

3
REQUEST FOR PROPOSALS

For

**DEVELOPMENT AND OPERATION OF A
RETAIL GROCERY STORE**

located at

**North West Corner of Baltic and Indiana Avenue,
the entirety of Block 396
Atlantic City, New Jersey 08401**

Or

Other sites that may be or become available

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

and

**Atlantic County Improvement Authority
1333 Atlantic Avenue, Suite 700
Atlantic City, NJ 08401**

RFP Schedule:

Release of solicitation:	February 2, 2023
Last day for questions under the question and answer period:	May 22, 2023
Proposal submission due date:	June 8, 2023
Anticipated Developer/Operator designation date:	TBD

NOTICE TO RESPONDENTS

The Casino Reinvestment Development Authority (“CRDA” or “Authority”) is releasing a Request for Proposals (RFP) for the development and operation of a retail grocery store in Atlantic City, New Jersey. The store can be a standalone operation, or part of a broader retail and/or mixed-use development. CRDA encourages creative development concepts, especially those that meet the current, pressing needs of Atlantic City and the surrounding communities.

The proposed site for the Project is on land owned by the Authority and the Atlantic County Improvement Authority. The CRDA will give consideration to development and operational proposals and financial arrangements that may include it making available the real estate under a license or ground lease, so as to incentivize the development and operation of a sustainable retail grocery store, and possibly other beneficial uses, for Atlantic City residents and the surrounding community.

RFP forms, contracts and specifications can be obtained on February 2, 2023 at the CRDA website at www.njcrda.com also at <https://njcrda.bonfirehub.com/portal/?tab=openOpportunities>. (You will need to create a free Bonfire account in order to download the documentation).

ALL RESPONDENTS ARE REQUIRED TO REGISTER WITH THE CRDA IN ACCORDANCE WITH THE REQUIREMENTS OF THE RFP.

Interested Respondents may submit a proposal through a joint venture. That joint venture might include a developer and operator, a constructor, landlord and tenant or any other arrangement of respondents that meets the goals and requirements of this RFP.

Questions regarding how to obtain RFP forms, contracts and specifications must be submitted in writing to CRDAQUESTIONS@NJCRDA.COM.

All questions regarding this RFP must be submitted in writing on or before 12:00 p.m. eastern prevailing time on May 22, 2023, in accordance with the requirements of the RFP. To ask questions relating to this RFP, respondents must register with the Organization’s public purchasing portal at njcrda.bonfirehub.com (the “Portal”) and initiate the communication electronically through the Opportunity Q&A. CRDA will not accept any respondent’s communications by any other means, except as specifically stated in this RFP.

Sealed proposals shall be submitted in the manner prescribed in the Request for Proposals.

Sealed proposals must be submitted online through NJCRDA’s Bonfire Portal: <https://njcrda.bonfirehub.com>

Proposals must be received no later than June 8, 2023 at 10:30 am eastern prevailing time through NJCRDA’s Bonfire Portal: <https://njcrda.bonfirehub.com> All Proposals will be opened and read aloud in a Zoom meeting open to the public on at June 8, 2023 11:30 a.m. eastern prevailing time. The proposal opening will be completed online through Zoom. Meeting ID will be posted on www.njcrda.com and <https://njcrda.bonfirehub.com>.

The CRDA will select a respondent or respondents based on criteria, as outlined in this RFP, that the CRDA considers most advantageous based on the proposed financial terms and all other factors.

CRDA reserves the right to propose that two or more respondents work together as joint venturers and to only accept proposals if the respondents so agree. The CRDA also reserves the right to reject any and all proposals, not award a contract, or re-solicit proposals for this contract, if deemed necessary by the CRDA. The CRDA also reserves the right to reject any and all proposals when it is determined by the CRDA to be in its best interest. The CRDA further reserves the right to waive irregularities in proposals submitted in response to this RFP.

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

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. **ACIA** – shall mean the Atlantic County Improvement Authority.
2. **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 via posting to the NJCRDA.Bonfirehub.com.
3. **Administrative Fee** – shall mean the refundable fee in the amount of \$7,500 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/Operator by the Evaluation Committee.
4. **Alternative Proposal** – shall mean Proposals other than the Respondent’s Primary Proposal for involvement with the Site.
5. **City** – shall mean Atlantic City, New Jersey
6. **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/Operator(s) for the Project.
7. **County** – shall mean Atlantic County, New Jersey.
8. **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.
9. **CRDA Contact Person** – shall mean Ms. Dee Dolbow, 609-347-0500, or such designee, as provided in writing by the CRDA, by Addendum.
10. **Designated Developer** – shall mean one or more entities recommended by the Evaluation Committee and designated by the CRDA and executing the Disposition Documents to develop the Site in accordance with this RFP.
11. **Designated Operator** – shall mean one or more entities recommended by the Evaluation Committee and designated by the CRDA and executing the Disposition Documents to operate the Site in accordance with this RFP.

12. **Designation Letter** – shall mean the letter delivered to the successful Respondent from the CRDA designating such Respondent a Designated Developer/Operator.
13. **Disposition Documents** – shall mean the Memorandum of Agreement, the Master Development Agreement, the Operating 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.
14. **Evaluation Committee** – shall mean the CRDA committee charged with assessing the Proposals submitted by Respondents to this RFP and recommending the designation of a Designated Developer/Operator.
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 CRDA, the ACIA, the City, the County, and the State.
17. **Grocery Store** – shall have the meaning ascribed in Section 1.02 herein.
18. **Ground Lease Agreement or License** – shall mean a lease or license that may be entered into by and between the Designated Developer/Operator(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. **Master Development Agreement** – shall mean the agreement entered into by and between the CRDA and the Designated Developer, or Developer/Operator, if a single entity, for the construction of the Project, such agreement to be executed within one-hundred twenty (120) days of the date of the Memorandum of Agreement or within such longer period of time as determined by the CRDA in its sole discretion.
21. **Memorandum of Agreement** – shall mean an agreement by and between the Designated Developer/Operator and the CRDA to be executed within sixty (60) days of the date of the Resolution of the Authority Board approving the Evaluation Committee’s recommended designation of the Designated Developer/Operator, 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.
22. **www.njcrda** – shall mean the website used by the CRDA. njcrda.bonfirehub.com will be used to provide information and otherwise electronically communicate Addenda to Registered Respondents, thru its online portal: njcrda.bonfirehub.com.
23. **Operating Agreement** - shall mean the agreement entered into by and between the CRDA and the Designated Operator or Developer/Operator, if a single entity, for the operation of the Project, such agreement to be executed at such time as mutually agreed by the parties thereto.
24. **Post-Designation Expenses** – shall mean the reasonable external costs and expenses, including, without limitation, engineering and planning review, legal fees and costs incurred by the CRDA to negotiate and execute the Disposition Documents and to conduct land use review.
25. **Post-Designation Expense Fund** – shall mean the payment made to the CRDA by the Designated Developer/Operator(s) to replenish the Administrative Fee, such fund to be used by the CRDA for Post-Designation Expenses.
26. **Primary Proposal** – shall mean the principle, lead Proposal advanced by the Respondent in response to the RFP.
27. **Project** – shall mean the development and sustained operation of a retail Grocery Store, or development (mixed-use or not), which must include a retail grocery store,

- on the land owned by the CRDA and the ACIA known on the tax-map of the City as Block 396, or other sites that are proposed or that may be or become available.
28. **Property** – shall mean the land upon which the Project will be built.
 29. **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 Primary Proposal and any Alternative Proposal.
 30. **Proposal Due Date** – shall mean the date that Proposals are due to the CRDA from a Respondent, such date as identified in this RFP or any Addenda.
 31. **Public Sector** – shall mean the City, County, State and/or Federal government.
 32. **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.
 33. **Registration Fee** – shall mean the non-refundable fee in the amount of \$2,500 due from a Respondent upon submission of the Registration Form, prior to the pre-submission meeting in the form of a certified or bank check payable to the CRDA.
 34. **Registered Respondent** – shall mean a Respondent that has completed and delivered to the CRDA a Proposal and paid the Registration Fee, all in accordance with the terms and conditions of the RFP.
 35. **Respondent** – shall mean an entity or group of entities submitting a Proposal in response to this RFP.
 36. **Restricted Period** – shall mean the period commencing upon the date of advertisement of the RFP and ending upon the CRDA’s execution of the Disposition Documents.
 37. **RFP** – shall mean one or more Request for Proposals released for the Project by the CRDA.
 38. **Site** – shall mean all that certain tract or parcel of land consisting of approximately 4.11 acres within Block 396, located in Atlantic City, Atlantic County, New Jersey.
 39. **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 developer and operator partners to develop and/or otherwise construct or cause the construction and the eventual operation of the Project. The Project is envisioned as a development that includes as a key component a grocery store offering access to affordable, fresh and healthy foods including, but not limited to a full range and variety of fresh fruits, vegetables, poultry, meats, seafoods and dairy products, beverages, household products, baked goods, packaged goods and non-food items, such as kitchenware, household cleaners, pharmacy products and pet supplies (the “Grocery Store”) to the Atlantic City and surrounding communities.

This key grocery store component may be a standalone operation, or part of a larger retail and/or mixed-use development. For example, a proposed project might include a multi-department grocery store with a prepared foods dining area – OR – a proposed project might include a regionally-focused grocery store as an anchor with space for additional retail, commercial and/ residential uses – OR – any other beneficial project that includes the key component of a Grocery Store. The CRDA encourages any optimal, creative uses of the Project site for the benefit of Atlantic City and the surrounding communities.

1.03 Purpose and Intent of this RFP: The purpose and intent of this RFP is to identify one or more respondents with the qualifications and experience to partner with the CRDA in the development and operation of the Project. For the purposes of this RFP, a respondent may be one or more entities with, minimally, the capacity and experience to develop and operate

a Grocery Store servicing an urban and surrounding community similar to Atlantic City. The role of the Designated Developer/Operator(s) could include any or all the following activities pertaining to development of the Project:

1. Design
2. Construction
3. Financing
4. Leasing
5. Operation
6. Community Outreach and Engagement
7. Marketing
8. Property Management

The Designated Developer/Operator(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, manage the construction of the Project, and work with CRDA to fully develop a comprehensive operational plan for the Project.

The CRDA will consider a disposition(s) in the form of land acquisition, a license agreement, long-term ground lease, development and management agreements for the Project. Requirements for submission of proposals and criteria for selection are detailed in Article II of this RFP.

1.04 The Potential Site:

Location	Located on property owned by the CRDA at the Northwest corner of Baltic and Indiana Avenue
Block and Lot Numbers	Block 396/ Lot(s) 1,6,7 (lots 1 thru 10 were consolidated into 1, 6 and 7)
Size (approximate)	520 feet x 1000 feet irregular
Lot Area (approximate)	179,289.37 square feet
Acreage (approximate)	4.11 acres
Zoning	Current zoning designation is Central Business District (CBD)

1.05 Location: The Potential Site for the Project is on 4.11 acres identified on the City tax-map as Block 389. The Potential Site is bounded by Ohio Avenue (to the west), Indiana Avenue (to the east), Bacharach Boulevard (to the north) and Baltic Avenue (to the south). The site enjoys convenient access from the Atlantic City Expressway, is just a block from the The Tanger Outlets (a CRDA-sponsored development), within two miles of the new Stockton University Atlantic City campus, the new South Jersey Gas headquarters, and is within walking distance from the train station, the post office, and several multi-family housing developments. Atlantic City is home to in excess of 35,000 individuals who work and/or live in the City. See the aerial map appended hereto as **Exhibit 1.05**.

1.06 Alternative Project Site locations with in Atlantic City as suggested by the respondents, subject to CRDA’s review and approval will be considered.

1.07 Goals: The goals of the Project include:

1. To establish a successful Grocery Store that provides a variety of quality fresh, healthy and affordable food products and services to the Atlantic City community
2. To achieve excellence in architecture, urban design and sustainability.
3. To make a significant contribution to the City economy 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 Site Visits and Pre-submission Meeting: Prospective respondents can find more information and a copy of the RFP on NJCRDA.Bonfirehub.com. A pre-Proposal conference will be held on April 5, 2023 at 12:00pm EPT (noon) at the offices of the CRDA for all respondents who register. Interested parties are urged to attend this informational session (which will include a tour of the Potential Site) to learn more about the Project, the strategic partnerships that are in place to help deliver the project and the scope and scale of the development opportunity. **Please call Dee Dolbow at 609-347-0500 to register to attend the pre-submission meeting. Parties attending the pre-submission meeting will be required to register as a Registered Respondent prior to or at the start of the meeting.**

1.09 *Reserved.*

1.10 Background and Current Conditions

The Potential Site is currently utilized as a parking lot. Lot 6 is currently owned by the ACIA. Like the CRDA, the ACIA is expected to participate in the Project through a sale or lease transaction, based on a nominal ground lease rental.

1.10-1 Permits, Approvals and Site Conditions

The Designated Developer/Operator(s) will be responsible for all permits, approvals and site improvements.

1.10-2 Utilities

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

- (a) Electric: Atlantic City Electric
Description: Available for hook-up
- (b) Water: Atlantic City Municipal Utilities Authority
Description: Available for hook-up
- (c) Sewage: Atlantic City Sewerage Company

Description: Available for hook-up

(d) Natural Gas: South Jersey Gas

Description: Available for hook-up

- 1.10-3 Environmental Concerns:** Certain environmental assessments and information concerning the Potential Cite is available for inspection upon request by contacting Dee Dolbow at 609-347-0500. The Designated Developer/Operator(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/Operator(s) may desire to undertake further environmental investigations before entering into Disposition Documents, and the CRDA will work with the Designated Developer/Operator(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/Operator(s) enter into a Right of Entry Agreement or similar access agreement with the CRDA, whereby, among other terms and conditions, the Designated Developer/Operator shall be granted access to the Site to perform certain environmental due diligence.

1.12 Development and Operational 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 a viable, sustainable grocery store within a larger mixed-use project or as a stand-alone project
- Develop an under-utilized property in the City
- Develop a streetscape with a continuous and varied pedestrian experience that flows freely into the neighboring community and retail development
- Construct a development that contributes to a sustainable environment while incorporating the use of green technologies and construction techniques.

The following guidelines provide general programmatic, functional and aesthetic direction for the operation of the Grocery Store:

- Establish a viable, sustainable Grocery Store
- Provide a variety of quality fresh produce and food products for sale within the Grocery Store
- The Operator may provide for an eat-in section with both indoor and outdoor café space.

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/Operator(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/Operator(s).
3. **Sustainable Design:** Respondents are strongly encouraged to propose designs and construction methods that will meet the LEED standards.

Article II. The RFP Process

- 2.01 **Designation:** The process by which a Respondent is formally designated as the/a Developer/Operator of the Site is as detailed below. The CRDA will require the Designated Developer/Operator 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/Operator's obligations under this RFP and any agreement(s) contemplated to be executed by and between the CRDA, the Designated Developer/Operator, and other relevant parties, such agreements including a Memorandum of Agreement, a Master Development Agreement, and possibly a License or Master Ground Lease Agreement.

Subject to the selection process outlined below, the successful Respondent(s) will become the Designated Developer/Operator for all or a portion of the Site and the CRDA will deliver a Designation Letter to the Designated Developer/Operator. Within sixty (60) days following designation by the CRDA Board, the Designated Developer/Operator 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/Operator 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 \$7,500, the Designated Developer/Operator 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 all expenses shall be refunded to the Designated Developer/Operator. In the event there are multiple Designated Developer/Operators, 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/Operator shall have one-hundred twenty (120) calendar days (or such longer period as determined by the CRDA in its sole discretions) 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/Operator 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/Operator will be required to, as determined by the CRDA in its sole discretion, (i) pay by wire transfer of immediately available funds an amount equal to ten percent (10%) of the present value of the rental income stream, or (ii) performance and payment bonds in such amounts and with one or more sureties satisfactory to the CRDA as a deposit and security for the performance by the Designated Developer/Operator of its covenants, agreements and obligations under the Disposition Documents. Amounts deposited under this provision shall be deemed earned by CRDA as of the date of the Disposition Documents and shall be non-refundable.

The Designated Developer/Operator **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. In order to be considered, your proposal must be received via our Bonfire portal, found at: <https://njcrda.bonfirehub.com/portal/?tab=openOpportunities>. **Submissions by other methods will not be accepted.** Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

Browser cookies must be enabled. Respondents should contact Bonfire at Support@GoBonfire.com for technical questions related to submissions or visit Bonfire’s help forum at <https://bonfirehub.zendesk.com/hc>.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before closing time to begin the uploading process and to finalize your submission.

Proposals submitted by facsimile will not be considered.

2.03 Registration, Inquiries and Communications: The RFP, Addenda, if any, and other general and/or public information will be available on NJCRDA.Bonfirehub.com. **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.

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 (available in the Bonfire Supporting Documentation File), and pay the Registration Fee prior to or at the Pre-submission meeting.

Registration fee is \$2,500.00. Please email Respondent Registration Form to crdaqestions@njcrda.com. Mail check and a hard copy of the Respondent Registration Form to:

Casino Reinvestment Development Authority
15 S. Pennsylvania Avenue
Atlantic City, New Jersey 08401
Attn: Dee Dolbow

All inquiries and communications concerning the how to obtain the RFP forms, contracts and specifications must be submitted in writing to the CRDA Contact Person at crdaqestions@njcrda.com.

All questions regarding this RFP, including requests for clarification, must be submitted in writing on or before 12:00 p.m. eastern prevailing time on May 22, 2023, in accordance with the requirements of the RFP. To ask questions relating to this RFP, respondents must register

with the Organization's public purchasing portal at njcrda.bonfirehub.com (the "Portal") and initiate the communication electronically through the Opportunity Q&A. CRDA will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

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 Registered 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 party involved in the selection and approval of the Designated Developer/Operator(s) other than the designated CRDA Contact Person regarding this RFP or any component of the RFP process may result in disqualification, as determined by the CRDA in its sole and absolute discretion.**

2.04 Applicable Laws: The disposition of the Site and the RFP process are subject to applicable New Jersey State law. By registering 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/Operator(s) will follow the State Comptroller's Best Practice Guidelines for procurement dated March 2010, such guideline available at 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/OPERATOR(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.
2. Administrative Fee must be received prior to submission of the Primary Proposal. Respondent shall mail the fee to the mailing address below with sufficient time to ensure CRDA's receipt prior to proposal submission due date. **Proposals submitted prior to CRDA's receipt of the Administrative Fee will be rejected.** Please upload of copy of the check in the Bonfire Portal at NJCRDA.Bonfirehub.com. The Administrative Fee paid by the Designated Developer(s)/Operator(s) will be retained by CRDA and the Designated Developer(s)/Operator(s) will not be entitled to any credit against the payments due and owing from the Designated Developer(s)/Operator(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/Operator will have their

Administrative Fee returned within 60 days of the CRDA's selection of the Designated Developer(s)/Operator(s).

Mailing Address:

Casino Reinvestment Development Authority

15 S. Pennsylvania Avenue

Atlantic City, New Jersey 08401

Attn: Dee Dolbow

3. Proposals must follow the form outlined herein. **ANY SUBMITTED PROPOSAL THAT DOES NOT COMPLY WITH THE FORM OUTLINED HEREIN WILL BE REJECTED.**
4. The Proposal submission should 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 – Submittals and Compliance Documents

For detailed instructions on how to e-submit for this electronic bid, please download the Submission Instructions file made available on our Bonfire Portal, at njcrda.bonfirehub.com.

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 Proposal.
7. The Proposal should address the financing, design and schedule for all required Facilities.
8. **Section II - 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.
9. **Section III – 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 within the last five years. The Respondent must also provide a minimum of five government unit 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 on-going right to review such Respondent’s financial statements until completion and acceptance of the Project.

10. **Section IV – Project Profile** requires information relating to the Proposal, including a narrative description of the development program, building and site design description, design drawings, site access plan, project completion schedule, and property management details. Also, the Proposal should include a detailed discussion of the project’s target grocery store and other end users an explanation of how the grocery store and other end users will serve the Atlantic City community, and how the development will attract such end users. Finally, the Respondent shall provide a community engagement and outreach plan for the grocery store to ensure that the store’s products and services will cater to the community.

11. **Section V – Business Terms: *Prior to the CRDA and Respondent executing a Memorandum of Agreement, the Respondent, after negotiation with the CRDA and the other Government Parties, will be required to produce the following:***

- 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 of the Site, and any tax considerations;
- b. a ten (10) 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. a financial plan for any Proposal, including an annual capital draw schedule, annual sources and uses statement for both debt and equity showing annuals draws based on: (i) an estimate of itemized total development costs, (ii) the proposed development schedule, (iii) the amount, source and timing of Respondent’s equity, (iv) the amount, potential source, timing 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; and (v) an itemized annual cash flow projection including gross income, operating expenses and anticipated financing structure; and
- d. 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.

12. **Section VI – Submittals and Compliance Documents**

- a. **BID BOND or LETTER OF CREDIT** – submitted at the time of response and in an amount equal to twenty percent (20%) of the Respondent’s budgeted construction costs of the Project. The bond must be from a reputable surety and the letter of credit from a financial institution satisfactory to the CRDA. If the Respondent is designated by the CRDA and fails to enter into the Memorandum of Agreement and other Disposition Documents, the CRDA shall be entitled to retain the bond or present the letter of credit for payment.
- b. **PAYMENT AND PERFORMANCE/COMPLETION BOND** – submitted upon execution of all Disposition Documents in such amounts and in a form satisfactory to the CRDA.
- c. **COMPLIANCE DOCUMENTS** – See Article III below.

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 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:
 - i. The development, management, marketing and design of projects of a scale, complexity, and quality similar to that required by this RFP;
 - ii. The operation, management, marketing and design of projects of a scale, complexity, and quality similar to that required by this RFP; and
 - iii. Respondent’s ability to implement its Proposal.
 - d. Respondent’s past performance and experience developing and, if applicable, leasing to or operating a grocery store.
 - e. The priority that the Respondent places on the project relative to the Respondent’s other projects.
2. Quality of the 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. Quality of Respondent's proposed operating parameters.
 - d. Relationship and overall benefit to nearby public spaces, streets, properties and community.
 - e. Respondent's commitment to creating an environmentally sustainable Project.
 - f. Experience and qualifications of design professionals and other members of Respondent's team.
3. Proposed timeframe for commencement and completion of the development and commencement of operations of the Grocery Store.
 4. Respondent's previous record of performance in business dealings with any municipal, state, or federal agencies, including any of Government Parties. Respondent's commitment to paying prevailing wage. Evidence of U.S. Department of Labor Certification outlining participation in trade apprenticeship programs is required.
 5. The community engagement and outreach plan for the project and grocery store.
 6. The extent to which the proposal supports the local community in terms of hiring Atlantic City residents, providing good will within Atlantic City and commitment to the Atlantic City community by way of community benefits.
 7. Quality, creativity and originality of Respondent's proposed equal opportunity and workforce development programs for Atlantic City regional businesses and residents.
 8. To the ownership or control of any property proposed to be utilized for the Project the extent that a Respondent proposes utilizing property other than the Potential Site.

The Evaluation Committee reserves the right to apply consistently across all Proposals and consider criteria other than the foregoing and to assign to each of the above and to such other criteria as are considered such weight as the Evaluation Committee may in its absolute discretion determine.

2.07 RFP Selection Process: Based on a review and evaluation of the Proposals, the Evaluation Committee, intends to recommend the designation of one or more Respondents as the Designated Developer/Operator(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 three months of the Proposal Due Date, and thereafter will make its recommendation to the CRDA members.

3. If appropriate, in its sole discretion, the Evaluation Committee may conduct separate meetings or interviews with eligible Respondents to discuss their Proposal(s).
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 Board for its consideration and approval.
5. Upon approval of the Board completion of its review, the CRDA expects to issue the Designation Letter to the successful Respondent(s) who will become the Designated Developer/Operator(s) for all or a portion of the Site, as set forth in such letter.
6. Within sixty (60) days of the date of the Designation Letter, the Designated Developer/Operator shall negotiate, execute and deliver the Memorandum of Agreement and within 120 days thereafter, negotiate, execute and deliver the remaining Disposition Documents. Execution of each of these agreements shall be a condition precedent to a full and binding contract.
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 compliant 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/Operator(s). If such negotiations cannot be concluded successfully with the Designated Developer/Operator(s), the CRDA may choose to negotiate with other Respondents, to terminate the selection process, or to 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/Operator(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 *nolo contendere* 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/Operator(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, to the attention of the Director of Planning and Development.
 - 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, the Respondent agrees to comply with the communication restrictions set forth above.

EXCEPT AS EXPRESSLY AUTHORIZED BY THE TERMS AND CONDITIONS OF THIS RFP, RESPONDENT SHALL NOT CONTACT MEMBERS, OFFICIALS, EMPLOYEES OR CONSULTANTS OF THE GOVERNMENT PARTIES REGARDING THIS RFP, OR SEND PROPOSALS TO ANY OF THEM. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE RESPONDENT'S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS RFP.

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. Except as otherwise provided for in this RFP, prior to the issuance of the Designation Letter, the CRDA will not disclose the Proposals or any portion thereof to the general public. Once the Designated Developer/Operator(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/Operator(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/Operator(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/Operator(s) will accept the Site, or the portion thereof, in an “AS IS, WHERE 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/Operator(s).
- c. The Designated Developer/Operator(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/Operator(s) pursuant to this RFP will not create any rights on the Respondent’s or Designated Developer/Operator’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/Operator(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/Operator(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/Operator(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/Operator and pursue negotiations with another Respondent prior to an agreement between the parties.

Article III List of RFP Submittals including Compliance Documentation

[All compliance documents are available for downloading on NJCRDA.bonfirehub.com.]

A.

1. Respondent Registration Form
2. Respondent Certification
3. Disclosure of Investigations/Actions against Respondent
4. Services Source Disclosure Form
5. Affirmative Action Disclosure
6. Political Contributions Disclosure Form & Instructions
7. Non-Collusion Affidavit
8. Respondent's Proposal
9. Disclosure of Investment Activities with Iran
10. Ownership Disclosure
11. Certification Regarding Prohibited Activities with Russia or Belarus

B. The Respondent must be properly registered to do business with the State of New Jersey as of the date of award, and should submit a copy of the Respondent's NJ Business Registration Certificate with its Proposal. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: <http://www.state.nj.us/treasury/revenue/index.html>.

C. **BID BOND or LETTER OF CREDIT** – submitted at the time of response and in an amount equal to twenty percent (20%) of the Respondent's budgeted construction costs of the Project. The bond must be from a reputable surety and the letter of credit from a financial institution satisfactory to the CRDA. If the Respondent is designated by the CRDA and fails to enter into the Memorandum of Agreement and other Disposition Documents, the CRDA shall be entitled to retain the bond or present the letter of credit for payment.

D. **PAYMENT AND PERFORMANCE/COMPLETION BOND** – submitted upon execution of all Disposition Documents in such amounts and in a form satisfactory to the CRDA.

Submittal 1

RESPONDENTS REGISTRATION FORM
Available in Bonfire Supporting Documentation File

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.

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

Litigation/Administrative Complaints

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

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

Submittal 4

**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 5
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 6

POLITICAL CONTRIBUTIONS DISCLOSURE FORM

Available in Bonfire Supporting Documentation File

Submittal 7

NON-COLLUSION AFFIDAVIT FORM

STATE OF NEW JERSEY)
 : SS:
COUNTY OF)

I, _____,
of the City of _____,
in the County of _____,
and the State of _____,

of full age, being duly sworn according to law on my oath depose and say that:

I am (Title) _____
of the firm of (respondent) _____

making a Proposal in response to the Casino Reinvestment Development Authority's Request For Proposals For Grocery Store and that I executed the said Proposal with full authority so to do; that the said respondent has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competition, in connection with the said RFP; and that all statements contained in the said Proposal and in this Affidavit are true and correct, and made with full knowledge that the Casino Reinvestment Development Authority relies upon the truth of the statements contained in the said Proposal, in this Affidavit and in any statements requested by the Casino Reinvestment Development Authority showing evidence of qualifications in awarding a contract based upon said RFP.

I further warrant that no person or selling agency has been employed or retained to solicit or secure the said RFP upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the respondent.

Authorized Signature

SWORN and SUBSCRIBED to me this
_____ day of _____, 2023.

NOTARY PUBLIC

COMMISSION EXPIRES

Submittal 8

RESPONDENTS PROPOSAL

Submittal 9

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

BID SOLICITATION TITLE:

VENDOR/BIDDER NAME: _____

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury’s Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division’s website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he 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.

CHECK THE APPROPRIATE BOX

I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury’s Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach additional Sheets if necessary

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: _____

Submittal 10

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 INTEREST (%)	ADDRESS	OFFICE(S) HELD	OWNERSHIP

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

Respondent Name

Print or Type Name

Title with Respondent

Date

SUBMITTAL 11

**CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN
RUSSIA OR BELARUS**

Request for Proposal: Landscaping Hardscape Material as needed

Check the Appropriate Box

____ I the undersigned, am authorized by the person or entity seeking to enter into or renew the contract identified above, to certify that the Respondent is not engaged in prohibited activities in Russia or Belarus as such term is defined in P.L.2022,c.3 *section 1.e., except as permitted by federal law

I understand that if this statement is willfully false, I may be subject to penalty, as set forth in P.L.2022, c.3, section 1.d.

OR

____ I, the undersigned am unable to certify above because the person or entity seeking to enter into or renew the contract identified above, or one of its parents, subsidiaries, or affiliates may have engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the activities is provided below.

Failure to provide such description will result in the submission being rendered as non-responsive, and the CRDA will not be permitted to contract with such person or entity, and if a submission is accepted or contract is entered into without delivery of the certification, appropriate penalties, fines and/or sanctions will be assessed as provided by law.

Description of Prohibited Activity

Attach additional sheets if necessary

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the respondent shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the respondent does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the CRDA shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the CRDA that were issued on or after the effective date of P.L. 2022, c. 3.

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

Respondent Name

*Engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2)having any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind supportor for profit.