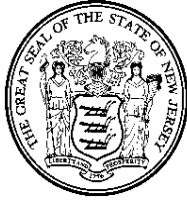


# CASINO REINVESTMENT DEVELOPMENT AUTHORITY



## SOLICITATION OF BIDS

<b>For:</b>	<b>Environmental Remediation Services as-needed</b>
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Event	Date	Time
<b>Bidder's Questions Due Date</b>	June 10, 2020	12:00 P.M.
<b>Bid Submission Due Date &amp; Time</b>	June 24, 2020	10:00 A.M
<b>Bid Opening</b>	June 24, 2020	11:30 AM

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

Solicitation Issued By

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

Date Issued:

## Notice to Bidders

**PUBLIC NOTICE IS HEREBY GIVEN** that sealed bids will be received by the **Casino Reinvestment Development Authority (“CRDA”)** for

### **Environmental Remediation Services on an as-needed basis**

The Bid (forms, contract and specifications) will be available on or about May 28, 2020 on the CRDA’s web site, [www.njcrda.com](http://www.njcrda.com), as a PDF file or upon written request to the CRDA at the address below. One (1) copy of the RFP will be provided at no charge and additional copies will be available at a cost of \$35.00 per copy plus postage. Interested respondents are directed to include a self-addressed postage pre-paid envelope in which to return any additional copies of the bid.

Sealed bids must be mailed, presented or delivered to the offices of the Casino Reinvestment Development Authority, at 15 S. Pennsylvania Avenue, Atlantic City, New Jersey 08401, Attn. Delores Dolbow Purchasing Agent. The Casino Reinvestment Development Authority accepts no responsibility for the timeliness of any mail, delivery or courier service.

Sealed bids shall be submitted to the CRDA in the manner prescribed in the solicitation. The sealed envelopes/packages must be labeled **“Environmental Remediation Services”** and contain the bid opening date and respondent’s name and address.

Bids will be received at the Casino Reinvestment Development Authority, 15 S. Pennsylvania Avenue, Atlantic City, New Jersey on June 24, 2020 at 10:00 a.m. eastern prevailing time. Bidders are solely responsible for the timely delivery of the bids and no bid shall be considered which is presented after the date and time established for receiving bids. The CRDA does not accept any responsibility for the timeliness of any mail, delivery or courier service. Any bid received after the date and time specified will be returned, unopened, to the respondent.

Sealed bids will be accepted by courier service, hand delivery, or by mail, subject to the restrictions set forth herein. Respondents are encouraged to MAIL in bids, but are cautioned to allow sufficient time for mail delivery to ensure receipt by the date and time set forth herein. If any bid must be hand delivered, the CRDA has a drop box located outside the front door of the building for receipt of hand deliveries on June 24, 2020 (see below).

In light of Covid-19 restrictions, CRDA requests that sealed proposals be sent as follows:

1. If you plan to use the U.S. Postal Service or other form of delivery service such as Federal Express, United Parcels Service, DHL etc., please mail or otherwise schedule your sealed bid with sufficient time for delivery. CRDA has been notified of significant delivery delays due to the office being closed and recommends a scheduled arrival date of at least TWO (2) days prior to June 24, 2020. CRDA IS NOT RESPONSIBLE FOR ANY DELAYS OCCASIONED BY THE METHOD OF DELIVERY CHOSEN BY THE PROPOSER. ANY BIDS RECEIVED AFTER JUNE 24, 2020 @ 10:00 AM ARE NON RESPONSIVE.
2. If you plan on hand delivering the sealed bid package, please be advised the CRDA office building is closed to the public. Therefore, sealed bids may ONLY be

dropped-off from 9:00 am to 10:00 am on June 24, 2020. A monitored drop-box will be located outside the front door. Please place your sealed bid inside the drop-box.

In light of Covid-19 restrictions and related disinfectant procedures, sealed bids will be opened and read aloud outside in the parking lot (closest to Atlantic Avenue) of the CRDA building in order to enable adequate social distancing on June 24, 2020 at **11:30 am**. **Anyone wishing to attend the bid opening must wear a facemask.** Anyone attending the bid opening who does not wear a facemask will be required to leave the parking lot.

**Please remain in your vehicle until the opening starts.**

The CRDA reserves the right to reject any and all bids, not award a contract or re-solicit bids for this contract if deemed necessary by the CRDA. The CRDA also reserves the right to reject any and all bids when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in bids submitted in response to this solicitation.

Bidders 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).

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 Background**

The Casino Reinvestment Development Authority ("CRDA") is an independent authority which was created in 1984 by Chapter 218 of the laws of the State of New Jersey (N.J.S.A. 5:12-153, et seq.). The CRDA is responsible for investing a portion of the casino gaming industry's revenues into urban revitalization projects in Atlantic City and other programs in the State of New Jersey.

The mission of the CRDA is to provide capital investment funds for economic and community development projects that respond to the changing economic and social needs of Atlantic City. The CRDA seeks to encourage business development and permanent job creation, promote opportunities for business expansion, and commit to facilitating a vibrant economic investment and employment environment for Atlantic City.

### **1.2 Purpose and Intent**

The purpose of this bid ("Solicitation") is to solicit bids for one or more vendors to provide environmental remediation services as needed for the use of CRDA.

CRDA intends to award a contract to the lowest responsible bidder whose bid conforms to these specifications. The CRDA, however, reserves the right to separately procure individual requirements that are the subject of the contract during the term of the contract when deemed by the CRDA to be in the CRDA's best interest. The CRDA reserves the right to reject any and all bids when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in bids submitted in response to this Solicitation.

**All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the contract awarded through this Solicitation.**

### 1.3 Bid Submission

Sealed bids shall be submitted in the manner prescribed in the solicitation of bids. To be considered, a sealed bid must be mailed, presented or delivered by the date and time located on the cover page of this solicitation to:

ATT: DELORES DOLBOW  
PURCHASING AGENT  
CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
15 S. PENNSYLVANIA AVENUE  
ATLANTIC CITY, NEW JERSEY 08401

**THE EXTERIOR OF ALL SEALED PROPOSAL PACKAGES AND ENVELOPES ARE TO BE LABELED “CRDA – REQUEST FOR PROPOSAL – ENVIRONMENTAL REMEDIATION SERVICES, AND CONTAIN THE PROPOSAL OPENING DATE AND RESPONDENT’S NAME AND ADDRESS.**

Bids will be received at the Casino Reinvestment Development Authority, 15 S. Pennsylvania Avenue, Atlantic City, New Jersey on June 24, 2020 at 10:00 a.m. eastern prevailing time. **Proposals will be opened at 11:30 am (see below).** Respondents are cautioned to allow adequate delivery time to ensure timely receipt of proposals. Respondents are solely responsible for the timely delivery of the bids and no bid shall be considered which is presented after the date and time established for receiving bids. The CRDA does not accept any responsibility for the timeliness of any mail, delivery or courier service. Any proposal received after the date and time specified will be returned, unopened, to the respondent.

The CRDA shall not be responsible for any delivery service’s failure to deliver in a timely manner. The Casino Reinvestment Development Authority accepts no responsibility for the timeliness of any mail, delivery or courier service.

Sealed bids will be accepted by courier service, hand delivery, or by mail, subject to the restrictions set forth herein. Respondents are encouraged to MAIL in bids, but are cautioned to allow sufficient time for mail delivery to ensure receipt by the date and time set forth herein. If any bid must be hand delivered, the CRDA has a drop box located outside the front door of the building for receipt of hand deliveries on June 24, 2020 between the hours of 9:00am to 10:00 am.

In light of Covid-19 restrictions, CRDA requests that sealed bids be sent as follows:

1. If you plan to use the U.S. Postal Service or other form of delivery service such as Federal Express, United Parcels Service, DHL etc., please mail or otherwise schedule your sealed proposal with sufficient time for delivery. CRDA has been notified of significant delivery delays due to the office being closed and recommends a scheduled arrival date at least TWO (2) days prior to June 24, 2020. **CRDA IS NOT RESPONSIBLE FOR ANY DELAYS OCCASIONED BY THE METHOD OF DELIVERY CHOSEN BY THE PROPOSER. ANY PROPOSALS RECEIVED AFTER JUNE 24, 2020 @ 10:00 AM ARE NON-RESPONSIVE.**

2. If you plan on hand delivering the sealed bid package, please be advised the CRDA office building is closed to the public. Therefore, sealed bids may ONLY be dropped-off from 9:00 am to 10:00 am on June 24, 2020. A monitored drop-box will be located outside the front door. Please place your sealed bid inside the drop-box.

**BIDS SUBMITTED BY FACSIMILE OR ELECTRONICALLY WILL NOT BE CONSIDERED.**

#### **1.4 Number of Bid Copies**

The bidder must submit **two (2) complete ORIGINAL sealed bids**, clearly marked as the "ORIGINAL". The bidder must submit **Three (3) full, complete, and exact copies** of the original bid.

#### **1.5 Questions and Answers**

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

[CRDAQUESTIONS@NJCRDA.COM](mailto:CRDAQUESTIONS@NJCRDA.COM)

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

The subject line of all emailed questions should say "Environmental remediation - Bid Inquiry".

**Any exceptions to the Service Agreement, attached hereto as Submittal 2, shall be raised by the bidder as a question during the Question and Answers period through the same procedure set forth in this provision of the Solicitation. Any amendment to the Service Agreement shall be determined by the CRDA. Said determination shall 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 amendments to the Service Agreement, in its sole discretion.**

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

#### **1.6 Addenda: Revisions to this solicitation**

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

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this Solicitation. There are no designated dates for release of addenda. Therefore interested bidders should check the CRDA website on a daily basis from the time of bid issuance through bid opening.

## **1.7 Bidder Responsibility**

The bidder assumes the sole responsibility for the complete effort required in submitting a bid in response to this Solicitation. No special consideration will be given after bids are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this Solicitation. The CRDA assumes no responsibility and bears no liability for cost incurred by a bidder in the preparation and submittal of a bid in response to this Solicitation.

## **1.8 Bid Opening**

In light of Covid-19 restrictions and related disinfectant procedures, sealed bids will be opened and read aloud outside in the parking lot (closest to Atlantic Avenue) of the CRDA building in order to enable adequate social distancing on June 24, 2020 at 11:30 am. **Anyone wishing to attend the bid opening must wear a facemask. Anyone attending the bid opening who does not wear a facemask will be required to leave the parking lot.**

**Please remain in your vehicle until the opening starts.**

The CRDA reserves the right to reject any and all bids, not award a contract or re-solicit bids for this contract if deemed necessary by the CRDA. The CRDA also reserves the right to reject any and all bids when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive minor irregularities in bids submitted in response to this RFP.

After all the bids are opened publicly, the content of the bids shall remain confidential during the evaluation process. All bids 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.

## **1.9 Price Alterations**

Bid 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 bidder.

## **1.10 Bid Errors**

A bidder may withdraw its bid as follows:

A bidder may request that its bid be withdrawn prior to bid opening. Such request must be made, in writing, to the CRDA staff member identified in Section 1.3 above. If the request is granted, the bidder may submit a revised bid as long as the bid is received prior to the announced date and time for bid opening and at the place specified.

If, after bid opening but before contract award, a bidder discovers an error in its bid, the bidder may make written request to the CRDA staff member identified in Section 1.3 above for authorization to withdraw its bid from consideration for award. Evidence of the bidder'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 bid would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the bidder's exercise of reasonable care; and that the CRDA will not be significantly prejudiced by granting the withdrawal of the bid.

All bid withdrawal requests must include the bid title and the final bid opening date and sent to the following address, to the CRDA staff member identified in Section 1.3 above:

Casino Reinvestment Development Authority  
15 S. Pennsylvania Avenue  
Atlantic City, New Jersey 08401  
**BID WITHDRAWAL REQUEST**

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

### **1.11 Joint Ventures**

If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid. Authorized signatories from each party comprising the joint venture must sign the bid. 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 Bid - Open Public Records Act**

Upon award of contract, all information submitted by bidders in response to this Solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law.

A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The CRDA reserves the right to make the determination and will advise the bidder accordingly. The location in the bid of any such designation should be clearly stated in a cover letter. THE CRDA WILL NOT HONOR ANY ATTEMPT BY A BIDDER EITHER TO DESIGNATE ITS ENTIRE BID AS PROPRIETARY, CONFIDENTIAL AND/OR TO CLAIM COPYRIGHT PROTECTION FOR ITS ENTIRE BID.

### **1.13 Minimum Requirements**

All bidders must submit documentation within their bid to demonstrate that bidder meets all of the following minimum requirements:

In order to remove USTs, bidder shall have a Subsurface Evaluators License or equivalent license. **(license document must be submitted)**

1. All employees shall meet the requirements of OSHA for training of personnel engaged in hazardous waste operations, 29 CFR 1910.120. **(certification document demonstrating compliance must be submitted. Mere statements of compliance is not acceptable)**
2. Bidder shall have at least 1 employee on site at all times that has 40-Hour HAZWOPER (Hazardous Waste Operations and Emergency Response). **(certification document demonstrating compliance must be submitted. Mere statements of compliance is not acceptable)**

3. Bidder must demonstrate at least three (3) years of experience in underground storage tank (UST) removal, contaminated soil excavation and backfill, and related activities. **(specific examples must be included. Mere statements of experience is not acceptable)**

## 2.0 SCOPE OF WORK

### 2.1 Environmental Remediation

- A. When notified by the CRDA and/or its consultant, the Contractor will properly remove and dispose of
  1. Any UST/AST and all associated piping and controls; and
  2. Any contaminated soil, concrete, and/or other material which the CRDA's consultant determines should be removed for purposes of remediating conditions encountered during the work.
- B. The work is potentially hazardous, and is regulated by New Jersey and federal law. The Contractor must know, understand and accept the safety and regulatory aspects of the work; and the Contractor must perform all aspects of the work safely and in compliance with all applicable local, state and federal laws and regulations.
- C. Any personnel performing work at the site must be trained for hazardous waste site operations in accordance with the United States Department of Labor, Occupational Safety & Health Administration's Safety and Health Standards.
- D. When notified to proceed with work at a site, the Contractor shall timely submit the following to the CRDA or its consultant:
  1. Copies of all permit and/or permit applications required by the appropriate state and/or local agencies for removal and disposal of hazardous wastes.
  2. A copy of the EPA/NJDEP registration certificate for the Contractor's Waste Hauler.
  3. Material Safety Data Sheets (MSDS) for all products to be used by the Contractor during the work, copies of which shall be available at the subject site.
- E. Prior to commencement of the Work, the CRDA will provide the Contractor with a copy of the Environmental Site Assessment ("ESA") for the site, for the purpose of apprising the Contractor of known or suspected tanks, contamination, and other concerns. The ESAs are not guaranteed to be totally accurate as to site conditions or to the extent of contamination. It shall be the responsibility of the Contractor to remove all tanks, all associated piping, contaminated soil, concrete, or other contaminated structures or materials found on each Site, as directed by the CRDA's consultant, and to undertake any other necessary site remediation.
- F. The Contractor shall work in coordination with the CRDA's consultant and contractors, when necessary. The Contractor shall not commence work until receiving an instruction to proceed from CRDA's consultant. The Contractor shall commence the work within three (3) working days unless directed otherwise by the CRDA or its consultant.



- G. The Contractor shall contact and coordinate with the State DCA and/or local construction official relating to the required inspection and construction schedule. All necessary permits must be obtained by the Contractor and be kept on display at the site.
- H. The Contractor shall supply all materials and equipment suitable in size and adequate in quality as may be required to accomplish the work in a safe, effective and legal manner.
- I. The Contractor shall dismantle, excavate and/or handle each tank, tank dispenser system, or other container in accordance with all applicable federal, state or local statutes, regulations and guidelines.
- J. The Contractor shall remove all contents of each tank, tank dispenser system, other container to its lowest draw-off point. The contents removed must be characterized and handled appropriately, including manifesting and disposal as hazardous waste if warranted. The Contractor shall comply with all applicable regulations regarding confined space entry prior to entering the tank.
- K. The Contractor shall clean, remove and properly dispose of each tank, tank dispenser system, drum or other container and all associated residues and liquids. The Contractor shall forward the tank manifest and all manifests for liquid and solid wastes to the Consultant prior to consideration of final payment.
- L. Once each tank, tank dispenser system, drum or other container is removed, the CRDA's consultant will take soil and/or water samples as may be required to determine the extent of contamination, if any.
- M. The Contractor shall excavate the contaminated soils, concrete, foundations or other structures surrounding each tank, tank dispenser system, drum or other container and stockpile the contaminated materials as may be necessary.
- N. The Contractor shall exercise caution when excavating to prevent damage to nearby property, and shall keep unauthorized persons clear of the excavation.
- O. Any damage to utilities, piping, wiring, tanks or other structures not identified for excavation and/or removal shall be repaired by the Contractor at its own expense. In addition, any damage done to known tanks or other containers which causes environmental contamination will be the responsibility of the Contractor to clean up. In the event the Contractor encounters any underground facilities, utilities, piping, wiring, tanks, drums, containers or other structures not scheduled for removal, the Contractor shall immediately cease work, notify the CRDA's consultant and await further instruction as to how to proceed.
- P. The Contractor shall excavate and properly dispose of all contaminated soil or other materials and/or groundwater, as determined by the CRDA or its consultant. No excavation or off-site disposal of contaminated soil shall be performed except as directed and immediately supervised by the CRDA or its consultant. The Contractor shall provide the CRDA or its consultant with manifests for all materials removed from the Site that require manifesting by state and/or federal regulations.

- Q. All stockpiled contaminated soil or other materials shall be placed on, and covered with, plastic sheeting, which protection shall be maintained until the materials are disposed of off-site.
- R. The contractor shall remove from the site all contaminated soil and other materials within twenty-eight (28) calendar days after they have been excavated and stockpiled. The stockpiling of any contaminated soil or other materials for more than twenty-eight (28) calendar days shall result in a reduction of the fee paid to the Contractor for that particular site of \$500.00 per day or, at option of the CRDA, the CRDA may cause the removal of the soil or other materials to be performed by others, the cost of which shall be charged to and assessed against the Contractor.
- S. Disposal of contaminated soil and other materials shall be at a properly licensed and authorized disposal facility to be selected by the Contractor and approved by the CRDA, the Consultant, and the NJ Department of Environmental Protection prior to commencement of the work.
- T. Whenever possible, soil which has been excavated and found not to contain contamination (“overburden”) shall be stockpiled separately from contaminated soil, and used as backfill or spread throughout the work site, as directed by the CRDA or its consultant.
- U. The Contractor shall provide to the CRDA and/or its consultant load slips for all backfill material delivered to the Site and used by the Contractor.
- V. The Contractor shall maintain accurate records as to the number, size, type and location of every tank, tank dispenser system, drum or other container removed from the work site, and the contents of same, which shall be submitted to the CRDA or its consultant upon completion of the work.
- W. The Contractor shall maintain accurate records of the quantities of contaminated soil, concrete, debris or other materials removed from the work site, and the type of contaminants encountered, which shall be submitted to the consultant upon completion of the work.
- X. Following approval by the CRDA or its consultant and the NJDEP, the Contractor shall backfill the excavated area. Unless otherwise approved by the CRDA’s Consultant and the NJDEP, backfill material will be a clean granular borrow excavation, I-14 soil aggregate, as defined in Sections 201.03.07(5) of the New Jersey Department of Transportation (“NJDOT”) Standard Specifications (2007), free from organic impurities, contaminants and other objectionable materials, and will be approved by the CRDA or its consultant prior to use. The CRDA may require intermittent testing by the Contractor, at the Contractor’s expense, to ensure compliance with this section.
- Y. Unless otherwise approved by the CRDA’s Consultant, all backfill shall be placed and compacted in compliance with Section 201.03.07(5) of the NJDOT Standard Specifications 2007 (2007). The Contractor shall demonstrate compliance with this specification to the satisfaction of the CRDA and its consultant.

Z. The Contractor shall attend project meetings as may be convened by the CRDA during the course of the Contract to review the work and coordination and scheduling requirements.

AA. The Contractor shall be responsible for providing all measures deemed necessary by the CRDA, the City of Atlantic City or any departments thereof, the NJDEP, and/or any other public body having jurisdiction over the work, to secure, enclose and/or protect the work, including, but not limited to, areas of open excavation, stockpiled soil, equipment, and materials stored at the work site.

### C. Additional ACMs

Each Site will be released to a demolition contractor upon the issuance of the demolition permit. In the event additional ACMs are encountered in the demolition process, the Contractor will be required to re-mobilize to the site to remove and dispose of the additional ACMs no more than twenty-four (24) hours after receiving notice from the CRDA. The Contractor will be required to meet all of the obligations set forth in the foregoing /section 1.3(B) as a condition of payment for such additional Work.

The Contractor shall coordinate the work with the appropriate Atlantic City authorities, including (but not limited to) the Atlantic City Engineer's Office and Police Department; and shall provide all required traffic control and work site containment safety and security measures for the work.

The foregoing list of services is not exclusive; the CRDA and the successful bidder may agree in writing to amend or augment the services set forth above.

The foregoing list of services is not exclusive; the CRDA and the successful bidder may agree in writing to amend or augment the services set forth above.

## **3.0 BID PREPARATION AND SUBMISSION**

### **3.1 General**

The bidder is advised to thoroughly read and follow all instructions contained in this solicitation in preparing and submitting its bid.

### **3.2 Bid Content**

The bid should be submitted in one volume and that volume divided into three (3) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section A – Cover Letter
- Section B - Fee Schedule
- Section C– Required Submittals and Compliance Information

#### A. Cover Letter

All bidders should submit a cover letter that includes references to section (s) of the bid that the bidder would like to propose confidentiality or copyright designation. (Please see section 1.12)

## B. Fee Schedule

Refer to Section 5.0 of this Solicitation.

## C. Required Submittals and Compliance Information

Refer to Section 5.0 of this Solicitation.

## **4.0 BID EVALUATION**

### **4.1 Lowest Responsible Bidder**

Bids will be evaluated to determine responsiveness. The CRDA intends to award a contract to the lowest responsible bidder.

### **4.2 Oral Presentation and/or Clarification of Bids**

After the submission of bids, unless requested by the CRDA as noted below, vendor contact with the CRDA is not permitted.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid. The purpose of such communication with a bidder, either through an oral presentation or by letter, is to provide an opportunity for the bidder to clarify or elaborate on its bid. No comments regarding other bids are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid. Action by the Evaluation Committee in this regard should not be construed as an acceptance or rejection of a bid.

### **4.3 Bid Discrepancies**

In evaluating bids, 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 bids submitted in response to this solicitation; and (b) to reject all bids and not award any contract in connection with this solicitation.

### **4.4 Contract Award**

The CRDA, in its sole discretion will determine whether to award a one-year, two-year contract or a one-year contract with the option to renew for the second year as the result of this Solicitation. Demonstrated cost savings in year two will be considered by the CRDA for determination of the length of the contract.

## **5.0 REQUIRED SUBMITTALS AND COMPLIANCE INFORMATION**

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

1. Signatory Page, Submittal 1
2. Service 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. Affirmative Action (Respondent must submit an NJ Affirmative Action Certificate, a Federal Affirmative Action Plan Approval Letter or AA302), Submittal 6
7. Political Contributions Disclosure Form & Instructions, Submittal 7
8. Non-Collusion Affidavit, Submittal 8
9. Fee Schedule, Submittal 9
10. Disclosure of Investment Activities in Iran Form, Submittal 10

B. **Business Registration:** As a condition of entering into a contract, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the CRDA) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of Treasury the use tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq) on all their sales of tangible personal property delivered into the State.

The bidder must be properly registered to do business with the State of New Jersey as of the contract award date, and should submit a copy of the bidder’s NJ Business Registration Certificate with its bid. If not already registered with the New Jersey Division of Revenue, registration can be completed online 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 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.

**E. New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq. and Public Works Contractor Registration Act Certificate, N.J.S.A. 34:11-56.48 et seq.**

The New Jersey Prevailing Wage Act requires the payment of minimum rates of pay to laborers, craftsman and apprentices employed on public works projects. Covered workers must receive the appropriate craft prevailing wage rate as determined by the Commissioner of Labor and Workforce Development. Prevailing wage rates are wage rates established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

**THIS CONTRACT IS SUBJECT TO THE NEW JERSEY PREVAILING WAGE ACT.** Anyone interested in bidding or engaging in any contract resulting from this bid must register with the Department of Labor and Workforce Development, Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq. The New Jersey Department of Labor and Workforce Development makes official wage determination and debarment list information available on its website at [www.nj.gov/labor/lssc/lspubcon.html](http://www.nj.gov/labor/lssc/lspubcon.html). By accessing this website official New Jersey Prevailing Wage Rate Determinations may be obtained.

**The bidder and subcontractors must be properly registered with the Department of Labor and Workforce Development under the Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., as of the bid opening date, and must submit a copy of the bidder's Public Works Contractor Registration Act certificate with its bid.**

### **5.1 Signatory page**

The bidder shall complete and submit the signatory page appended hereto as **Submittal 1**, which shall be signed by an authorized representative of the bidder, evidencing the bidder's concurrence with all of the terms and conditions of this Solicitation. If the bidder is a limited partnership, the signatory page must be signed by a general partner. If the bidder 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 bid as non-responsive.

### **5.2 Services Agreement**

Bidders shall review and execute **Submittal 2**. The CRDA reserves all rights to reject any and all bids 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 Service 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 Solicitation. **Failure to execute Submittal 2 will result in the bid being rejected as non-responsive.**

### **5.3 Disclosure of Investigations/Actions Involving Bidder**

The bidder 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 bidder shall use the Disclosure of Investigations and Actions Involving Respondent form appended hereto as **Submittal 3**.

### **5.4 Notice of Intent to Subcontract**

The bidder 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 bidder intends to utilize a subcontractor, the Subcontractor Utilization Form, appended hereto as **Submittal 5**, must be completed and submitted with the bid.

### **5.6 Affirmative Action**

Bidder 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 6**)

### **5.7 Political Contributions Disclosure**

The bidder is required to complete the attached Political Contributions Disclosure form. The requirement is a precondition to entering into a contract with the CRDA. The Political Contributions Disclosure form is appended hereto as **Submittal 7**.

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

### **5.8 Non-collusion Affidavit**

The bidder shall execute and submit the non-collusion affidavit (**Submittal 8**).

### **5.9 Fee Schedule**

The bidder must submit its pricing using the format set forth in the CRDA supplied Fee Schedule appended hereto as **Submittal 9** to this Solicitation. If bidder fails to complete the fee schedule the bid may be deemed nonresponsive. Merely attaching a firm's billing schedule is unacceptable. Any additions to the Fee Schedule must be submitted as a Rider to **Submittal 9**.



## **5.10 Disclosure of Investment Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, the bidder must complete the Disclosure of Investment Activities in Iran attached hereto as **Submittal 10** to certify that neither the bidder, 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 bidder, 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 bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities as directed on **Submittal 10**. **A bidder's failure to submit the completed and signed form with its bid will result in the rejection of the bids as non-responsive and preclude the award of a contract to said bidder**

**Submittal 1**

**CASINO REINVESTMENT DEVELOPMENT AUTHORITY  
SIGNATORY PAGE**

**SOLICITATION OF BIDS:**            **Environmental Remediation Services**

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

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

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**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 bid:**

---

**Signature**

---

**Date**

**Submittal 2**  
**Service Agreement**

**INSERT FULL LEGAL NAME AND ADDRESS OF CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(referred to hereinafter as the “Contractor”)

THIS SERVICES AGREEMENT (the “Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, 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, and the Contractor identified above.

Background

A. In accordance with the CRDA’s solicitation of bids released in June of 2020 (the “Solicitation”) and the Contractor’s bid thereto dated \_\_\_\_\_ (the “Bid”), and in accordance with CRDA Resolution 20-\_\_ adopted \_\_\_\_\_, the CRDA has selected the Contractor to provide services to the CRDA as described in the Solicitation (the “Services”).

B. The Contractor desires to accept the engagement to provide Services on an as-needed basis, all as more particularly set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements contained herein, the CRDA and the Contractor, intending to be legally bound, hereby agree as follows:

1. Copies of the Solicitation and the Bid are annexed hereto as Exhibits 1 and 2, respectively. By this reference, the Solicitation and the Bid are incorporated in and made a part of this Agreement as if set forth herein in full. In case of a conflict or inconsistency between the provisions of the Solicitation and the Bid, on the one hand, and this Agreement, on the other hand, the provisions of this Agreement shall govern to the extent of such conflict or inconsistency.

2. The Contractor, in consideration of the execution and delivery of this Agreement, agrees to render the Services, as more fully described in Section 2.0 of the Solicitation.

3. (a) The CRDA will make payment to the Contractor for services rendered at the rates, and under the terms and conditions, if any, set forth in Submittal 9 of the Solicitation, entitled, “Fee Schedule”.

(b) The Contractor shall provide invoices with substantiating documentation, as reasonably requested by CRDA. All invoices must describe the Services performed,

referencing the task or part thereof outlined in the Contractor's Bid. If the Contractor's Bid or part thereof is based on an hourly fee, then the invoice shall show the hours spent, itemized by date and task. Any invoice that includes an expenditure line item must be accompanied by such documentation to substantiate the amount and necessity of such expenditure. All invoices must reflect the fees and rates as set forth in the Solicitation.

(c) The CRDA shall not be obligated or liable under this Agreement to any party, other than the Contractor, for the payment of any monies or the provision of any goods or services. The Contractor shall be obligated to indemnify, defend and hold the CRDA harmless pursuant to Section 13 hereof in the event of any such claim.

(d) The CRDA shall remit payment to the Contractor within forty-five (45) days of the receipt of the Contractor's invoice, provided such invoice accurately and completely represents the work and amounts owing therein and is otherwise presented in accordance with this Agreement, unless the CRDA disputes the invoice.

(e) If the contract term spans more than one fiscal year, the CRDA's obligation to make payment beyond the current fiscal year is contingent upon the governing body appropriation and availability of funds.

4. The Contractor shall be responsible to comply with and abide by all applicable laws, statutes, regulations, ordinances and other similar requirements pertaining to its performance and obligations under this Agreement. Without limiting the foregoing, the Contractor shall not discriminate in employment and shall abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

5. The Contractor represents and warrants, on behalf of itself and its employees and sub-contractors that:

(a) the Services shall be performed in a good, professional and workmanlike manner in accordance with the standards of care and diligence normally practiced in the industry, and to the extent applicable, shall conform to the specifications, drawings, samples, other description, and terms and conditions contained or referenced therein; and in the event the Contractor fails to fulfill this covenant, the Contractor shall promptly re-perform and correct any Services not acceptable to the CRDA upon its written request made at any time within one (1) year after the CRDA's final acceptance of the Services. All costs incurred by the Contractor in performing such corrective work shall be the sole responsibility of the Contractor.

(b) the Services and the Contractor's performance thereof shall comply with any and all applicable laws, ordinances, rules and regulations of any and all governmental agencies, including the CRDA, having jurisdiction to impose such requirements; and

(c) it and they have the legal authority to enter into this Agreement and to perform the Services.

(d) (i) execution of this Agreement and performance of the Services will not violate any obligation to or rights of others including but not limited to, intellectual property rights such as patent, trademark, trade secret and copyright, under agreement or otherwise, and (ii) it knows of no written or oral agreement or of any other impediment which would inhibit or prohibit the relationship with the CRDA provided for herein.

6. The CRDA represents and warrants that it has the authority to enter into, and will reasonably cooperate with the Contractor in accordance with the terms and conditions of, this Agreement.

7. The initial term of this Agreement shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_, with option to extend for \_\_\_\_\_ year(s), or earlier termination as provided herein (the "Termination Date"); provided however, that the Agreement shall remain in full force and effect for any Services requested by the CRDA prior to and performed by the Contractor after the Termination Date ("Post Termination Services"). The CRDA may terminate the Agreement for any reason or no reason upon at least ten (10) days prior written notice to the Contractor. The Contractor shall be paid for work performed and accepted by the CRDA until the close of business on the Termination Date, or, in the case of Post Termination Services, the date of the CRDA's acceptance of such services.

8. The Contractor shall maintain a thorough and complete record of its performance of the Services hereunder, including, without limitation, hours worked under this Agreement and the reasonable business expenses incurred in connection with the Services (the "Records"). Contractor shall maintain and make available for inspection the Records during the term of the Agreement and for three (3) years from and after the Termination Date. The CRDA or its designee shall have the right, upon reasonable notice, during normal business hours to audit, inspect and copy the Records. For purposes of this Section 8, "Contractor" shall include the Contractor and its sub-contractors.

9. (a) The Contractor represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of the Services under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Contractor. The Contractor will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the CRDA prior to entering into, and during the term of, this Agreement any and all circumstances existing at such time which pose a potential conflict of interest.

(b) The Contractor warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of the CRDA any cash or non-cash gratuity or payment with view toward securing any business from the CRDA or influencing such person with respect to the conditions, or performance of any agreements with or orders from the CRDA, including without limitation this Agreement. Any

breach of this warranty shall be a material breach of each and every agreement between the CRDA and the Contractor.

(c) Should a conflict of interest issue arise, the Contractor agrees to fully cooperate in any inquiry and to provide the CRDA or its designee with all documents or other information reasonably necessary to enable the CRDA or its designee to determine whether or not a conflict of interest existed or exists. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this Agreement, in addition to whatever other remedies the CRDA may have.

10. The Contractor shall procure, and require its contractors and consultants to procure, prior to the commencement of services, and maintain, at its own expense, until final acceptance by the CRDA of all services required under this Agreement, insurance for liability for damages imposed by law and assumed under this Agreement, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do business in the State of New Jersey. The insurance carriers shall have a Best's rating of "A" or better and a Best's financial size of "VII" or larger. All of the policies of insurance required to be purchased and maintained and the certificates, declaration pages, or other evidence thereof shall contain a provision or endorsement that the coverage afforded is not to be cancelled, materially changed or non-renewed without at least 45 days prior written notice to the CRDA by certified mail. The Casino Reinvestment Development Authority shall be named as an "Additional Insured" on those policies required under subsections (a) and (b).

(a) Commercial General Liability Insurance. The minimum limit of liability shall be \$1,000,000 per occurrence (combined single limit for bodily injury and property damage) / \$2,000,000 aggregate, including products/completed operations and contractual liability insurance, which insurance shall include coverage for the liability assumed under section 3 of this Solicitation in an amount not less than \$1,000,000. The coverage to be provided under this policy shall be at least as broad as that provided by the standard, basic, un-amended and unendorsed comprehensive general liability coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage. Moreover, such policy of insurance shall be endorsed so as to delete any exclusions applying to property damage liability arising from underground hazards relating to utilities, explosions and collapse of foundations. The policy shall include coverage for pollution liability, or alternatively, Contractor shall provide evidence of such coverage in accordance with subpart (e) herein-below.

(b) Comprehensive Automobile Liability Insurance. The policy shall cover owned, non-owned, hired, leased and rented vehicles with minimum limits of liability in the amount of \$1,000,000 per accident as a combined single limit for bodily injury and property damage. The coverage provided shall include automobile contractual liability covering liability assumed under this Agreement.

(c) Workers Compensation and Employer's Liability Insurance. Worker's Compensation and Employer's Liability insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey.

The Contractor shall furnish to the Authority, within ten (10) days of the effective date of this Agreement, Certificates of Insurance, together with declaration pages, in a form satisfactory to the CRDA, evidencing that it has complied with this Section 10. The required Certificates of Insurance shall be filed with the CRDA and same will be made part of this Agreement. No work shall commence until the insurance requirements and certificates are provided to CRDA. Upon request, the Contractor shall furnish the CRDA with a certified copy of each policy itself, including the provisions establishing premiums.

11. RESERVED.

12. By signing this Agreement, the Contractor certifies that the Contractor and any of its principals (a) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Agreements by any public agency, and (b) have not, within a five-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government agreement or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

13. The Contractor will indemnify, defend and hold the CRDA, and its officers, employees and members (collectively, the "Indemnatee") harmless from and against any and all allegations, causes of action and claims (whether threatened or pending), costs, expenses and fees (including attorneys' fees), awards, damages, judgments, liabilities (in law or in equity) and losses (collectively, the "Losses") arising out of or relating to the Contractor's act, failure to act, or omission in its performance of the Services hereunder. The obligation to defend shall arise regardless of any claim or assertion that Indemnatee caused or contributed to the Losses.

14. Provisions of this Agreement may be waived by the CRDA only by a written statement expressing that it is intended as a waiver of specified provisions of the Agreement. The CRDA's approval, acceptance, use or payment for any part of the Contractor's services shall not in any way alter the Contractor's obligations, nor waive any of the CRDA's rights, under this Agreement.

15. If any change occurs in the legal entity of the Contractor's organization, the Contractor shall immediately report such change to the CRDA.

16. While engaged in performance of this Agreement, the Contractor is an independent contractor and is not an officer, agent, or employee of the CRDA. The Contractor is not entitled to benefits of any kind to which CRDA employees are entitled, including, but not limited to, unemployment compensation, workers' compensation, health insurance and retirement benefits. The Contractor assumes full responsibility for the acts and/or omissions of the Contractor's employees or agents as they relate to performance of this Agreement. The

Contractor assumes full responsibility for workers' compensation insurance and payment of all federal, state and local taxes or contributions, including, but not limited to, unemployment insurance, social security, Medicare and income taxes with respect to the Contractor and the Contractor's employees.

17. Neither the performance of this Agreement, nor any part hereof, may be assigned by the Contractor without the prior written consent of the CRDA. The Contractor shall not subcontract any services hereunder without the prior written approval of the CRDA. All subcontracted services, once approved, shall be billed by the Contractor to the CRDA at direct cost with no additional fees or markup.

18. All notices under this Agreement must be in writing and shall be delivered to the Party to which the notice is being served by: (a) certified or registered mail, return receipt requested, or (b) overnight courier service addressed to the Parties at their respective address set forth above.

19. The validity, interpretation and performance of this Agreement shall be determined according to the laws of the State of New Jersey. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

20. Subsequent to the award of this Agreement, the Contractor merges with or is acquired by another firm, the successor entity shall submit the following documents to the CRDA: (a) corporate resolutions of the successor entity ratifying acceptance of the terms and conditions of this Agreements; (b) updated Ownership Disclosure Form for the successor entity; (c) Political Contributions Disclosure form for the successor entity. The documents must be submitted to the CRDA within thirty (30) days of the completion of the merger or acquisition. Failure to do so may result in termination of this Agreement in accordance with the terms herewith.

21. This Agreement, together with the Solicitation and the Bid, constitutes the entire agreement between the parties hereto, and supersedes any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties and approved as required by New Jersey law and CRDA policy. This Agreement shall become effective and legally binding upon the signing of the Agreement by all parties hereto.

**[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 CRDA Law Department

\_\_\_\_\_

[Contractor: Complete and sign below]

Witness:

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit “1”  
(Solicitation)

Exhibit "2"  
(Vendor's Bid)

**Submittal 3**

**DISCLOSURE OF INVESTIGATIONS AND ACTIONS INVOLVING BIDDER**

The bidder 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>Bidder 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>Bidder 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.

BID TITLE: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BIDDER'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 BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS SHALL ALSO SUBMIT A SUBCONTRACTOR UTILIZATION PLAN FORM WITH THEIR BID.**

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

**ALL BIDDER'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 Bidder

\_\_\_\_\_  
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**.

Bidders are instructed to list **all** proposed subcontractors on the Plan. Any bidder 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 bid as non-responsive.

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

BID TITLE: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BIDDER NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

BIDDER 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 Bidder

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**Submittal 6**  
**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, demotion, 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 or 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 BID)**
- I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER (PLEASE ATTACH A COPY TO YOUR BID)**
- I HAVE COMPLETED AND ENCLOSED THE FORM AA302 INITIAL PROJECT WORKFORCE REPORT**



**Submittal 7**

**Political Contributions Disclosure Form**

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



**Submittal 9  
Fee Schedule**

Having carefully read and examined the Solicitation, the undersigned bidder hereby agrees to furnish all of the services specified in Section 2 at the following rates:

**I. Environmental Remediation**

**Tank Disposal**

To remove, clean, and properly dispose of regulated or non-regulated underground or aboveground storage tanks, including all associated piping, anchoring and concrete casing (if any), and removal and re-use of overburden.

<b>TANKS</b>	<b>Price per gallon of tank for a 1 year contract</b>	<b>Price per gallon of tank for a 2 year contract</b>
Tanks, metal	\$	\$
Tanks, fiberglass	\$	\$

**Tank Abandonment**

To clean, fill (with an NJDEP approved inert material), and abandon regulated or non-regulated underground storage tanks, including work necessary to clean and abandon all associated piping.

<b>TANKS</b>	<b>Price per gallon of tank for a 1 year contract</b>	<b>Price per gallon of tank for a 2 year contract</b>
Tanks, metal	\$	\$
Tanks, fiberglass	\$	\$

**Drum Disposal**

To dispose of drums identified on site or used in conjunction with removing contaminated materials from the site.

<b>DRUMS</b>	<b>Price per drum for a 1 year contract</b>	<b>Price per drum of tank for a 2 year contract</b>
55-gallon drum, hazardous	\$	\$
55-gallon drum, non hazardous	\$	\$

**Tank and Drum Residual**

<b>Type of Fuel</b>	<b>Price per gallon for a 1 year contract</b>	<b>Price per gallon for a 2 year contract</b>

No. 2 heating oil	\$	\$
Gasoline	\$	\$
Waste oil	\$	\$
Oily contaminated soils	\$	\$
Oily contaminated semi-solid (Tank Bottom Waste)	\$	\$
Non-RCRA free liquids	\$	\$
RCRA free liquids requiring disposal at a hazardous waste facility	\$	\$

**Soil Removal & Disposal Per Ton**

	Price per ton for a 1 year contract	Price per ton for a 2 year contract
ID-27 Contaminated Soil (<30,000 ppm TPHC)	\$	\$
Oily contaminated soil not meeting the ID-27 criteria (>30,000 ppm TPHC)	\$	\$
Hazardous soil	\$	\$
Gasoline contaminated soil (D008,D018)	\$	\$
Soil contaminated with land banned contaminants requiring incineration or treatment	\$	\$

**Concrete Removal & Disposal Per Ton**

	Price per ton for a 1 year contract	Price per ton for a 2 year contract
Clean concrete	\$	\$
Contaminated concrete	\$	\$

**Groundwater Disposal Per Gallon**

	Price per gallon for a 1 year contract	Price per gallon for a 2 year contract
Contaminated groundwater	\$	\$

**Waste Classification Testing Per Sample**

	Price per sample for a 1 year contract	Price per gallon for a 2 year contract

Waste classification testing	\$	\$
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**Backfill Per Ton**

	<b>Price per ton for a 1 year contract</b>	<b>Price per ton for a 2 year contract</b>
Overburden removal and reuse	\$	\$
Backfill and compaction certified fill	\$	\$

**Additional Terms and Conditions pertaining to the Contractor's compensation:**

1. All fees proposed shall be inclusive of all supervision, overhead, and other administrative expenses.
2. Contractor shall be responsible for all permitting fees and licensing fees.
3. The CRDA will not accept invoices for mileage, travel time and expenses, meals, lodging, accommodations, postage or other expenses or overhead unless agreed to in writing prior to the firm incurring such expenses.
4. To the extent that sub-contractors are engaged by the Contractor, the CRDA shall not pay for any markup in the price for such services provided to the Contractor under its agreement with the CRDA.

\_\_\_\_\_  
NAME OF BIDDER

Dated: \_\_\_\_\_ BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

# Submittal 10

## 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 BOXES WILL RENDER THE PROPOSAL/BID 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):

Signature:

Title:

Date: