 Disclosure of Investment Activities in 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 Respondent'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 the Respondent.

5.12 Proposal Bond or Certified Check

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.

6.0 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 Concessionaire 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: Food, Beverage and Merchandise Concession

FOR INFORMATION:

CRDA
15 South 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 on behalf of the Respondent:**

Signature

Date

Name: _____

Title: _____

Submittal 2
Concession 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 company 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 company, 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 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

PUBLIC LAW 2005, CHAPTER 51 AND EXECUTIVE ORDER 117 (2008)

Chapter 51 Instr. - Rev. 4/17/15

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

Financial Proposal

Having carefully read and examined the Request for Proposals, the undersigned Respondent hereby agrees to furnish all of the services specified in the RFP in accordance with the financial terms attached hereto

All Respondents attending the Facilities Tour and Pre-Proposal Meeting will be provided with Financial Proposal forms for Respondent's use when completing Submittal 10. The Respondent must use the forms provided by the Authority.

NAME OF RESPONDENT

Dated: _____

BY: _____

NAME: _____

TITLE: _____

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): _____

Signature: _____

Title: _____

Date: _____

Schedule 1.2I

Historical Sales and Attendance for the Facilities

To be provided during the Facilities Tour

Schedule 1.2J

Projected Events and Attendance at the Facilities

To be provided during the Facilities Tour

Schedule 1.2K

Current Equipment Inventory for Concessionaire's Use

To be provided during the Facilities Tour