

October 10, 2018

To: All Interested Respondents

Re: Food Beverage and Merchandise Concessions and Catering RFP

Addendum #5

This Addendum sets forth the Q&A for questions received by the CRDA website pursuant to section 1.5 of the RFP documents before the Q&A deadline of September 27, 2018 at 3:00 pm. Any questions received after the deadline will not be entertained.

Q1. For Submittal 7 can you confirm that a valid “Certificate of Employee Information Report” provided to our company as the result of a properly completed Employee Information Report (AA-302) is the proper document to coincide with checking the “first box,” which reads “I Have a Current NJ Affirmative Action Certificate”?

A1. Yes.

Q2. Will the CRDA accept a proposal with a term longer than the seven years (5 + 2) outlined in the RFP?

A2. Yes, as an additional option period.

Q3. Would the CRDA accept an amortization period equal to the maximum contract term of the agreement (including extension options) for a significant capital investment?

A3. Yes, the Authority would consider negotiating an amortization schedule for a significant capital investment.

Q4. Regarding the terms and conditions of the RFP, we would like to request that any termination provision is based on cause and not convenience.

A4. No, the Authority reserves the right to terminate the agreement without cause. Respondents may propose alternative notice periods for termination without cause.

Q5. Can you confirm that the “Ownership Disclosure Form” is not required as part of this RFP process?

- A5. The information sought under the “Ownership Disclosure Form” is now incorporated into Submittal 8, Disclosure of Political Contributions.
- Q6. Regarding Submittal 4 – Notice of Intent to Subtract Form and Submittal 5 – Subcontractor Utilization Form, can you provide clarification on what constitutes a subcontractor? Under our service model, when we contract third parties as an agent for the CRDA, we define these as service providers and not subcontractors. Please clarify whether or not these providers should be disclosed.
- A6. To the fullest extent possible, the respondent should identify third parties that it intends to engage in support of its contractual obligations to the Authority. The Authority reserves the right to approve all third party vendors and service providers working in the facility(ies).
- Q7. Can you further clarify what is expected as it pertains to merchandise services? Please provide more detail regarding exclusivity in merchandise services for the successful bidder.
- A7. Merchandise are goods (hats, t-shirts, discs and tapes, programs, etc) consigned to facility operators for sale to the public. There is currently no exclusive arrangement with any merchandise firm.
- Q8. Regarding the Beach Shows as outlined in the RFP/contract, can you please clarify if the CRDA or the Promoter (i.e. Live Nation) have the rights to outsource food services?
- A8. The promoter of a beach show has the right to outsource food services. The successful respondent to this RFP is required to comply with the terms and conditions of the Authority’s agreement.
- Q9. Does the Food Service Company supervise the Starbucks Agreement at Boardwalk Hall?
- A9. The lease agreement with Starbucks is directly with the Authority.
- Q10. What is the annual compensation of Starbucks back to the Authority?
- A10. \$40,000/year with additional rent based on sales.
- Q11. Please share the last three years Gross Revenues for Atlantic City Convention Center and Boardwalk Hall in the following categories:
- a. Food & non-alcoholic beverage
 - b. Alcoholic Beverages
- A11. See the following documents attached:

- Atlantic City Convention Center & Historic Boardwalk Hall 2016 Budget
- Atlantic City Convention Center & Historic Boardwalk Hall 2017 Budget
- Atlantic City Convention Center & Historic Boardwalk Hall 2018 Budget

Q12. Would CRDA consider making the performance bond a direct expense of the operation, as done on the Facility Management side?

A12. No.

Q13. Are beach concerts still part of the scope of services?

A13. The RFP addresses this query. Respondents are directed to carefully review section 2.0 of the solicitation.

The respondent is responsible to ensure that any changes necessitated by Addenda are accounted for and incorporated into the respondent's response to the RFP. All instructions, terms and conditions of the Contract Documents shall remain unchanged, unless expressly modified by the Authority.