

# REQUEST FOR PROPOSALS

For

## DEVELOPMENT OF A COMMERCIAL/RESIDENTIAL MIXED-USE PROJECT IN THE SOUTH INLET AREA OF ATLANTIC CITY

Properties located at

Pacific, Rhode Island, Oriental, and Metropolitan Avenues, Block 70, Lots 1-4, 7 &  
8

Pacific, Massachusetts, and Metropolitan Avenues, Block 68, Lots 1.01, 2 & 15  
Oriental and Rhode Island Avenues, Block 72, Lots 4, 5 & 6

Pacific, Rhode Island Avenues and Wistar Place, Block 128, Lots 6, 8-10, 12 & 14-22

Pacific and Massachusetts Avenues, Block 129, Lots 1, 3, 5, 7-9, 10.01, 11.02, 12.02,  
13, 14.02, 15.02 & 16

Pacific, Massachusetts and Congress Avenues, Block 130, Lots 16, 18-22, 25, 26, 28,  
32-34

Atlantic City, New Jersey 08401

**Property Owner:** Casino Reinvestment Development Authority  
15 S. Pennsylvania Avenue  
Atlantic City, NJ 08401  
(609) 347-0500

<b>RFP Schedule:</b>	<b>Release of solicitation</b>	<b>[July 16]</b>
	<b>Last day for questions under the Question and Answer Period</b>	<b>[July 30 at 3:00 p.m est]</b>
	<b>Proposal Submission Due Date</b>	<b>[August 15 at 11:00 a.m est]</b>
	<b>Proposal Presentations</b>	<b>[August 16 at 2 p.m est]</b>
	<b>Anticipated developer selection date</b>	<b>[August 20]</b>
	<b>Memorandum of Agreement</b>	<b>[September 25]</b>
	<b>Master Development Agreement</b>	<b>[November 25]</b>

## NOTICE TO RESPONDENTS

The Casino Reinvestment Development Authority (“CRDA” or “Authority”) is releasing a Request for Proposals (RFP) for development of a Commercial/Residential mixed-use Project in the South Inlet area of Atlantic City, New Jersey.

The proposed site for the Project is on land owned by the Authority. The CRDA will give consideration to development proposals and financial arrangements that may include its contribution of real estate to the Project, so as to incentivize the development Commercial/Residential mixed use project for Atlantic City residents and the surrounding community.

Interested respondents may reply to the RFP and may submit proposals through a joint venture.

The CRDA will designate a developer based on criteria that the CRDA considers most advantageous based on the respondent’s proposed financial terms and all other factors, as more fully outlined in the RFP.

This RFP will be available on or about July 16, 2019 on the CRDA’s web site, [www.njcrda.com](http://www.njcrda.com), as a PDF file or by writing to the address below and will be limited to one copy per respondent. Additional copies will be available at a cost of \$35.00 per copy plus postage. **ALL RESPONDENTS ARE REQUIRED TO REGISTER WITH THE CRDA IN ACCORDANCE WITH THE REQUIREMENTS OF THE RFP.**

All questions regarding this RFP must be submitted in writing on or before 3:00 p.m. eastern prevailing time on JULY 30, 2019 in accordance with the requirements of the RFP. Proposals will be received, opened and read aloud in public at the CRDA, 15 South Pennsylvania Avenue, Atlantic City, New Jersey on August 15, 2019 at 11:00 a.m. eastern prevailing time. Sealed proposals shall be submitted to the CRDA in the manner prescribed in the RFP. The sealed envelopes must be labeled “South Inlet Development Project” and contain the proposal opening date. The CRDA does not accept any responsibility for the timeliness of any mail, delivery or courier service.

Respondents are required to comply with the requirements of N.J.A.C. 17:27 (Affirmative Action), Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et. seq.*), N.J.S.A. 52:25-24.2 (Ownership Disclosure), N.J.S.A. 52:32-44 (Business Registration) and N.J.S.A. 10:5-1 (Law Against Discrimination).

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

## **Article I. Description of Opportunity**

**1.01 Definitions:** Unless specifically defined otherwise, the following terms used in this solicitation shall have the meaning set forth herein-below.

1. **Addendum or Addenda** – shall mean an amending document issued by the CRDA modifying this RFP. Addenda are a part of the RFP, and will be made available to Registered Respondents via posting to the CRDA Website.
2. **Administrative Fee** – shall mean the refundable fee in the amount of \$2,500.00 due from a Respondent submitting a response to this RFP, such fee in the form of a certified or bank check payable to the CRDA and accompanying the Proposal. The Administrative Fee is in addition to the Registration Fee, shall be used for Post-Designation Expenses, and shall be refunded to any Respondent not designated as a Designated Developer by the Evaluation Committee.
3. **Alternative Proposal** – shall mean Proposals other than the Respondent’s Principle Proposal for involvement with the Site.
4. **City** – shall mean the city of Atlantic City, New Jersey
5. **Contact(s)** – shall mean any oral, written or electronic communication by Respondent or any party acting on behalf of a Respondent with any of the Government Parties during the Restricted Period, where a reasonable person could infer that the communication was intended to influence the designation of the Designated Developer(s) for the Project.
6. **County** – shall mean Atlantic County, New Jersey.
7. **CRDA** – shall mean the Casino Reinvestment Development Authority, an independent authority in but not of the State Department of Treasury existing under and by virtue of the laws of the State of New Jersey, including P.L. 1984, c. 218, as amended and supplemented from time to time.
8. **CRDA Contact Person** – shall mean Lance Landgraf, Director of Planning and Development, Casino Reinvestment Development Authority, 15 South Pennsylvania Avenue, Atlantic City, New Jersey 08401, or such designee, as provided in writing by the CRDA, as Addenda.
9. **CRDA Website** – shall mean the website used by the CRDA to provide information and otherwise electronically communicate Addenda to Registered Respondents, such website address to be [www.njcrda.com](http://www.njcrda.com).
10. **Designated Developer** – shall mean one or more entities selected by the CRDA Evaluation Committee and executing the agreements and other related documents to develop the Site in accordance with this RFP.
11. **Designation Letter** – shall mean the letter delivered to the successful Respondent from the CRDA designating such Respondent a Designated Developer.

