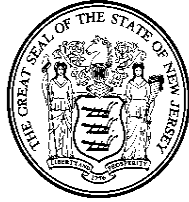


CASINO REINVESTMENT DEVELOPMENT AUTHORITY



REQUEST FOR PROPOSALS

For:	OPERATION OF SURFACE LOT PARKING ATLANTIC CITY, NJ

Event	Date	Time
Respondent's Questions Due Date	Nov. 16, 2018	12:00 p.m.
Proposal Submission Due Date	Nov. 30, 2018	11:30 a.m.

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the CRDA webpage.

RFP Issued By

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

Date Issued: November 2018

CASINO REINVESTMENT DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSALS

OPERATION OF SURFACE LOT PARKING

This Request for Proposals (“RFP”) will be available on the website of the Casino Reinvestment Development Authority (the “Authority” or “CRDA”) 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. All questions regarding this RFP must be submitted in writing accordance with the requirements, and by the date and time indicated on the face page, of this RFP.

Proposals will be received, and opened in public at the CRDA, 15 South Pennsylvania Avenue, Atlantic City, New Jersey on **November 30, 2018 at 11:30 a.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 – Operation of Surface Lot Parking**” and contain the proposal opening date and respondent’s name and address.

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

Casino Reinvestment Development authority
15 South Pennsylvania Avenue
Atlantic City, New Jersey 08401

November 2018

1.0 INFORMATION FOR RESPONDENTS

1.1 Background

The Casino Reinvestment Development Authority (“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.*). In 2011, the CRDA was charged with establishing and managing the Atlantic City Tourism District in accordance with P.L. 2011, C. 18, as amended by P.L. 2012, C. 34 (the “CRDA Act”).

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

1.2 Purpose and Intent

The CRDA is seeking a qualified organization, with experience in the operation, management and maintenance of surface parking lots. The CRDA currently has five (5) surface parking lots that are sufficient for parking operations (the “Parking Lots”).

The Parking Lots are to be operated as public parking with self-parking made available on a first-come basis subject to allocations between various classifications of parking including but not necessarily limited to permit parking, transient parking and event parking. The successful respondent will be expected to propose a plan to operate the Parking Lots which includes operating for special events at the discretion of the CRDA at rates negotiated with CRDA.

The CRDA intends to award a contract to respondent whose proposal is most advantageous to the CRDA, price and other factors considered. The CRDA reserves the right to reject any and all proposals when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in proposals submitted in response to this RFP.

RESPONDENTS ARE CAUTIONED TO REVIEW SECTION 1.13 HEREIN PRIOR TO SUBMITTING A REPLY TO THIS SOLICITATION.

1.3 Proposal Submission

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

SHARON D. DICKERSON, ESQ.

ASSISTANT GENERAL COUNSEL
CASINO REINVESTMENT DEVELOPMENT AUTHORITY
15 S. PENNSYLVANIA AVENUE
ATLANTIC CITY, NEW JERSEY 08401

by the date and time located on the cover page. 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 "CRDA – OPERATION OF SURFACE LOT PARKING", AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT'S NAME AND ADDRESS.**

Proposals submitted by facsimile or electronically will not be considered.

1.4 Number of Proposal Copies

The respondent must submit **two (2) complete ORIGINAL sealed proposals**, clearly marked as the "ORIGINAL" proposal. The respondent should submit **three (3) full, complete, and exact copies** of the original proposal.

1.5 Questions and Answers

The CRDA will accept questions and inquiries pertaining to this RFP from all potential respondents electronically. Questions shall be directed to the staff member identified in Section 1.3, at the following email address:

CRDA-QUESTIONS@NJCRDA.COM

The cut-off date for electronic questions will be as indicated on the cover page.

The subject line of all emailed questions should say "Surface Lot Parking - Proposal Inquiry".

Any requested exceptions or proposed additions to the Parking Lot Management Services Agreement, appended as Submittal 2, shall be raised by the respondent as a question during the Question and Answers period through the same procedure set forth in this provision of the RFP. Any amendment to the Parking Lot Management Services 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 Parking Lot Management Services Agreement.

Respondents are **NOT** to contact the CRDA directly, in person, or by telephone concerning this RFP. All questions and answers will be posted on the CRDA website.

1.6 Addenda: Revisions to this Request for Proposals

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract award as a result of this RFP. ALL RFP ADDENDA WILL BE POSTED ON THE CRDA'S WEB SITE.

It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP. There are no 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.

1.7 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 assumes no responsibility and bears no liability for cost incurred by a respondent in the preparation and submittal of a proposal in response to this RFP.

1.8 Proposal Opening

On the date and time proposals are due under the RFP; all proposals received will be opened publicly. 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 contract if deemed necessary by the CRDA.

1.9 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 a contract award from being made to the respondent.

1.10 Proposal Errors

A respondent may withdraw its proposal prior to proposal opening, by a request in writing to staff member identified in Section 1.3 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 1.3 of this RFP.

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 1.3 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.

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 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Attn: Staff member identified in Section 1.3
PROPOSAL WITHDRAWAL REQUEST

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.

If it is discovered that there is 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.

1.11 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.

1.12 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/factual basis for such assertion. The CRDA reserves the right to make the determination 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.

1.13 Minimum Requirements. All respondents **must submit documentation** within their proposal to demonstrate that respondent meets all of the following minimum requirements:

- A. Respondent must have at least five (5) years’ experience operating surface parking lots.
- B. Each respondent, as a whole, must meet these minimum requirements. A respondent lacking this current experience cannot qualify by relying on past experience of its personnel/staff from work for other companies.

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

2.0 SCOPE OF SERVICES

Respondents are to indicate responses to ALL service requirements and specifications listed below in the order listed using the same numbering system.

Each response shall specifically reference the respondent’s ability to provide the listed services or products. If noncompliance or an inability to provide any particular service, product or option is indicated, specify the proposed alternative. Noncompliance, without an acceptable alternative may result in a non-responsive finding, resulting in Respondent’s disqualification.