12. **Disposition Documents** – shall mean the Memorandum of Agreement, the Master Development Agreement, a Ground Lease Agreement, and/or other principle operative documents with the successful Respondent(s) and the CRDA necessary and desirable to develop the Project.
13. **ERG Program** – shall mean the Economic Redevelopment and Growth Grant Program established under the New Jersey Economic Stimulus Act of 2009, administered by the New Jersey Economic Development Authority.
14. **Evaluation Committee** – shall mean the committee charged with assessing the Proposals submitted by Respondents to this RFP, and recommending the designation of one or more Designated Developer(s).
15. **Facilities** – shall mean all infrastructure developed upon and improvements to the Site, including, but not limited to, structures, buildings, walkways, roadways, driveways, parking areas, storm water control systems, and utilities.
16. **Government Parties** – shall mean the City, the County, the CRDA, and the State.
17. **Master Development Agreement** – shall mean the agreement entered into by and between the CRDA and the Designated Developer(s) for the construction of the Project, such agreement to be executed within sixty (60) days of the date of the Memorandum of Agreement.
18. **Ground Lease Agreement** – shall mean a lease that may be entered into by and between the Designated Developer(s) and the CRDA, such agreement to be executed contemporaneous with the Master Development Agreement.
19. **LEED** – shall mean Leadership in Energy and Environmental Design.
20. **Memorandum of Agreement** – shall mean an agreement by and between the Designated Developer(s) and the CRDA to be executed within forty-five (45) days of the CRDA’s designation of the Designated Developer(s), such agreement setting forth the initial terms and conditions under which the parties thereto shall negotiate and execute the Master Development Agreement and other related documents.
21. **Post-Designation Expenses** – shall mean the reasonable external costs and expenses, including, without limitation, legal fees and costs incurred by the CRDA to negotiate and execute the Disposition Documents.
22. **Post-Designation Expense Fund** – shall mean the payment made to the CRDA by the Designated Developer(s) to replenish the Administrative Fee, such fund to be used by the CRDA for Post-Designation Expenses.
23. **Primary Proposal** – shall mean the principal, lead Proposal advanced by the Respondent in response to the RFP.
24. **Project** – shall mean the mixed-use development of the land owned by the CRDA known on the tax-map of the City as Block 389, Lot 1.
25. **Proposal** – shall mean a written response submitted by a Respondent in accordance with, and satisfying all of, the terms and conditions of this RFP, including a Principal Proposal and any Alternative Proposal.

26. **Proposal Due Date** – shall mean the date and time that Proposals are due to the CRDA from a Respondent, such date as identified on the cover page of this RFP or any Addenda.
27. **Public Sector** – shall mean the City, State and/or Federal government.
28. **Question and Answer Period** – shall mean the period during which the CRDA shall address any questions or inquiries pertaining to the RFP, such period as identified in the RFP or any Addenda.
29. **Registration Fee** – shall mean the non-refundable fee in the amount of \$2,500 due from a Respondent upon submission of the Registration Form, such fee in the form of a certified or bank check payable to the CRDA
30. **Registered Respondent** – shall mean a Respondent that has completed and delivered to the CRDA a Qualification Statement, paid the Registration Fee, and been short listed by the CRDA all in accordance with the terms and conditions of the RFQ.
31. **Respondent** – shall mean an entity or group of entities submitting a Proposal in response to this RFP.
32. **Restricted Period** – shall mean the period commencing upon the date of release of the RFP and ending upon the CRDA’s execution of the Disposition Documents.
33. **RFP** – shall mean one or more Request for Proposals released for the Project by the CRDA.
34. **Site** – shall mean all that certain tract or parcel of land consisting of approximately 3.83 acres within Block 389, Lot 1 located in Atlantic City, Atlantic County, New Jersey.
35. **State** – shall mean the State of New Jersey and its political sub-divisions, agencies and authorities.

**1.02 Summary:** The CRDA is releasing this Request for Proposals for potential development partners to develop and otherwise construct or cause the construction of the Facilities of the Project. The Project is envisioned to be a first class mixed-use, mixed-income housing and retail development that could include, but is not limited to, housing, green space, retail, entertainment, residential and commercial uses in the context of a vibrant mixed-use square block that will further solidify Atlantic City’s available housing market and commercial/retail space.

**1.03 Purpose and Intent of this RFP:** The purpose and intent of this RFP is to identify one or more development partners with the qualifications and experience to assist the CRDA in the development of the Project. For the purposes of this RFP, a development partner is an entity or team comprised of several entities with the capacity and experience to execute the asset strategy for the Project. The role of the development partner could include any or all of the following activities pertaining to development of the Project:

1. Design/Master Planning
2. Construction
3. Financing

4. Leasing
5. Marketing
6. Property Management

The successful development partner(s) will be expected to bring and/or attract capital to finance development, implement a project concept, work with CRDA to fully develop a comprehensive design for the Project, consistent with design guidelines, and manage the construction of a mixed-use, mixed income housing and retail development.

The CRDA will consider a disposition(s) in the form of an outright sale of the Site, or a long-term ground lease, with agreements for the development and management of the Project. Requirements for submission of proposals and criteria for selection are detailed in Article II of this RFP.

**1.04 The Site:** Bidders can bid on one or more proposed packages.

Package 1.

<b>Location</b>	Located on property owned by the CRDA at the intersection of Pacific, Rhode Island, Oriental, and Massachusetts Avenues, Atlantic City, New Jersey.
<b>Block and Lot Numbers</b>	Block 70, Lots 1 – 4, 7 & 8 Block 68, Lots 1.01, 2 & 15
<b>Size</b> (approximate)	Block 70 - 160 feet x 400 feet Block 68 - 85 feet x 125 feet irregular
<b>Lot Area</b> (approximate)	78,456 square feet
<b>Acreage</b> (approximate)	1.80 acres
<b>Zoning</b>	Current zoning designation is Lighthouse 2 (LH2) and Lighthouse 1 (LH1) within the Tourism District Land Use regulations.

Package 2.

<b>Location</b>	Located on property owned by the CRDA at the intersection of Pacific and Massachusetts Avenues, Atlantic City, New Jersey.
<b>Block and Lot Numbers</b>	Block 128, Lots 6, 8-10 & 12 Block 129, Lots 1, 3, 5, 7-9, 10.01, 11.02, 12.02, 13, 14.02, 15.02 & 16.
<b>Size</b> (approximate)	Block 128 - 153 feet x 42 feet irregular Block 129 - 230 feet x 110 feet
<b>Lot Area</b> (approximate)	29,924 square feet (5,068 + 24,856)
<b>Acreage</b> (approximate)	0.69 acres
<b>Zoning</b>	Current zoning designation is Lighthouse 1 (LH1) within the Tourism District Land Use regulations.

Package 3.

<b>Location</b>	Located on property owned by the CRDA at the intersection of Pacific and Rhode Island Avenues, Atlantic City, New Jersey.
<b>Block and Lot Numbers</b>	Block 128, Lots 14-22
<b>Size</b> (approximate)	167 feet x 147 feet
<b>Lot Area</b> (approximate)	24,500 square feet
<b>Acreage</b> (approximate)	0.56 acres
<b>Zoning</b>	Current zoning designation is Lighthouse 1 (LH1) within the Tourism District Land Use regulations.

Package 4.

<b>Location</b>	Located on property owned by the CRDA at the intersection of Pacific, Massachusetts and Congress Avenues, Atlantic City, New Jersey.
<b>Block and Lot Numbers</b>	Block 130, Lots 16, 18-22, 25, 26, 28, 32-34
<b>Size</b> (approximate)	162 feet x 210 feet irregular
<b>Lot Area</b> (approximate)	22,823 square feet
<b>Acreage</b> (approximate)	0.52 acres
<b>Zoning</b>	Current zoning designation is Lighthouse 1 (LH1) within the Tourism District Land Use regulations.

Package 5.

<b>Location</b>	Located on property owned by the CRDA at the intersection of Rhode Island and Oriental Avenues, Atlantic City, New Jersey.
<b>Block and Lot Numbers</b>	Block 72, Lots 4, 5 & 6
<b>Size</b> (approximate)	140 feet x 80 feet irregular
<b>Lot Area</b> (approximate)	10,432 square feet
<b>Acreage</b> (approximate)	0.24 acres
<b>Zoning</b>	Current zoning designation is Lighthouse 2 (LH2) within the Tourism District Land Use regulations.



**1.05 Location:** The Sites are located in the “SE Inlet” area of the City with packages 1 and 5 located just one block from the City’s famed beach and boardwalk, and packages 2, 3 and 4 located two blocks away from the beach and the boardwalk. See the aerial and/or tax map appended hereto as **Attachment 1.05**.

Regionally, the project site is located on a barrier island approximately 62 miles from Philadelphia, Pennsylvania. The Richard Stockton College of New Jersey, has recently opened an island campus consisting of a 500 plus bed, student housing facility and an academic structure for classroom space. The recently reopened Ocean Casino Resort (formerly Revel) is immediately adjacent to the site. Atlantic Cape Community College is approximately ten blocks from the site.

The Site was the former location of multi-unit residential housing. A portion of the Site was found to have contaminated soil and was remediated by CRDA in 2014. The contaminated soil was excavated and replaced with clean fill. Environmental reports will be made available in accordance with Section 1.10-3 of this RFP. However, the CRDA makes no representation as to the presence of historic fill or any other contaminants on Site.

**1.06 Opportunity:** The proposed site is within a draw area in Atlantic County that has a shortage of the new housing stock affordable to the working class. The recent development project located on Atlantic Avenue couple blocks away from the proposed Sites consists of 250 housing units that are 80% Market Rate and 20% Workforce Housing. Rents affordable to those earning the average wage of \$38,478 in Atlantic County are critical to meeting the demand. Urban Land Institute (ULI) conducted a detailed market study in 2014 for the site area, which will be available on the CRDA website. The study emphasized the need for housing for new single households, housing for young couples, units for families with children, move-up units as households achieve greater financial stability, and units suitable for independent senior living. Districts and neighborhoods with a mixed range of housing are thus attractive to a wide range of people because they offer a complete community. Along with housing the community must have a mixed range of amenities close to home. Among those are retail, entertainment, and services. Therefore, the proposed development could include, but is not limited to: housing, retail, and entertainment, residential and commercial uses in the context of a vibrant mixed-use square block that tie into the open space in and around Historic Absecon Lighthouse.

**1.07 Goals:** The goals of the Project include:

1. To provide quality housing for the workforce of Atlantic City;
2. To establish a successful retail presence along Pacific and Oriental Avenue frontages;
3. To help anchor the “Southeast Inlet Redevelopment”, and further establish the City as the urban center of the County;

4. To create a dense, mixed use development that maximizes land use and economic impact and achieves excellence in architecture, urban design and sustainability;
5. To make a significant contribution to the regional and State economies in terms of job creation, tax ratables and generally to maximize best value for the Government Parties, which is defined as the total economic value of the sum of: (i) upfront and future payments, (ii) the value of any in-kind considerations received by the Government Parties and (iii) the value of any other economic benefits received by the Government Parties or its citizens that in the sole judgment of the CRDA, are bona fide, legitimate, quantifiable and reasonable benefits less the economic value of any negative economic impacts caused by the Respondent's Proposal.

**1.08 [RESERVED.]**

**1.09 [RESERVED.]**

**1.10 Background and Current Conditions**

CRDA acquired the Site as separate parcels in 2013 and 2014 through eminent domain. At the time of acquisition, the Site contained multi-unit residential housing known as Metropolitan Plaza low-rises. Demolition was undertaken on the improvements on the property. The Site currently is a vacant cleared land.

In the process of demolishing the improvements on the Site, the CRDA's demolition contractor may have kept in place below-grade foundations. As such, the CRDA makes no representation regarding the presence of foundations remaining from prior demolition activity.

**1.10-1 Permits, Approvals and Site Conditions**

The Respondent is advised to contact the applicable governing bodies regarding permit requirements and procedures. This shall include but not be limited to the CRDA Land Use Regulation and Enforcement Division (LURED), Cape Atlantic Soil Conservation District and the New Jersey Department of Environmental Protection.

**1.10-2 Utilities**

The following provides a brief summary of utilities available to the Site.

- (a) Electric: Provider – Atlantic City Electric, 1200 Atlantic Avenue, Atlantic City, New Jersey, 08401, (609)-645-4794.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

- (b) Water: Provider – Atlantic City Municipal Utilities Authority, 401 North Virginia Avenue, Atlantic City, New Jersey, 08401, (609)-345-3883.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

- (c) Sewage: Provider – Atlantic City Sewage Company, 1200 Atlantic Avenue, Atlantic City, New Jersey, (609)-345-0131.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

- (d) Natural Gas: Provider – South Jersey Gas, 111 North Franklin Boulevard, Pleasantville, New Jersey, 08232, (609)-645-2690.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

- (e) Cable: Provider – Comcast of South Jersey, 901 West Leeds Avenue, Absecon, New Jersey, 08201, (609)-641-2061.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

- (f) Telephone: Provider: Verizon Communications, Southern Operations, 11 South Shore Road, Marmora, New Jersey, 08223, (609) 390-9908.

Description: Respondents are advised to contact the utility to confirm current stub locations, proposed demands, capacities, budget, bonding requirements, construction needs and other pertinent information necessary.

**1.10-3 Environmental Concerns:** Certain environmental assessments and information is available for inspection upon request by contacting Dee Dolbow at 609-347-0500. The designated developer(s) may not rely upon any of the existing environmental assessments and information provided by the Government Parties, and is solely responsible for conducting its own environmental due diligence.

**NOTWITHSTANDING ANY EXPRESSED OR IMPLIED REPRESENTATION TO THE CONTRARY, THE RECORDS OF ANY SUBSURFACE OR ENVIRONMENTAL INVESTIGATION(S), IF ANY, ARE MADE AVAILABLE FOR INSPECTION SOLELY FOR THE CONVENIENCE OF THE RESPONDENT. THE GOVERNMENT PARTIES AND THEIR RESPECTIVE CONSULTANTS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS OR ANY OTHER ENVIRONMENTAL CONDITIONS THAT MAY IMPACT THE VALUE OF THE SITE OR THE FUTURE DEVELOPMENT THEREON.**

**IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE GOVERNMENT PARTIES AND EACH OF THEIR RESPECTIVE CONSULTANTS ASSUMES NO RESPONSIBILITY WHATSOEVER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE ENVIRONMENTAL OR SUBSURFACE INVESTIGATIONS, THE RECORDS THEREOF, OR IN THE INTERPRETATIONS SET FORTH OR THEREIN OR MADE BY THE GOVERNMENT PARTIES IN ITS USE THEREOF OTHER THAN AS USED TO ESTABLISH A GENERAL UNDERSTANDING OF CURRENT CONDITIONS. THERE IS NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, THAT THE CONDITIONS INDICATED BY SUCH INVESTIGATIONS OR RECORDS THEREOF ARE REPRESENTATIVE OF THOSE EXISTING THROUGHOUT SUCH AREAS, OR ANY PART THEREOF, OR THAT UNLOOKED-FOR DEVELOPMENTS MAY NOT OCCUR, OR THAT MATERIALS OTHER THAN, OR IN PROPORTIONS DIFFERENT FROM THOSE INDICATED, MAY NOT BE ENCOUNTERED.**

**THE AVAILABILITY OR USE OF INFORMATION DESCRIBED IN THIS SUBSECTION IS NOT TO BE CONSTRUED IN ANY WAY AS A WAIVER OF THE ABOVE PROVISIONS AND THE RESPONDENT IS CAUTIONED TO MAKE SUCH INDEPENDENT INVESTIGATION AND EXAMINATION AS NECESSARY TO SATISFY THE RESPONDENT AS TO THE CONDITIONS TO BE ENCOUNTERED AT THE SITE.**

**INFORMATION DERIVED FROM SUCH INSPECTION OF RECORDS OF INVESTIGATIONS OR COMPILATION THEREOF MADE BY OR ON BEHALF OF THE GOVERNMENT PARTIES AND THEIR RESPECTIVE CONSULTANTS, DOES NOT RELIEVE THE RESPONDENT FROM ANY RISK, LIABILITY OR FROM PROPERLY FULFILLING THE TERMS OF THE RFP.**

- 1.11** The CRDA recognizes that the Designated Developer(s) may desire to undertake further environmental investigations before entering into a Master Development Agreement and/or Ground Lease Agreement, and the CRDA will work with the Designated Developer(s) to establish a process to allow for such further investigation before such documents are completed. Such a process will include a requirement that the Designated Developer(s) enter into a Right of Entry

Agreement or similar access agreement with the CRDA, whereby, among other terms and conditions, the Designated Developer shall be granted access to the Site to perform certain environmental due diligence.

### 1.12 Development Guidelines

The following guidelines establish overarching planning principles, as well as more specific goals to provide general programmatic, functional and aesthetic direction for the development of the Site:

- Establish quality, mixed-income housing with a vibrant mix of retail and arts uses that is sensitive to and fully integrated with the proposed Southeast Inlet Redevelopment District.;
- Achieve appropriate density that maximizes land value and is sensitive to the existing neighborhood;
- Create a signature anchor for the Lighthouse District;
- Integrate arts-related retail, exhibition, performance, office space, or any combination thereof, into the overall project;
- Provide housing for local and regional artists;
- Develop a streetscape with a continuous and varied pedestrian experience;
- Construct a development that contributes to a sustainable environment while incorporating the use of green technologies and construction techniques.

### 1.13 Infrastructure and Design Requirements

1. **Utilities:** If not provided in whole or in part by the utility provider, or the Public Sector, payment for the necessary utilities infrastructure will be funded by the Designated Developer(s).
2. **Site Access/Roadway Infrastructure:** If not provided in whole or in part by the Public Sector, payment for the necessary roadway infrastructure will be funded by the Designated Developer(s).
3. **Sustainable Design:** Respondents are strongly encouraged to propose designs and construction methods that will meet LEED standards, feature Energy Star appliances, and feature green roofs or renewable energy sources.

### 1.14 Economic Incentives

Below-market-rate project financing is available through the Casino Reinvestment Development Authority. Projects proposed for loans must be financially feasible, secured, and qualify for a bond rating of "B" or better. Funds can be used for construction, rehabilitation, acquisition and professional fees. The CRDA can provide both construction and permanent financing. Project fees can be capitalized in the loan.

Packages 1 and 5 are located in the Opportunity Zone. More information about the Opportunity Zone incentives is available on State of New Jersey website [https://www.state.nj.us/dca/divisions/lps/opp\\_zones.html](https://www.state.nj.us/dca/divisions/lps/opp_zones.html). Other economic incentives may be available through the State, depending upon the nature and scale of the development.

## **Article II. The RFP Process**

**2.01 Designation:** The process by which a Respondent is formally designated as the/a developer of the Site is as detailed below. The CRDA will require the Designated Developer(s) to provide at closing a creditworthy guarantee and/or other financial security, in a form and substance satisfactory to the CRDA securing the Designated Developer(s) obligations under this RFP and any agreement(s) contemplated to be executed by and between the CRDA, the Designated Developer(s), and other relevant parties, such agreements including a Memorandum of Agreement, a Master Development Agreement, and possibly a Master Ground Lease Agreement.

Subject to the selection process outlined below, the successful Respondent(s) will become the Designated Developer(s) for all or a portion of the Site and the CRDA will deliver a Designation Letter to the Designated Developer(s). Within forty-five (45) days following designation, the Designated Developer(s) shall be required to enter into the Memorandum of Agreement with the CRDA that will memorialize the principal terms of the agreement between the parties. Under the Memorandum of Agreement, the Designated Developer(s) shall be required to replenish the Post-Designation Expense Fund by wire transfer of immediately available funds to the CRDA. The CRDA shall have the right to withdraw amounts from the Post-Designation Expense Fund necessary to reimburse the CRDA for Post-Designation Expenses. At any time that the amount on deposit in the Post-Designation Expense Fund shall be less than \$9,000.00, the Designated Developer shall deposit with the CRDA such amount that shall be necessary to restore the amount of the Post-Designation Expense Fund to not less than the initial amount of the Administrative Fee. Any amounts remaining in the Post-Designation Expense Fund after reimbursement of the expenses shall be refunded to the Designated Developer(s). In the event there are multiple Designated Developers, such Post-Designation Expense Fund shall be reasonably prorated in a manner as determined by the CRDA in its sole judgment.

Following the execution and delivery of the Memorandum of Agreement, the CRDA and the Designated Developer(s) shall have one-hundred twenty (120) calendar days to negotiate, execute and deliver any remaining Disposition Documents. If the Disposition Documents are not executed and delivered within such time frame, the CRDA, in addition to any other remedies available to it, shall have the sole and exclusive right to terminate the Memorandum of Agreement, to

discontinue all further negotiations with the Designated Developer(s) and to commence negotiations with other parties as to the disposition of the Site.

Following the execution and delivery of the Memorandum of Agreement *and* upon execution and delivery of the Disposition Documents, the Designated Developer(s) will be required to pay by wire transfer of immediately available funds an amount equal to at least ten percent (10%) of the present value of the rent stream as a deposit and security for the performance by the Designated Developer(s) of its covenants, agreements and obligations under the Disposition Documents. Such deposited amount shall be deemed earned by CRDA as of the date of the Disposition Documents and shall be non-refundable.

The Designated Developer **will not be** responsible for any pre-designation costs and expenses incurred by the Government Parties, except as set forth in this RFP.

**2.02 Submission Date and Place:** The CRDA will consider proposals from a Respondent who desires to develop all or a portion of the Site. Five (5) bound originals and five (5) flash drives of the Proposals, including all forms and attachments, must be received by CRDA at the address below on or before the Proposal Due Date and Time August 15, 1029 at 11:00 am , and must be accompanied by the Administrative Fee. **All Proposals must be sealed to provide for confidentiality of the information contained therein and to ensure that Proposals remain intact until opened.**

**Delores Dolbow  
Purchasing Agent  
Casino Reinvestment Development Authority  
15 S. Pennsylvania Avenue  
Atlantic City, NJ 08401**

All Proposals must be addressed to the CRDA Contact Person. Any Proposal received after the Proposal Due Date and Time will be returned unopened. **A Proposal will be deemed to have been received only if it is delivered directly to the attention of the CRDA Contact Person by the Proposal Due Date and Time.** Time stamped receipts will be provided for any hand-delivered Proposals. Proposals will not be deemed to be received if delivered to any other office, facility or address, or to any other Government Parties' address. Respondent is solely responsible for the timely receipt of its Proposal.

**2.03 Registration, Inquiries and Communications:** The Addenda, if any, and other general and/or public information will be available on the CRDA Website. **Each Respondent must be registered in accordance with the registration process described in this RFP, which includes the payment of the Registration Fee.**

Upon registration, the Respondent will be designated a “Registered Respondent” and be provided with supplemental information via a secured electronic format, which will include the Exhibits to this RFP, any background information, technical documentation and other useful information. In addition, registration will enable the CRDA to email updates, notices and other additional information about this RFP to a Registered Respondent. As part of the registration process, Respondents may be required to enter into a confidentiality and non-disclosure agreement to protect unapproved disclosure of certain confidential and safety/security sensitive information that will be available only to a Registered Respondent

As part of the RFP process, Respondents may be required to enter into a confidentiality and non-disclosure agreement to protect unapproved disclosure of certain confidential and safety/security sensitive information that will be available only to the short-listed Respondent(s).

**PROPOSALS WILL ONLY BE ACCEPTED FROM RESPONDENTS WHO HAVE PROPERLY REGISTERED PRIOR TO THE PROPOSAL DUE DATE.**

To register, Respondents must complete the CRDA Respondent Registration Form provided by the CRDA, and pay the Registration Fee prior to proposal submission due date.

All inquiries and communications concerning the RFP are to be directed in written form by email to the CRDA Contact Person. Requests for clarification or questions concerning this RFP should be made by **email only** to the CRDA Contact Person, at [crdaqquestions@njcrda.com](mailto:crdaqquestions@njcrda.com), during the Question and Answer Period. Advisor(s), employee(s), or representative(s) of the Government Parties are not authorized to give interpretations of this RFP or additional information regarding the requirements of this RFP directly or indirectly to a Respondent or their representatives. Interpretations or additional information with respect to this RFP, if provided, will be communicated from CRDA to all Short-Listed Respondents by email and/or by Addenda. **Direct or indirect contact by a Respondent or any third-party person or entity representing a Respondent or a Respondent’s interest, retained directly or indirectly by a Respondent, with or without compensation, with any other party involved in the selection and approval of the Designated Developer(s) other than the designated CRDA Contact Person regarding this RFP or any component of the RFP process may result in disqualification.**

- 2.04 Applicable Laws:** The disposition of the Site and the RFP process are subject to applicable New Jersey State law. By registering and participating in the RFP process in accordance with this RFP, Respondents acknowledge and agree to abide by all applicable laws, statutes, regulations, ordinances, and other similar governmental requirements of the State of New Jersey pertaining to this solicitation and the disposition of the Site. Without limiting the foregoing, the CRDA, in selecting the Designated Developer(s) will follow the State of New Jersey, Office of the State Comptroller, Best Practices for Awarding Service Contracts dated



March 4, 2010, such guideline available at [https://www.nj.gov/comptroller/news/docs/service\\_contracts\\_report.pdf](https://www.nj.gov/comptroller/news/docs/service_contracts_report.pdf) for reference.

**2.05 RFP Submission Guidelines:** Each Respondent must adhere to the RFP submission guidelines outlined herein. **UNDER NO CIRCUMSTANCES SHALL THE CRDA OR THE OTHER GOVERNMENT PARTIES BE LIABLE FOR ANY OF THE COSTS OF ANY RESPONDENT OR THE DESIGNATED DEVELOPER(S) IN CONNECTION WITH PREPARING A PROPOSAL IN RESPONSE TO THIS RFP, NEGOTIATING WITH THE GOVERNMENT PARTIES OR OTHERWISE PARTICIPATING IN THIS RFP PROCESS.**

1. Each Respondent must be a Registered Respondent. Proposals will only be accepted from Registered Respondents that have been short-listed from the RFQ Process.
2. The Primary Proposal must be accompanied by the Administrative Fee. The Administrative Fee paid by the Designated Developer(s) will be retained by CRDA and the Designated Developer(s) will not be entitled to any credit against the payments due and owing from the Designated Developer(s) under its agreements with the CRDA or any other economic terms in connection with the Site. Acceptance of the Administrative Fee by the CRDA does not create any obligations on the part of CRDA to the Respondent or entitle the Respondent to any rights with respect to the Site, or any other property controlled by the CRDA or any of the other Government Parties. Respondents not selected as a Designated Developer will have their Administrative Fee returned within [60] days of the CRDA's selection of the Designated Developer(s).
3. Proposals must utilize the RFP Form of Submission outlined below. **ANY PROPOSAL THAT IS NOT SUBMITTED USING THE COMPLETED FORM OF SUBMISSION WILL BE REJECTED.**
4. The Proposal Form of Submission is organized as follows:
  - a. Section I - Respondent Certification
  - b. Section II - Executive Summary
  - c. Section III - Respondent Profile
  - d. Section IV - Project Profile
  - e. Section V - Business Terms
  - f. Section VI – Post Proposal Submission Information

Seven (7) bound originals and seven (7) flash drives of the Proposals, including all forms and attachments, must be received by CRDA at the address below on

or before the Proposal Due Date, and must be accompanied by the Administrative Fee. **All Proposals must be sealed** to provide for confidentiality of the information contained therein and to ensure that Proposals remain intact until opened.

5. The CRDA will consider Alternative Proposals without the payment of an additional Administrative Fee **provided that** the entity making the Alternative Proposal is identical to the entity making the Primary Proposal. Such Alternative Proposals are to be submitted as an addendum to the Respondent's Primary Proposal by completing and attaching separate Sections IV and V for each Alternative Proposal.
6. **Section I – Respondent Certification** must be completed and submitted with the sealed Proposal.
7. The Proposal should address the financing, design and schedule for all required Facilities.
8. **Section II – Executive Summary.** The Executive Summary requires the Respondent to summarize the specific aspects of their Proposal. The Executive Summary for all qualifying Proposals will be made available to the general public after the Proposal Due Date. The CRDA reserves the right to modify the Executive Summary prior to dissemination to the general public.
9. **Section III – RESPONDENT PROFILE.** The Respondent Profile requires information relating to the Respondent, including the Respondent's development entity, the Respondent's financial condition, the Respondent's design team, the Respondent's consultants, development and legal team, and the Respondent's direct and relevant experience in each aspect of the project being proposed, including on-Site and off-Site infrastructure, and ability to procure necessary governmental approvals, and the Respondent's prior experience in developing the proposed project and attracting its target end users. In particular, the Respondent must provide two-years of audited financial statements, and financial references from institutions and equity partners that the Respondent has done business with in the last five years. The Respondent must also provide a minimum of three references including contact name, address and telephone number, for projects of a similar scope and/or land use as contemplated by this RFP.

The successful Respondent will be required to agree to an "open book" approach to allow the CRDA an ongoing right to review such Respondent's financial statements until completion and acceptance of the Project.

10. **Section IV – PROJECT PROFILE.** The Project Profile requires information relating to the Proposal, including a narrative description of the development

program, building and site design, design drawings, site access plan, and property management details. Also, the Proposal should include a detailed description of the project's target end users and how the development will attract such end users.

**11. Section V – BUSINESS TERMS: The following information shall be submitted as part of respondent's proposal submission:**

- a. Information relating to one or more viable financial structure(s) for the development of the Site; for example, consideration and discussion of operating lease opportunities, any "make whole" requirements and/or financial guarantees, required mix of uses for the Site, and any tax considerations along with an annual capital draw schedule. Respondent shall also describe financial subsidies, if any, that the Project requires.
- b. a 15-year pro forma cash flow projection including all relevant line items, similar to what a Respondent would submit to a potential equity investor or a lender for financing;
- c. Respondents must describe the terms under which the Respondent and the CRDA will share any additional potential revenues.
- d. The proposed share of proceeds to be paid to the CRDA from a capital event such as a leasehold sale, including, for example, partner exchange, transfer, major subletting, syndication, financing or refinancing, excess insurance or condemnation proceeds or any other capital event.

**12. Section VI – POST PROPOSAL SUBMISSION INFORMATION: *Prior to the CRDA and Respondent executing the Memorandum of Agreement, the Respondent, after negotiation with the CRDA and the other Government Parties, will be required to produce the following:***

- a. To better understand how the Respondent's Proposal meets the goals of this RFP, Respondent shall submit a detailed economic impact analysis that quantifies the total net economic benefits to be received by the Government Parties from the proposed project(s). Such analysis should address the certainty and timing of payments (if any) and explain both the "halo effect" of the project on the Atlantic City region and the net economic impact of the proposed project(s) by taking into account the value of: (i) any payments to the Government Parties, (ii) the value of any in-kind considerations received by the Government Parties, and (iii) the value of any other reasonable, legitimate and quantifiable economic benefits received by the Government Parties, less the economic value of any negative economic

impact on the Atlantic City region caused by the Respondent's project(s). Such analysis shall include, but not be limited to:

- 1) All of the above proposed business terms for the Project;
- 2) All post completion taxes and fees, with the timing and amounts of such payments identified by the individual Government Party(ies) receiving such payments;
- 3) The specific value of any in-kind consideration or other economic benefits proposed;
- 4) The gross and net value of both direct and indirect jobs created, including headcount and projected compensation levels and income taxes;
- 5) The negative economic impact, of any, on the Atlantic City region's existing economic base;
- 6) The impact of the proposed development on the demand for Government Party(ies) services, including, but not limited to, police, fire, sanitation, and public works; and
- 7) The supporting data necessary to verify the Respondent's projections.

The analysis should be presented by individual line item for each proposed revenue or value source indicating the entity that will receive the payment or value and indicating whether the projected revenues or values are fixed or conditional amounts.

- b.** Respondent shall provide a preliminary sources and uses table, a preliminary project schedule and any proposed terms for disposition of the Site (lease terms or purchase terms, whichever is applicable). The sources and uses should be for both debt and equity and show annual draws based on: (i) an estimate of itemized total development costs, (ii) the proposed development schedule, (iii) the amount, source of Respondent's equity, (iv) the amount, potential source, and terms of the Respondent's financing, including all financing assumptions and minimum tests (*e.g.*, debt service coverage ratio and loan-to-cost/value ratio) for both construction and permanent financing, if applicable.
- c.** Respondent will be required to respond to certain additional items or inquiries during the selection process, including whether Respondent's development team will include meaningful equal opportunity and workforce development programs for Atlantic City regional businesses and residents.

**2.06 RFP Selection Criteria:** In evaluating the Proposals, the Evaluation Committee will consider such criteria consistently across all proposals that, in its sole and absolute discretion, are in the best interests of the Government Parties and that best

advance the goal of the Project. The criteria, in no particular order of significance, listed below are of particular concern to the Evaluation Committee:

1. Quantity, certainty and timing of revenues to the Government Parties.

- a. The project economics and financing plan clearly support the project concept.
- b. Respondent's financial qualifications (including its proven ability to obtain financing for projects of similar size and/or complexity, experience with institutional lenders, and evidence of the willingness of such lenders to finance the proposed development), and the amount of equity or personal risk the Respondent proposes for the project, and ability to obtain guaranties and other financial security for completion of necessary infrastructure.
- c. Respondent's experience and competence in the development, management, marketing and design of projects of a scale, complexity, and quality similar to that required by this RFP, and Respondent's ability to implement its Proposal.
- d. The amount of financial subsidy, if any, requested from CRDA.
- e. The priority that the Respondent places on the project relative to the Respondent's other projects.

2. Quality of the development proposal.

- a. Respondent's demonstrated understanding of the scope and complexity of the project and the CRDA's goals and objectives.
- b. Quality of proposed design.
- c. Relationship and overall benefit to nearby public spaces, streets, properties and community.
- d. Respondent's commitment to creating an environmentally sustainable development.
- e. Experience and qualifications of design professionals and other members of Respondent's development team.

3. Proposed timeframe for commencement and completion of the development. Phasing is important because immediate impact is a desired outcome for this project.
4. Respondent's previous record of performance in business dealings with any municipal, state, or federal agencies, including any of Government Parties.
5. Quality, creativity and originality of Respondent's proposed equal opportunity and workforce development programs for Atlantic City regional businesses and residents.

**2.07 RFP Selection Process:** Based on a review and evaluation of the Proposals, the Evaluation Committee intends to designate one or more Respondents as the Designated Developer(s) in accordance with the procedure outlined below:

1. Proposals will be opened by the CRDA on the Proposal Due Date and all Executive Summaries for all qualifying Proposals will be made available to the general public via the CRDA Website within 48 hours of the opening of all Proposals. The CRDA reserves the right, in its sole discretion, to redact information from the Executive Summaries, such as, any financial or business term information prior to posting.
2. The Evaluation Committee expects to complete its review of the Proposals within 30 days of the Proposal Due Date, and thereafter will make its recommendation to the CRDA members.
3. The Evaluation Committee will conduct separate meetings or interviews with Respondents to discuss their Proposal(s) after which the Evaluation Committee may request that the Respondent submit one or more modified Proposal(s) based on such discussions.
4. Following completion of such discussions, if the Evaluation Committee determines that there are one or more Proposal(s) that merit further consideration, the Evaluation Committee will present its recommendations to the CRDA members for their consideration.
5. Upon completion of its review, the CRDA expects to issue the Designation Letter to the successful Respondent(s) who will become the Designated Developer(s) for all or a portion of the Site, as set forth in such letter.
6. Within 45 days of the date of the Designation Letter, the Designated Developer shall negotiate, execute and deliver the Memorandum of Agreement and within 120 days negotiate, execute and deliver the remaining Disposition Documents.

7. The CRDA may at any time exclude Proposals that, in its sole and absolute discretion, fail to demonstrate the necessary qualifications or fail to comply with the requirements of this RFP.
8. The Evaluation Committee will review all Proposals for completeness and compliance with the terms and conditions of this RFP, and may, at any stage of the RFP process, request from any or all of the Respondents additional material, clarification, confirmation, or modification of any submitted Proposal. Except at the request or with the consent of the CRDA (which consent shall be in the sole and absolute discretion of the CRDA), Respondents will not be entitled to change their Proposals once submitted.
9. Employees of Government Parties are not eligible to propose or to be included as a participant with any Respondent. Any such Proposal shall be disqualified from consideration by the CRDA.
10. In the event CRDA becomes aware of any material misrepresentation with respect to any information supplied by a Respondent, the CRDA shall have the right to reject at any time the proposal of the Respondent, to refuse to negotiate or continue negotiations with the Respondent and to take any other action, including retaining any deposit made by the Respondent, as shall be deemed appropriate by CRDA in its sole discretion. CRDA reserves the right to request, at any time in the selection process, such additional information or materials as it may deem useful or appropriate to evaluate each Respondent's qualifications and past experience. Submission of a Proposal shall constitute the Respondent's permission to CRDA to make such inquiries concerning the Respondent and members of the Respondent's team, as the CRDA, in its sole discretion, deems useful or appropriate.
11. The CRDA reserves the right, at any time, in its sole and absolute discretion and without liability, to: (a) accept or reject any or all Proposals, (b) withdraw the RFP without notice, (c) use the Proposals as a basis for negotiation with one or more Respondents or (d) waive compliance with and/or change any of the terms of this RFP.
12. The CRDA further reserves the right to negotiate any and all terms of any transaction with the Designated Developer(s). If such negotiations cannot be concluded successfully with the Designated Developer(s), the CRDA may choose to negotiate with other Respondents, terminate the selection process, or begin a new selection process.
13. The CRDA will not pay for or refund any costs and expenses incurred by a Respondent in responding to this RFP or by the Designated Developer(s) following selection or designation.

14. All determinations as to the completeness or compliance of any Proposal, or as to the eligibility or qualification of any Respondent, will be within the sole and absolute discretion of the CRDA.
15. The CRDA shall have the right to reject any Respondent if such Respondent, or any principal, partner, officer, director or principal shareholder of the Respondent is determined, in the sole discretion of the CRDA or any other appropriate regulatory agency, to have been convicted of or, pleaded guilty or *no contest* to a felony or crime of moral turpitude, to be an “organized crime figure”, to be under indictment or criminal investigation, or to be in default on any debt, contract, or obligation to or with any of the Government Parties. The Designated Developer(s) may be required to complete a background questionnaire to verify that it is in full compliance with these requirements.
16. **Communication Restriction:** All Contacts during the Restricted Period shall be made solely to the CRDA Contact Person, provided, however, that the following activities shall not be considered Contacts, and are therefore exceptions to the foregoing limitation on communication:
  - a. Proposals: the submission of written Proposals in response to this RFP.
  - b. Complaints: complaints by a Respondent regarding the failure of the CRDA Contact Person to respond in a timely manner to authorized Respondent Contacts, provided such complaints are made in writing to the CRDA.
  - c. Oral Presentations and Discussions with Respondents: CRDA scheduled presentations by a Respondent to the Evaluation Committee or other Government Parties for the purpose of describing its Proposal(s).
  - d. Negotiations: After a Respondent has been preliminarily designated, communications between that Respondent and CRDA for the purposes of negotiation.

By submitting its Proposal and specifically its Respondent Certification (Attachment 2), the Respondent agrees to comply with the communication restrictions set forth above.

17. **Use and Disclosure of Proposal and Proposal Ideas:** The CRDA shall be entitled to retain and use, without compensation to any Respondent to this RFP, all information submitted, including, but not limited to: any concept, element or idea disclosed in or evident from the Proposal or which may be revealed during any communications with Respondent (all such information



collectively referred to as “Information”). By submitting a Proposal, Respondent expressly grants to the CRDA a fully paid up world-wide license to use the Information in furtherance of the Project.

Information provided to the CRDA by Respondent may be subject to the State Open Public Records Act, N.J.S.A. 47:1A-1 et seq.. Except as otherwise provided for in this RFP, prior to the issuance of the Designation Letter, the CRDA will not disclose the Proposals, with the exception of the Executive Summary, to the general public. Once the Designated Developer(s) is selected, the CRDA reserves the right to publish any Proposal or a portion thereof, without permission from or compensation to a Respondent or Designated Developer(s) provided such information does not represent trade secrets clearly identified by Respondent in its Proposal and expressly accepted as such by the CRDA in a separate writing.

A Respondent may designate specific information as “Confidential” and therefore not subject to disclosure provided the Respondent has a good faith legal/factual basis for such determination. The CRDA reserves the right to make its own determination and will advise the Respondent accordingly in writing. The location in the Proposal of any such designation should be clearly stated in a cover letter detailing such “Confidential” information. 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.

18. Proposals shall be accepted from principals only. No brokerage fees, finder’s fees, commissions, or other compensation will be payable by the CRDA in connection with the selection of the Designated Developer(s) or the disposition of the Site. Submission of a Proposal by a Respondent in response to this RFP will constitute an undertaking by the Respondent to indemnify, defend and hold the Government Parties harmless from and against any and all expenses, damages, or liability (including, without limitation, attorneys’ fees and costs) arising out of any claim for such fees, commissions, or other compensation made in connection with such Respondent’s response to this RFP, selection or no selection, or negotiation and execution (or no execution) of the Disposition Documents.

**2.08 Certain General Conditions:** The CRDA makes no representations or warranties whatsoever with respect to this RFP and the Site, including, without limitation, representations or warranties as to the accuracy or completeness of any information or assumptions contained in this RFP or otherwise furnished to Respondent; the use or progress of development of the Site or any portion thereof; and environmental conditions or the suitability of the Site for any specific uses or development. Respondents shall make their own analysis and evaluation of the income potential and profits and expense of the Site, and Respondents shall not rely upon any

statement or information given to Respondents by the Government Parties, including without limitation, any information contained in this RFP or in any other documents cited in this RFP or made available during this RFP process.

**In addition to those stated elsewhere, this RFP is subject to the specific conditions, limitations and terms, stated below:**

- a. The Designated Developer(s) will accept the Site, or the portion thereof, in a “Where Is, As Is” condition on the date of disposition, except as otherwise expressly set forth in the Disposition Documents.
- b. Any construction activities at the Site related to this RFP are to be performed at the sole cost and expense of the Designated Developer(s).
- c. The Designated Developer(s) will be required, at its sole cost and expense, to comply with all applicable federal, state, and local laws and regulations, and to obtain from all appropriate government authorities all construction and ancillary permits and approvals for the development of the Project at the Site, including but not limited to, all required building permits and approvals, licenses, certificates of occupancy and environmental approvals.
- d. Acceptance of a Respondent’s Proposal or selection of the Designated Developer(s) pursuant to this RFP will not create any rights on the Respondent’s or Designated Developer’s part, including without limitation rights of enforcement, equity or reimbursement. After execution and delivery of the Disposition Documents, the terms thereof will thereafter govern the relationship between the CRDA and the Designated Developer(s). In the event of any variance between the terms and conditions of this RFP and the Disposition Documents, the terms and conditions of the Disposition Documents will govern.
- e. This RFP does not constitute an offer to sell or lease the Site or any portion thereof, nor a solicitation of offers to sell or lease the Site or any portion thereof. The Government Parties shall not incur any obligation or liability on account of any submission made in connection with this RFP (nor shall any Proposal be deemed accepted) unless and until an agreement setting forth all the terms and conditions of a transaction has been fully negotiated and a written agreement incorporating such terms and conditions has been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals have been obtained.

- f. The Designated Developer(s) will be responsible for complying with all applicable laws, statutes, regulations, notices and orders of governmental units (collectively, “Law”) regarding development, management and/or operation of the Project at the Site, and agrees to indemnify, defend and hold the Government Parties harmless from and against any and all expenses, damages, or liability (including, without limitation, attorneys’ fees and costs) arising out of or related to any claim made by any third party, including a Government Party, that the Designated Developer(s) has violated or is in violation of the Law.
  
- g. CRDA reserves the right to revise this RFP and the RFP evaluation process, upon issuance of Addenda to all Registered Respondents. CRDA further reserves the right to, at any time and for any reason, discontinue negotiations with the initially selected Designated Developer and pursue negotiations with another Respondent prior to an agreement between the parties.

### **Article III List of RFP Submittals including Compliance Documentation**

#### **A.**

1. Respondent Registration Form
2. Respondent Certification
3. Disclosure of Investigations/Actions against Respondent
4. Notice of Intent to Subcontract
5. Subcontractor Utilization Form
6. Services Source Disclosure Form
7. Affirmative Action Disclosure
- 8.** Political Contributions Disclosure Form & Instructions
9. Non-Collusion Affidavit
10. Respondent's Proposal
11. Disclosure of Investment Activities with Iran
12. Ownership Disclosure

**ATTACHMENT 1**  
**Aerial and/or tax maps of Sites**

**POSTED WITH THIS SOLICITATION AT [WWW.NJCRDA.COM](http://WWW.NJCRDA.COM)**

**Submittal 1**

**Respondents Registration form**

**POSTED WITH THIS SOLICITATION AT [WWW.NJCRDA.COM](http://WWW.NJCRDA.COM)**

**Submittal 2**  
**RESPONDENT CERTIFICATION**

I have read the entire RFP prior to completing this certification on behalf of the below-named entity. I certify that the following statements made by me are true:

1. I am authorized to make this certification on behalf of the below-named entity.
2. Except as expressly authorized by the terms and conditions of this RFP, Respondent, its officers, employees, agents, affiliates, subsidiaries or related entities have not contacted or cause to be contacted the members, employees, officials or consultants of the Government Parties in regard to this RFP

I am aware that if any of the statements are willfully false, the business entity submitting a proposal in response to the RFP may be subject to disqualification and are debarred from contracting with the CRDA.

---

Respondent Business Entity Name \_\_\_\_\_

Signed Name \_\_\_\_\_ Print Name \_\_\_\_\_

Title/Position \_\_\_\_\_

Phone Number \_\_\_\_\_ Date \_\_\_\_\_

**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.

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

**Litigation/Administrative Complaints**

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

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

**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 FORM  
POSTED WITH THIS SOLICITATION AT [WWW.NJCRDA.COM](http://WWW.NJCRDA.COM)**



**Submittal 10**

**Respondents Proposal**

# Submittal 11

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

### PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
FAILURE TO CHECK ONE OF THE STATEMENTS WILL RENDER THE PROPOSAL NON-RESPONSIVE.

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

#### PLEASE CHECK THE APPROPRIATE STATEMENT:

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

#### **OR**

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

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

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

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

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

Full Name (Print):  
Title:

Signature:  
Date:



## Submittal 12 OWNERSHIP DISCLOSURE FORM

**I. TYPE OR PRINT THE COMPLETE CORRECT NAME, ADDRESS & FEDERAL EIN OF THE RESPONDENT:**

Name: \_\_\_\_\_ Fed ID # \_\_\_\_\_

Address: \_\_\_\_\_

**II OWNERSHIP LIST.** For every person or other entity which owns 10% or more of the Respondent named above, provide the name, address, office held with the Respondent (if any), and the percent of ownership of the Respondent( all stock classes). If such an owner is a corporation or partnership, also provide the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there is no owner with 10% or more interest in the Respondent, enter "None" below.

NAME	ADDRESS	OFFICE(S) HELD	OWNERSHIP INTEREST (%)

**III. OWNER ISSUES.** Complete all questions below.

	YES	NO
1. Within the past five years has another company or corporation had a 10% or greater interest in the Respondent identified above? <i>(If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)</i>	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? <i>(If yes, attach a detailed explanation for each instance.)</i>	YES _____	NO _____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? <i>(If yes, attach a detailed explanation for each instance.)</i>	YES _____	NO _____
4. Are there now any criminal matters or debarment proceedings pending in which the Respondent and/or its officers and/or managers are involved? <i>(If yes, attach a detailed explanation for each instance.)</i>	YES _____	NO _____
5. Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? <i>(If yes to any part of this question, attach a detailed explanation for each instance.)</i>	YES _____	NO _____

**IV 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 acknowledge that the Casino Reinvestment Development Authority 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 Casino Reinvestment Authority to notify the Casino Reinvestment Development Authority in writing, of any changes to the answers or 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 constitute a material breach of my agreement(s) with the Casino Reinvestment Development Authority and that the Casino Reinvestment Development Authority, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Title with Respondent