Scope of Services:

- A. Surface Lots

The following surface lots are available for parking operations:

Surface Lot #	Block	Lot(s)	Location	Surface	Number of Parking Spaces
1	157	1-3, 34-39	Ohio Avenue	Paved	96
2	157	11-15	Indiana Avenue	Paved	243
3	163	13-39, 41, 50, 51, 68-71	Georgia & Pacific Avenues	Paved and gravel	100 paved 91 gravel
4	389	1	Fairmount Avenue	Paved	298
5	396	2,5,7,8,10	Near Convention Center	Paved	425

- B. Surface Lot 1 is primarily for the convenient use and benefit of the patrons, visitors and employees of the AtlantiCare facility, subject to CRDA's right to designate special usage from time to time. Surface Lot 1 must operate seven days a week, during hours of operation established by the CRDA. Surface Lot 5 is primarily for the convenient use and benefit of the patrons, visitors and employees of the Atlantic City Convention Center, subject to the manager of the Atlantic City Convention Center (the "Facilities Manager") right to designate special usage from time to time. Surface Lot 5 must be operated seven days a week, during hours of operation established by the Facilities Manager, at least on a quarterly basis.
- C. Respondent shall operate Surface Lot 4 solely for Special Events designated by the CRDA from time to time and for marshalling, as needed, for events at the Atlantic City Convention Center designated by the Facilities Manager from time to time.
- D. Respondent may operate Surface Lots 2 and 3 in respondent's discretion subject to CRDA's right to designate use of the lots for Special Events. The 91 gravel spots on Lot 3 (block 163, lots 16-49 & 51-71) may only be used by special permit granted by the City of Atlantic City. The Manager would be responsible for obtaining said special permit.
- E. Special Events shall include, but are not limited to, the following:
 - a. Beach concerts
 - b. Air show and rehearsal August
 - c. Armed Forces Parade
 - d. Miss America Parade and Pageant September
 - e. Boat Show*
 - f. RV Show*
 - g. Car Show*
 - h. National Sports Collectors Show*

*Special Events at the Convention Center- Surface Lot 4 parking may be required for event groups.

- F. Respondent will be responsible for providing all staff necessary to operate the parking lots in a first class manner. Staff must wear appropriate attire that specifically identifies Respondent company along with a name badge identifying the staff person.
- G. Respondent will be responsible for obtaining all permits necessary and insurance to operate the parking lots.
- H. Respondent will collect all parking revenues in accordance with the rates and policies established and approved by the CRDA. Respondent must prepare and maintain accurate reports and records on a daily basis of the parking operation.
- I. Respondent will supervise and control daily policing of the parking lots, establish controls to prevent vandalism, theft, arson, damage to parked cars and prevent unreasonable accumulation of debris, dust, oil, dirt, slicks and loss of security.

- J. Respondent will install a verifiable mechanism to count the number of cars using each lot on a daily basis.
- K. Respondent will make any and all capital improvements to the Surface Lots that it requires for operation, as approved by the CRDA.
- L. Respondent will train its employees to provide a high level of customer service and shall handle all complaints from the general public in a professional and courteous manner.
- M. Respondent will be required to pay a license fee to CRDA for the use of the Surface Lots.
- N. Any long term parking on the Surface Lots must be done by written agreement with and approved by the CRDA or Facilities Manager.

The foregoing list of responsibilities is not exclusive; the CRDA and the successful respondent(s) may agree in writing to amend or augment the responsibilities set forth above. **CRDA reserves the right to remove any of the lots from operation under the agreement resulting from this RFP.**

3.0 PROPOSAL PREPARATION AND SUBMISSION

3.1 General

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

3.2 Proposal Content

The proposal should be submitted in one volume and that volume divided into 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- Documentation supporting Minimum Requirements (Section 1.13)
- Section 4 – Required Submittals and Compliance Information

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 designation. (See Section 1.12).

Section 2 Respondent Profile, Experience and Qualifications

1. Indicate the date your firm was established.

2. Respondent Profile and Experience

(A) Give a brief description of the firm including organization structure and the firm's experience in operating, managing and maintaining surface parking lots..

(B) Identify the number of employees of the respondent. The proposal shall include a listing of the total number of employees, their qualifications and experience, and an organization chart.

(C) Identify any state or local agencies, departments or authorities serviced by the respondent during the last three (3) years. Provide the name and contact information of the state/local employee responsible for overseeing the work of the respondent under the contract with the state or local entity.

(D) Provide three references with the name, address, email, facsimile number and telephone number of the contact person.

3. Other Qualification Information

(1) 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.

(2) 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 of New Jersey departments, offices, or divisions or other independent authorities.

Section 3 Minimum Requirements Documentation (Section 1.13 above)

Section 4 Required Submittals and Compliance Information (Section 5 below)

4.0 PROPOSAL EVALUATION

4.1 Proposal Evaluation Committee

Proposals will be evaluated and ranked 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 role.

4.2 Oral Presentation and/or Clarification of Proposal

After the submission of proposals, unless requested by the CRDA as noted below, respondent contact with the CRDA is not permitted, and may result in potential disqualification of the respondent, at the CRDA's sole discretion.

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. Respondents may not attend presentations made by their competitors.

It is within the Evaluation Committee's 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

All proposals will be reviewed to determine responsiveness. The CRDA may reject non-responsive proposals without evaluation, but may waive minor non-compliance. An Evaluation Committee will evaluate responsive proposals. The following evaluation criteria categories, 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:

- Knowledge and experience of the employees dedicated to the CRDA contract;
- Experience of the firm in the field of parking operation, management and maintenance.
- Resources of the firm;
- Competitiveness of Financial Proposal.
- Exceptions taken to the Parking Lot Management Services Agreement
- CRDA's prior experience with the respondent.
- Quality of References

4.4 Proposal Discrepancies

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.

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 Authority 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 of a proposed contract award with any respondent, and/or solicit a Best and Final Offer (BAFO) from one or more bidders.

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.

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. Parking Lot Management Services Agreement, Submittal 2
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 (**Form posted with this Solicitation**)
9. Non-Collusion Affidavit, Submittal 9
10. Financial Proposal, Submittal 10
11. Disclosure of Investment Activities with Iran, Submittal 11

B. The respondent must be properly registered to do business with the State of New Jersey as of the date of contract award, and should submit a copy of the respondent's NJ Business Registration Certificate with its proposal. 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

Small Business Enterprise Requirement: It is the policy of the CRDA and as required by Executive Order 151 (“EO 151”) that small businesses (each a “small business enterprise” or “SBE”), as determined and defined by the State of New Jersey, Division of Minority and Women Business Development (“Division”) and the New Jersey Department of the Treasury (“Treasury”) in N.J.A.C. 17:14 et seq. or other application regulation, should have the opportunity to participate in CRDA contracts.

To the extent the Contractor engages subcontractors or sub-consultants to perform services for the CRDA pursuant to this Contract, the Firm must demonstrate to the CRDA’s satisfaction that a good faith effort was made to utilize subcontractors and sub-consultants who are registered with the Division as SBEs. Be advised that the CRDA shall be evaluated quarterly by the Division, based on its attainment of the Participation Goals set forth in the State of New Jersey Construction Services Disparity Study (October, 2005) and the State of New Jersey Disparity Study of Procurement in Professional Services, Other Services, and Goods and Commodities (June, 2005).

Evidence of a “good faith effort” includes, but is not limited to:

1. The Firm shall request listings of SBEs from the Division (609) 292-2146 and attempt to contact the same.
2. The Firm shall keep specific records of its efforts, including records of all requests made to the Division, the names of SBEs contacted, and the means and results of such contacts, including without limitation receipts from certified mail and telephone records.
3. The Firm shall actively solicit and shall provide the CRDA with proof of solicitations of SBEs for the provision of services; including advertisements in general circulation media, professional service publications and small business, minority-owned business or women-owned business focus media.
4. The Firm shall provide evidence of efforts made to identify categories of services capable of being performed by SBEs.
5. The Firm shall provide all potential subcontractors and sub-consultants that the Firm has contacted pursuant to 2 or 3 above with detailed information regarding the scope of work of the subject contract.
6. The Firm shall provide evidence of efforts made to use the goods and/or services of available community organizations, consultant groups, and local, State, and federal agencies that provide assistance in the recruitment and placement of SBEs.

Furthermore, the Firm shall submit proof of its subcontractors’ and/or sub-consultants’ SBE registrations, and shall complete such other forms as may be required by the CRDA for State reporting as to participation.

Pursuant to Executive Order 151 the participants' goals for this Contract are African-Americans 2.47%, Asian-Americans 1.47%, Hispanics 1.1%, Native Americans .07% and Caucasian Females 3.74%.

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

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

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

5.1 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 Parking Lot Management Services Agreement

Respondents shall review and execute **Submittal 2**. The CRDA reserves all rights to reject any and all proposals based upon exceptions taken to the proposed form of contract. Execution of **Submittal 2** is not to be construed as entering into a contract with the CRDA, but rather as a submission of an offer to contract with the CRDA. Any requested exceptions to the **Parking Lot Management Services Agreement** must be raised by the respondent as a question during the Question and Answers period through the same procedure set forth in Section 1.5 of this RFP. **Failure to execute Submittal 2 will result in the proposal being rejected as non-responsive.**

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 firm, any principal in the firm, 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 attached Notice of Intent to Subcontract Form (**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:

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

5.8 Political Contributions Disclosure

The respondent is required to complete the Political Contributions Disclosure form (**Submittal 8**). The requirement is a precondition to entering into a contract with the CRDA. **Submittal 8 is posted with this Solicitation.**

Furthermore, the successful respondent is required to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the successful respondent receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the successful respondent's responsibility to determine if filing is necessary. Failure to 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 (**Submittal 9**).

5.10 Financial Proposal

The respondent must submit its pricing using the format set forth in the CRDA supplied Fee Submittal appended hereto as **Submittal 10** to this RFP. If respondent fails to complete the fee Submittal, the proposal may be deemed nonresponsive. Merely attaching a firm's billing Submittal is unacceptable. Any additions to the Fee Submittal must be submitted as a Rider to Submittal 10.

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 bidder's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a contract to said respondent.**

6.0 Contract Award

The final contract shall consist of this RFP, any addenda issued to this RFP, the respondent's response, and the **Parking Lot Management Services Agreement**, Submittal 2, with any amendments agreed upon by the parties. The CRDA reserves all rights to reject any and all responses based upon exceptions taken to the Parking Lot Management Services Agreement.

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.

The CRDA intends to award a one (1) year agreement with automatic one (1) year renewals. The Contract will not exceed three (3) years total.

Submittal 1

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY
SIGNATORY PAGE**

REQUEST FOR PROPOSAL: Operation of Surface Lot Parking

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

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

SIGNATURE OF THE BIDDER'S AUTHORIZED REPRESENTATIVE ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE SOLICITATION, INCLUDING ADDENDA. BY SIGNING BELOW, BIDDER AGREES TO HOLD ITS BID FIRM: (1) THROUGH THE NOTICE OF CONTRACT AWARD AND DURING ANY CHALLENGE TO THE AWARD (PROVIDED THE FOREGOING PERIODS ARE NOT LONGER THAN 180 DAYS FROM THE BID OPENING), AND (2) IF AWARDED A CONTRACT, FOR THE DURATION OF THE PROJECT THROUGH SUBSTANTIAL COMPLETION. FAILURE OF THE BIDDER TO HOLD PRICES FIRM OR TO MEET OTHER TERMS AND CONDITIONS AS DEFINED IN THE SOLICITATION MAY RESULT IN THE BIDDER BEING SUSPENDED OR DEBARRED FROM CONTRACTING WITH CRDA.

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

Signature

Date

Submittal 2
PARKING LOT MANAGEMENT SERVICES AGREEMENT

INSERT FULL LEGAL NAME AND ADDRESS OF MANAGER:

(referred to hereinafter as the “Manager”)

THIS PARKING LOT MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made as of this ____ day of _____, 2018, by and between the CASINO REINVESTMENT DEVELOPMENT AUTHORITY (the “CRDA”), a public body corporate and politic constituting an instrumentality of the State of New Jersey, with offices at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey 08401 and the Manager identified above.

RECITALS

A. In accordance with the CRDA’s request for proposals released in October of 2018 (the “RFP”) and the Manager’s response thereto dated _____ (the “Response”), and in accordance with CRDA Resolution 18-__ adopted _____, the CRDA has selected the Manager to provide services to the CRDA as described in the RFP (the “Services”).

B. The CRDA owns certain properties, in fee simple, designated as Blocks 157, Lots 1-3, 34-39 (“Parking Lot 1”), Block 157 Lots 11-15 (“Parking Lot 2”), Block 163 Lots 13-39, 41, 50, 51, 68-71 (“Parking Lot 3”), Block 389 Lot 1 (“Parking Lot 4”) and Block 396 Lots 2, 5, 6-8, 10 (“Parking Lot 5”) on the current official tax maps of the city of Atlantic City (“City”) and certain improvements thereon, including without limitation, the surface lot, medians, gate entry and exit equipment, light posts and storage units (singly a “Parking Lot,” collectively the “Parking Lots”).

C. Parking Lot 5 is utilized by the Authority principally as a surface parking lot for patrons and visitors to the Atlantic City Convention Center (the “ACCC”).

D. The Authority’s facilities manager (the “Agent”) manages the operation of the ACCC, has identified the Parking Lot as an underutilized asset, and has presented a recommendation to the Authority to reactivate the Parking Lot to better support the activities of the ACCC.

E. The Manager desires to improve, maintain, manage, and operate the Parking Lots as surface parking lots, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the following mutual covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Engagement and Standard of Operations.** The Authority hereby engages, and the Manager accepts such engagement, to provide professional parking management services for the Parking Lots described in Section 2 on **Exhibit “A”** to this Agreement. The Manager shall manage the use of the Parking Lots pursuant to the standard of operations set forth in this Section and the other terms and conditions of this Agreement, and for no other purpose, as follows:

a) Manager shall operate Parking Lots 1 and 5 seven days a week, during hours of operations established by the Authority and/or Agent at least on a quarterly basis (hereinafter, the “Hours of Operation”), at the fees set forth on **Exhibit “B”** attached hereto and made a part hereof;

b) Parking Lot 5 is primarily for the convenient use and benefit of the patrons and visitors to, and employees of, the ACCC (during the Hours of Operation), subject to the Agent’s right to designate special usage from time to time;

c) Parking Lot 1 is primarily for the convenient use and benefit of the patrons and visitors to, and employees of, the AtlantiCare Hospital (during the Hours of Operation), subject to the Authority’s right to designate special usage from time to time;

d) Parking Lots 2 and 3 are primarily for the convenient use and benefit of visitors to Atlantic City and special events parking subject to the Authority’s right to designate special usage from time to time and the parking rates for special events;

e) Parking Lot 4 is primarily for the convenient use of event groups at the Atlantic City Convention Center and special events parking subject to the Authority’s right to designate special usage from time to time and the parking rates for special events;

f) The Parking Lots, including but not limited to, the sidewalks adjacent to the Parking Lots, will be maintained, in a neat and clean condition, and will comply with all City, state and federal laws, rules or regulations, including, without limitation, any regulations or guidelines adopted for operation of the Parking Lots by the Authority;

g) Manager will be responsible for collecting all parking revenue with the exception of long term parking lease agreements, if any, entered into directly between the Authority and a tenant pursuant to which the tenant will pay the Authority or the Agent directly;

h) Manager will be responsible for operation of the Parking Lots including an electronic system or other method best designed to indicate the number of vehicles using the Parking Lots and recommend parking rates for the Parking Lots;

i) All rates and any change to the Hours of Operation will be subject to the prior approval of the Authority;

j) No signs will be erected in or about the Parking Lots without prior approval of the Authority;

k) Manager shall purchase on behalf of the Authority and Agent all federal, state, and local licenses required by law to be obtained for the operation of the Parking Lots;

l) Manager shall supervise the proper and efficient parking in the Parking Lots of the cars of members of the general public; collect parking fees from such transient parkers in accordance with rates and policies as established or approved by the Authority; issue, collect and keep safe all parking tickets received from such transient parkers; and prepare and maintain accurate reports and records on a daily basis of all such transient parking operations.

m) Manager shall supervise and control continuous daily policing of the Parking Lots and equipment; establish controls to prevent vandalism, theft, arson, damage to parked cars, and to the Parking Lots and equipment; maintain the Parking Lots as required to prevent unreasonable accumulation of debris, dust, oil, dirt, slicks, and loss of security;

n) Prior to September 1st of each year, Manager will provide the Authority or Agent a budget for the ensuing year in a form reasonably satisfactory to the Authority or Agent, such budget to include all anticipated gross revenues and operating and capital expenditures;

o) Manager shall comply with all applicable city, county, state, and federal laws and regulations and obtain all necessary licenses, bonds and permits, insurance applicable for the Parking Lots, and shall observe and comply with the requirements of all policies of insurance with respect to the Parking Lots and any machinery or equipment used in connection with the Parking Lots. Without limiting the foregoing sentences, Manager will comply with all applicable laws and regulations for the cleanup of any hazardous materials or liquids that may spill as a result of accidents, fires, or other events;

p) Manager shall, at its sole cost and expense, make any and all capital improvements to the Parking Lots, as approved by the Authority;

q) Manager shall keep all parking spaces adequately marked and, where applicable, identified at all times to distinguish the availability of the parking spaces for hourly, daily, reserved, handicapped, or other use, as the case may be, and shall comply with directions from the Authority regarding marking and identifying the parking spaces;

r) Manager shall enforce restrictions against the improper or unauthorized use of parking spaces, including, without limitation, arranging for the prompt towing or booting of any vehicle improperly or impermissibly parked in a parking space. Subject to the Authority's approval, Manager shall provide and install all signs that are necessary and appropriate for the enforcement of parking restrictions;

s) Manager shall within twenty-five (25) days after the end of each calendar quarter during the Term, provide to the Authority a report that includes: (i) all funds received by the Manager, (ii) a count of the vehicles using the Parking Lots (with a separate count for any special events), and (iii) such other information and statistics that the Authority may reasonably require. Manager shall also provide an annual report including the foregoing information and such additional detail as the Authority reasonably requires;

t) Manager shall provide a high level of customer service by employing friendly, helpful, customer-oriented personnel. Manager shall handle all complaints from the general public regarding parking in a courteous and professional manner. Except to the extent the Authority may choose from time to time to vary from this procedure, Manager shall receive and handle all communications and complaint from customers. To the extent a communication relates to a matter solely in the discretion or authority of the Authority and/or the Agent, Manager shall direct the person to the appropriate party.

2. **Term and Renewal.** The initial term (“Initial Term”) of the Agreement shall commence as on January 1, 2019 and expire December 31, 2019, and thereafter, the Agreement may be renewed for two additional one-year periods, in accordance with the terms and conditions hereof, with the Initial Term and each annual renewal collectively referred to hereinafter as the “Term”. The Agreement may renew upon the same terms and conditions herein unless: (a) an event of default has occurred that has not been cured at the time of such renewal, or (b) either party hereto gives written notice of non-renewal to the other party hereto at least ninety (90) days prior to start of a renewal Term. Notwithstanding anything to the contrary contained herein, this Agreement shall terminate, without the need for any notice, upon the sale of all of the Parking Lots, by the Authority. If any single Parking Lot is sold, the Agreement shall terminate solely as to the sold Parking Lot, with all rights and obligations hereunder surviving as to all other unsold Parking Lots. Any termination of the Term as to any single Parking Lot or to the Parking Lots shall not have any effect on any monies owing or obligations accrued or actually incurred by either party hereto prior to the effective date of the termination. The Manager’s indemnity obligation shall survive the termination or expiration of this Agreement.

3. **Financial Terms.**

(a) Manager shall pay a license fee equal to the annual amount set forth on **Exhibit ‘C’**, corresponding to the appropriate Parking Lot, during the Term, payable in equal monthly installments of 1/12 of the license fee, by the fifth day of each month, during the Term. The license fee for Block 396 shall be paid to the Agent. The license fee for all other lots shall be paid directly to the Authority. Manager shall also, at its sole cost and expense, make any and all capital improvements to the Parking Lots, as approved by the Authority. In return for Manager satisfying its obligations hereunder, Manager shall be entitled to collect a management fee equal to the total parking fees collected from visitors, patrons and other members of the general public using the Parking Lots, at the parking rates and charges approved by the Authority.

(b) If Manager fails to make any payment required by this Agreement in a timely manner, Manager shall also be required to pay interest at the rate of two percent (2%) plus the rate announced by Bank of America (or its successor) from time to time as its prime rate (but in no event higher than the maximum rate allowed by law), until paid in full, which interest shall be deemed a late fee. If there is no prime rate announced by Bank of America or its successor that can be reasonably used to derive the interest rate for purpose of this section, then the interest rate on such late payments shall be ten percent (10%) per year but not exceeding the maximum rate allowed by law.

(c) Authority shall be responsible for paying monthly electrical utility charges up to \$650 per month. Manager shall be responsible to pay for any amount in excess of the foregoing monthly charge, which excess amount shall be an additional license fee payable in accordance with the terms and conditions hereunder.

4. **Leased Spaces.** Any long term parking arrangements must be by written agreement with and approved by the Authority.

5. **Visitor Spaces.** Manager will operate the Parking Lots and make the lots available to visitors, patrons and the general public, on a first-come, first-served basis in accordance with the then current parking fee schedule approved by the Authority, subject to the Authority's and/or Agent's right to designate some or all of the Parking Lots for one or more special usage events during the Term. Agent and/or Authority will endeavor to provide the Manager with a schedule of such events on a quarterly basis.

6. **Additions and Improvements.** The Manager shall not make any capital additions or improvements to the Parking Lots without first obtaining the written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. All such additions and improvements shall become the property of the Authority upon installation on and or to the Parking Lots.

7. **Independent Contractor.** Manager shall operate and manage the Parking Lots as an independent contractor and shall be solely responsible for the costs and expenses of operations, including, but not limited to, labor, supplies, computer hardware and software, utilities, all consumables, revenue collection supplies, insurance and postage. Nothing contained in this Agreement shall be construed to create or form a partnership or joint venture between the parties hereto or render either party liable for the debts or obligations of the other party.

8. **Books and Records.**

a) Manager shall maintain at an office in Atlantic City, New Jersey, complete and accurate books and records of account in accordance with generally accepted business and accounting practices with respect to the operation, management, and maintenance of the Parking Lots and shall record in these books and records the information reported by Manager pursuant to Section 1, including the parking rates Manager charged for regular parking and any special events parking. The books and records of account shall be retained by Manager for four (4) years, and, upon request by the Agent or the Authority, Manager shall deliver possession of the books and records, or accurate copies thereof, to the Authority. In addition, upon expiration or termination of this Agreement, and for four (4) years thereafter, Manager shall make available to the Authority for inspection and copying (at no expense to the Authority) the books and records of the four (4) years preceding the expiration or termination of this Agreement.

b) The Authority and its authorized representatives may conduct at any time, with reasonable notice, an audit or inspection of the books and records of Manager relating to the operations, management and maintenance of the Parking Lots.

c) Notwithstanding anything to the contrary contained in this Agreement, the Authority shall have the unilateral right to terminate the Term immediately if any audit or inspection discloses (i) there was an intentional discrepancy on the part of an officer or manager of Manager or a shareholder of Manager or (ii) there was an intentional discrepancy made by a person other than those set forth in subpart (i) of which Manager or a shareholder of Manager had actual knowledge but such person with knowledge did not disclose the discrepancy in writing to the Authority, or did not take such corrective action as Manager should have taken in the exercise of reasonable care to avoid any further discrepancy. If any audit or inspection discloses an intentional discrepancy of which an officer or manager of Manager did not have knowledge, the Authority shall inform Manager, and Manager shall (iii) make such monetary adjustments including payment to the Agent as may be required because of such discrepancy and (iv) take actions as necessary to avoid any further intentional discrepancy. The references in this subsection to reasonable care are not to be construed as lessening the standard to which Manager is required to adhere to when fulfilling its obligations hereunder.

d) The obligations of Manager under this Section shall survive the termination of the Term.

9. **Access to the Parking Lots.** The Parking Lots are property of the Authority. Nothing in this Agreement is intended to reduce the Authority's or its Agent's right to enter the lots at any time for any purpose. Without limiting the preceding sentence, the Authority has the right to enter the Parking Lots in the exercise of any of its remedies under this Agreement.

10. **Claims and Demands.** Manager shall notify the Agent and the Authority of any claim, demand, or charge asserted or proposed to be asserted against or upon the Parking Lots or the payments due and owing hereunder within five (5) calendar days of receiving notification thereof.

11. **Liability; Indemnification.** The Agent and the Authority shall not be liable for any personal injuries (including death) or property damage caused by resulting from or arising out of the Manager's performance of its obligations under this Agreement. To the maximum extent allowed by law, Manager shall defend, indemnify, and save the Indemnitees harmless from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of acts or omissions of Manager or subcontractors or anyone directly or indirectly employed by Manager or anyone for whose acts Manager may be liable. Notwithstanding the foregoing, Manager shall not be required to defend, indemnify, and save the Indemnitees harmless against liability for Charges that are proximately caused by or resulting from the gross negligence or intentional or willful acts, in whole or in part, of the Indemnitees. As used in this section, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses including interest and reasonable attorneys' fees assessed as part of any such item. "Indemnitees" means the Agent, Authority, and its and their respective members, officers, officials, independent contractors (excluding Manager), agents, and employees. The Manager's obligation herein shall not be limited by any insurance contract required under this Agreement.

12. **Insurance.** The Manager, at its own cost and expense, shall obtain and maintain in full force and effect during the Term, commercial general liability insurance insuring the Manager, the Agent and the Authority, as a named additional insured by endorsement, against all claims or demands for bodily injury or death, and damage or destruction or loss of property, that may be claimed to have occurred on the Parking Lots or as a result of the Manager's performance under this Agreement. The policies shall cover such risks and be in such amounts as approved by the Authority, but in no event less than Two Million Dollars (\$2,000,000) per occurrence on a claims-made basis, and shall be primary, with insurance maintained by the Authority, if any, as excess and noncontributing. The Manager's insurance shall be issued by an insurer licensed to do business in the State of New Jersey. The Manager shall deliver to the Agent and the Authority certificates of such insurance coverage and said certificates shall name the Agent and the Authority as an additional insured by endorsement and shall provide that no cancellation, reduction in amount, or material change in coverage shall be effective until at least thirty (30) days after receipt of written notice by the Authority. The Manager shall also obtain and maintain in full force and effect such other insurance, with appropriate limits, typically required by best industry practice and as required by the laws of the State of New Jersey for the operations and responsibilities undertaken by Manager under this Agreement.

13. **Casualty.** If any Parking Lot is damaged by fire or other casualty, then the provisions of this section shall determine whether this Agreement is terminated and the duration of any suspension of the obligations of the parties hereunder. If the fire or casualty results in only a portion of the Parking Lot being usable for its intended purpose, then this Agreement shall remain in full force and effect with respect to the portion of the Parking Lot that is still usable and the payments and obligations of the parties hereunder shall be equitably adjusted based upon the portion of the Parking Lot that is in operation. If the fire or other casualty results in the Parking Lot being unusable for its intended purpose, then the rights and obligations of Agent or Authority and Manager hereunder shall be suspended until such time as the Parking Lot is rebuilt or restored. Upon substantial completion of such restoration, Manager shall manage the Parking Lot in accordance with the provisions of this Agreement; provided, however, that if any such reconstruction requires materially more or less services of Manager than those described herein, then the financial terms of this Agreement shall be equitably adjusted as a result of Manager providing materially more or fewer services. If the fire or casualty results in the Parking Lot being unusable for its intended purpose and it is not rebuilt, restored or repaired prior to the expiration of the Term, then this Agreement shall be deemed terminated as of the date of such casualty.

14. **Defaults.** A. The following events shall be deemed a default by Manager under this Agreement:

- (a) Manager's failure to make any payment when it shall become due to the Agent or Authority under this Agreement;
- (b) The failure or refusal of Manager to perform fully and promptly any act or obligation required under this Agreement or to comply otherwise with any term or provision of this Agreement;
- (c) The entry of an order of relief for Manager by a court of competent jurisdiction

- under any bankruptcy or insolvency laws;
- (d) The entry of an order of appointment by any court or under any Law of a receiver, trustee, or other custodian of the property, assets, or business of Manager;
 - (e) The assignment by Manager of all or any part of its property or assets for the benefit of creditors other than its stock or other equity interest in an unregulated subsidiary or joint venture; or
 - (f) The levy of execution, attachment, or other taking of property (other than Manager's stock or other equity interest in an unregulated subsidiary or joint venture), assets, or interest under this Agreement of Manager by process of law or otherwise in satisfaction of any judgment, debt, or claim, unless postponed by appeal, furnishing of bond, or other contest by Manager as permitted by law.

B. Opportunity to Cure. Upon the occurrence of any of the defaults by Manager, the Authority shall provide to Manager written notice of such default, and Manager shall have fifteen (15) calendar days after the date of receipt of such written notice to cure such default; provided, however, that Authority shall not be obligated to provide Manager with a notice of default for failure to make payments due hereunder more frequently than two (2) times in any twelve month period. If the nature of the default is such that Manager reasonably cannot cure the default within that thirty (30) day period (and such default is not in the payment of money), then Manager shall have an additional reasonable amount of time to cure the default, provided that Manager has begun its efforts to cure the default within that thirty (30) day period and Manager continues its efforts to cure the default in a commercially reasonable manner. Manager's failure to cure a default within the time periods permitted hereunder shall be "an event of default".

C. Remedies for Default by Manager. This Agreement shall be enforceable by actions for specific performance or injunction in addition to any other remedies available at law or in equity, including recovery of all attorneys' fees and court costs. If an event of default has occurred, Authority may, without further notice or demand, terminate the Term, in which event, Manager immediately shall surrender the Parking Lots to the Authority; and, if Manager fails to do so, Authority shall have the right, without waiving any other remedy for possession or arrears in payments, to enter upon and take control of the Parking Lots and to expel or remove Manager and any other person who may be occupying the Parking Lots or any part of the Parking Lots. Pursuit of any remedy under this Agreement shall not preclude the pursuit of any other remedy provided for in this Agreement or any other remedy provided in law or equity, nor shall pursuit of any remedy provided in this Agreement constitute a forfeiture or waiver of any amounts due to Authority or Agent under this Agreement or of any damages accruing to Authority by reason of the violation this Agreement. Notwithstanding any contrary provision contained in this Agreement, neither Authority no any person claiming through Authority shall be entitled to recover from Manager any consequential, special, or punitive damages.

D. Default by Authority. Authority's failure to perform any act or obligation required under this Agreement or to comply otherwise with any term or provision of this Agreement shall be deemed a default by the Authority.

E. **Authority's Opportunity to Cure and Manager's Remedies.** (a) Upon the failure of Authority to perform any of its obligations under this Agreement, Manager shall provide written notice of default to Authority, and Authority shall have thirty (30) calendar days after the date of receipt of such written notice to cure such default. If the nature of the default is such that Authority reasonably cannot cure the default within that thirty (30) day period (and such default is not in the payment of money), then Authority shall have an additional reasonable amount of time to cure the default, provided that Authority has begun its efforts to cure the default within that thirty (30) day period and Authority continues its efforts to cure the default in a commercially reasonable manner. Authority's failure to cure a default within the time periods permitted hereunder shall be "an event of default".

(b) If Authority commits an event of default, then Manager may pursue all remedies available to Manager, at law or in equity. Notwithstanding any contrary provision contained in this Agreement, neither Manager nor any person claiming through Manager shall be entitled to recover from Authority any consequential, special, or punitive damages.

F. **Failure to Perform and Self Help.** In addition to other remedies provided in this Agreement, if either party fails to perform its obligations under this Agreement and such failure arises to an event of default, then, unless otherwise agreed, the other party may perform whatever action is reasonably necessary to cure the problem at the expense of the party that committed the event of default, provided that:

(a) the other party provides written notice to the non-performing party specifying the action requested and the non-performing party fails to start the requested work within ten (10) business days following the giving of such notice; or

(b) the other party provides written notice to the non-performing party specifying the action requested and the non-performing party fails to complete the requested work within thirty (30) business days following the giving of such notice by the other party; provided, in the event that the requested work requires more than thirty (30) business days to complete, the non-performing party shall have a reasonable amount of time to complete the work so long as such work is pursued in a diligent manner.

This section 14 is not to be construed to restrict either party's rights or remedies under other sections of this Agreement. Without limiting the foregoing, any other provision in this Agreement, or its legal rights, the Authority may elect to exercise the Agent's rights under this section and be entitled to any and all remedies inuring to the Agent. The Agent and Authority shall be entitled to collect from the Manager, in addition to any damages, all reasonable costs, fees, and expenses, including reasonable attorneys' fees, incurred by the Agent and Authority in pursuing their remedies in the event of a default.

15. **Force Majeure.** If either party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of an event beyond the party's control and to which event the party made no substantial contribution in causing, then the

time for performance of such act shall be extended for a period equivalent to the period of such delay, provided that such party has taken steps that are reasonable under the circumstances to mitigate the effects of such force majeure and further provided that such party shall notify the other party of such delay, hindrance, or prevention within three (3) business days after the commencement thereof and within three (3) business days after the expiration thereof. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

16. **Non-Waiver.** No delay or omission of either party in the exercise of any right or remedy accruing upon any default on the part of the other party shall impair such right or remedy or be construed to be a waiver thereof, nor shall such delay or omission constitute approval of or acquiescence in a breach under this Agreement.

17. **Miscellaneous Provisions.**

A. **Survival.** It is understood and agreed that whether or not specifically provided herein, any provision of this Agreement that by its nature and effect is required to be kept, observed, or performed after the termination of the Term shall survive the Term, whether the Term ends prematurely or by the passage of time, and shall remain binding upon and for the benefit of the parties until fully observed, kept, or performed. Provisions in this Agreement requiring specific rights, duties, or obligations to survive the Term are not to be construed to limit this section.

B. **Assignment.** Manager shall not assign this Agreement or any benefit accruing under this Agreement to any party without first obtaining the prior written consent of the Authority. No assignment shall relieve Manager of responsibility for the Manager's duties and obligations under this Agreement, except under the following circumstance: (a) the Authority consents (in the exercise of its sole and absolute discretion) to an assignment of this Agreement by executing an instrument other than this Agreement and such written instrument expressly relieves Manager of any further liability for obligations accruing after the effective date of the assignment, and (b) the assignee expressly assumes in writing (by an instrument in form and substance reasonably satisfactory to the Authority) all of the obligations under this Agreement accruing after the date of the assignment. Any unauthorized assignment of this Agreement shall be null and void and shall constitute a default under this Agreement.

C. **Notices.** All notices, demands, and requests required or permitted under this Agreement shall, unless otherwise specified, be in writing, sent to the addresses set forth above or to such other address as the party to whom the notice is sent shall have designated in writing in accordance with the provisions of this section. Notices, demands, or requests delivered pursuant to this section shall be deemed to have been properly given if delivered by overnight mail or certified mail, return receipt requested.

D. **Severability.** If any provision of this Agreement is unenforceable, the remainder of this Agreement shall remain enforceable to the extent permitted by law.

E. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed to stop, limit, or impair the Authority from exercising or performing any of its regulatory, governmental, or other powers or functions.

F. **ADA Requirements.** The Manager shall be responsible for monitoring and managing the Parking Lots for compliance with the provisions of accessible parking accommodations at all times as required by Title III of the Americans with Disabilities Act, as amended (the “ADA”) and applicable State law. The Manager shall notify the Authority in writing of any modifications to the Parking Lots needed to meet such requirements. The Manager shall endeavor to promptly comply with all requests and complaints’ regarding accessibility to the Parking Lots in accordance with the ADA. The Manager shall advise, cooperate with, and assist the Authority in correcting any circumstance regarding provisions of the ADA. The Manager will record and promptly report to the Authority in writing any request, comment, or complaint regarding accessibility to the Parking Lots. Manager shall not have any obligation to make any capital improvements to the Parking Lots that is required by applicable law, including the ADA.

G. **Binding Effect.** This Agreement is binding on the parties, their successors, and permitted assigns.

H. **Entire Agreement, Applicable Law.** This Agreement contains the entire agreement of the parties hereto with respect to the use of the Property and no representations or agreements not included in this Agreement shall be enforceable unless in writing and signed by the party to be charged therewith. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

I. **No Third Party Beneficiaries.** This Agreement has been entered into solely for the benefit of the parties hereto. No third party shall have any rights or remedies under this Agreement, or to compel performance by any party hereto.

J. **Counterparts; Facsimile Signatures.** This Agreement may be executed by facsimile and PDF (and other similar electronic format) and in any number of counterparts, and each of such counterparts shall be deemed an original.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized signatories as of the day and year first above written.

Witness: **CASINO REINVESTMENT DEVELOPMENT
AUTHORITY**

By: _____ By: _____

Name: _____ Name: Matthew J. Doherty

Title: _____ Title: Executive Director

Approved as to form by the Authority Law Department: _____

[Consultant: Complete and sign below]

Witness: _____
(Name of Consultant)

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit "A"
(CRDA's RFP)

Exhibit “B”
(Consultant’s Response”)

Submittal 3

DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING RESPONDENT

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

Investigation(s)

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

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

Litigation/Administrative Complaints

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

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

Submittal 4
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)

NOTICE OF INTENT TO SUBCONTRACT FORM

THIS FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH RESPONDENT'S PROPOSAL. FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

RFP TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT'S NAME AND ADDRESS:

INSTRUCTIONS: PLEASE CHECK ONE OF THE STATEMENTS BELOW

_____ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL RESPONDENTS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR PROPOSAL.

_____ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.

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

Authorized Signatory for Respondent

Title

Date

Submittal 5
CASINO REINVESTMENT DEVELOPMENT AUTHORITY (CRDA)
SUBCONTRACTOR UTILIZATION FORM

INSTRUCTIONS

Any respondent intending to subcontract any parts of a contract with the CRDA must complete a **Notice of Intent to Subcontract** and a **Subcontractor Utilization Plan**.

Respondents are instructed to list **all** proposed subcontractors on the Plan. Any respondent intending to subcontract that does not complete a Notice of Intent to Subcontract and a Subcontractor Utilization Plan may be subject to rejection of its proposal as non-responsive.

IF RESPONDENT INTENDS TO UTILIZE SUBCONTRACTORS, FAILURE TO COMPLETE AND SUBMIT THIS FORM WITH PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL AS NON-RESPONSIVE.

RFP TITLE: _____

PROPOSAL OPENING DATE: _____

RESPONDENT NAME & ADDRESS:

RESPONDENT CONTACT PERSON & PHONE:

Instructions: List all businesses to be used as subcontractors. Attach copies for extended lists.

Subcontractor's Name, Address, Telephone and Vendor ID Number	Type(s) of Goods or Services to be Provided	Estimated Value of Subcontract(s)

I hereby certify that this Subcontractor Utilization Plan is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on this Plan, in writing, if the award is granted to my firm, and shall make all documentation available to the CRDA upon request.

I further certify that all information contained in this Plan is true and correct and I acknowledge that the CRDA will rely on the truth of the information in awarding the contract.

 Authorized signatory for Respondent

 Title

 Date

Submittal 6
N.J.S.A. 52:34-13.2 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: _____

Contract: _____

I hereby certify and say:

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

The Contractor submits this Certification in response to the solicitation for the referenced contract issued by the Casino Reinvestment Development Authority (the "CRDA"), in accordance with the requirements of N.J.S.A. 52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Vendor	Description of Services	Performance Location or Reasons why Subcontractor services cannot be performed in USA

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the CRDA.

The CRDA shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to written determination of the CRDA that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the CRDA, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the CRDA to accept a proposal, with knowledge that the CRDA is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: _____

[Name of Organization or Entity]

By: _____

Title: _____

Print Name: _____

Date: _____

Submittal 7
GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with **N.J.A.C. 17:27-5.2**, or a binding determination of the applicable county employment goals determined by the Division, pursuant to **N.J.A.C. 17:27-5.2**.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents: Letter of Federal Affirmative Action Plan Approval; Certificate of Employee Information Report; or Employee Information Report Form AA302.

The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

PLEASE CHECK THE APPROPRIATE BOX:

_____ **I HAVE A CURRENT NJ AFFIRMATIVE ACTION
CERTIFICATE (PLEASE ATTACH A COPY TO YOUR PROPOSAL)**

_____ **I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN
APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR
PROPOSAL)**

_____ **I HAVE COMPLETED THE ENCLOSED FORM AA302
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**Submittal 8
Political Contributions Disclosure**

**[SEE FORM POSTED WITH THE SOLICITATION ON THE AUTHORITY'S
WEBSITE www.njcrda.com]**

Submittal 10

FINANCIAL PROPOSAL

The respondent must provide a financial proposal for all of the lots individually, as outlined in the chart below.

1. License Fee (Fixed Fee) paid to the CRDA

Surface Lot	Block	Lot(s)	Fee Year 1	Fee Year 2	Fee Year 3
1	157	1-3, 34-39			
2	157	11-15			
3	163	13-39, 41, 50, 51, 68-71			
4	389				
5	396	2, 5, 6, 7, 8, 10			

2. Alternative Financial Proposal

Respondent may also offer an alternative Financial Proposal, including a License Fee paid to the CRDA with a revenue sharing component, if desired, provided that the respondent first propose a License Fee for each Surface Lots as set forth above. Failure to provide a Financial Proposal (as set forth above) shall be grounds to reject the respondent's proposal as non-responsive.

NAME OF RESPONDENT

Dated: _____ BY: _____
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: